

June 25<sup>th</sup>, 2021

Mr. Steven Kahl  
Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard Avenue, 12<sup>th</sup> Floor  
Bismarck, ND 58515-0480

Re: Interconnection and Mutual Traffic Exchange Agreement between Loretel Systems, Inc. and Level 3 Communications, LLC for the State of North Dakota

Dear Mr. Kahl,

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code §49-21-01.7 is the Interconnection and Mutual Traffic Exchange Agreement between Loretel Systems, Inc. and Level 3 Communications, LLC for the State of North Dakota.

Contact information for Level 3 Communications, LLC is as follows:

Tonya Hull, Sr. Technical Project Manager  
CenturyLink d/b/a Lumen  
NA AMO Carrier Relations  
100 CenturyLink Drive  
Monroe, LA 71203  
318-330-6069  
Tonya.hull@lumen.com

Gary Black  
CenturyLink d/b/a Lumen  
VP Carrier Relations  
1025 Eldorado Blvd  
Broomfield, CO 80021  
720-888-2000  
garu.blackjr.com

Thank you for your assistance in this matter. Please contact me if you have any questions or concerns concerning this Agreement.

Sincerely,

*/s/ Mary T. Buley*

1 PU-21-185 Filed 05/25/2021 Pages: 26  
Interconnection and Mutual Traffic Exchange Agreement  
Loretel Systems, Inc. / Level 3 Communications, LLC  
Mary Buley, Consultant

Mary T. Buley  
Consultant for Loretel Systems, Inc.  
651-621-8306

Enclosures

cc: Richard Quistorff, Loretel Systems, Inc.  
Tonya Hull, Level 3 Communications, LLC

**INTERCONNECTION AND MUTUAL TRAFFIC EXCHANGE AGREEMENT**  
**NORTH DAKOTA**

This Interconnection and Mutual Traffic Exchange Agreement ("Agreement") is made as of the Effective Date (defined in Section 19.1) by and between Loretel Systems, Inc. ("Carrier") located at 150 2<sup>nd</sup> Ave SW, Perham, MN 56573 and Level 3 Communications, LLC ("Level 3"), a limited liability company, organized under the laws of the State of Delaware, with its principal place of business located at 1025 Eldorado Blvd, Broomfield, CO 80021. Carrier and Level 3 are referred to herein as a "Party" and, collectively, as the "Parties" to this Agreement.

WHEREAS, Level 3 is a Competitive Local Exchange Carrier (CLEC) authorized to provide telecommunications services in the State of North Dakota.

WHEREAS, Carrier is a rural telephone company holding a certificate of authority to provide local exchange telecommunication services in certain exchanges in the State of North Dakota.

WHEREAS, Carrier and Level 3 desire to establish arrangements for indirect interconnection via a third party and/or direct interconnection, pursuant to §§ 251 and 252 of the Telecommunications Act of 1996 ("Act"), for the exchange of Traffic between their respective networks for the benefit of the Parties.

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and compensation of Traffic in accordance with the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as amended by the Act, and which is intended to supersede any previous arrangements between the Parties relating to such Traffic.

WHEREAS, neither Party waives its rights or ability to participate in legislative, regulatory, or judicial matters during the pendency of this Agreement.

WHEREAS, Level 3 will be providing interconnection on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, Level 3 will be delivering traffic to and receiving traffic from CLEC on behalf of one or more IVPs acting as a Carrier Partner;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Level 3 and Carrier hereby agree that the following terms shall apply to the exchange of Traffic between Level 3 and Carrier.

## 1. Glossary

Definitions. Terms, phrases and words not otherwise defined in this Agreement will be as defined in the Act, FCC or state regulations if the Parties disagree with their customary usage in the telecommunications industry.

1.1 "Central Office Switch" means a switch used to provide telecommunications services, including, but not limited to:

1.1.1 "End Office Switch", "End Office", or "Host Switch" is used, among other things, to terminate telecommunications Traffic to End User Customers.

1.1.2 "Tandem Switch" is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination or points of presence. "Local Tandem Switch" is used in conjunction with existing EAS facilities to exchange local traffic in the context of Carrier's basic local service.

1.1.3 "Access Tandem Switch" is used in conjunction with the origination and termination of long distance services.

1.1.4 A "Host Remote Switching Arrangement" is an arrangement in which the Carrier has deployed remote switches to serve Carrier exchanges. Host switches are End Office Switches which process calls to/from remote switches.

1.2 "Carrier Partner" is a Certified Local Exchange Carrier (CLEC) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with Level 3 and demonstrates facilities readiness as described in the VoIP Numbering Order.

1.3 "Commission" means the North Dakota Public Service Commission.

1.4 "Denial of Service" ("DoS") is an action that prevents legitimate user(s) from using or being provided service.

1.5 "End User" or "End User Customer" means a calling or called party which originates or terminates Traffic from either Party's network, including Traffic which is routed via a third party Tandem Switch. An End User Customer may also be a wholesale telecommunications carrier providing telecommunications services.

1.6 "Extended Area Service" or "EAS" or "EAS Area" means a toll-free calling area mandated by the Commission.

1.7 "Interconnected VoIP Provider" 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.

1.8 "ISP-Bound Traffic" is as defined in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27,

2001.

1.9 "Local Calling Area" - see Extended Area Service.

1.10 "Local Exchange Routing Guide" or "LERG" means the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

1.11 "Local Exchange Traffic" means traffic which actually originates and actually terminates within the same Local Calling Area or EAS Area.

1.12 "Local Traffic" means telecommunications traffic for which reciprocal compensation is required by section 251 of the Act 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 IntraMTA Traffic and Local VoIP traffic. Local Exchange Traffic also includes ISP Bound Traffic.

1.13 "Minutes Of Use" or "MOU" means utilization of either Party's network expressed in conversation minutes.

1.14 "Other Traffic" means Traffic which is neither Local Exchange Traffic nor ISP-Bound Traffic, and includes (but is not limited to) interexchange traffic (interLATA and intraLATA toll).

1.15 "Point Of Interconnection" or "POI" means the actual point where the Parties' networks are physically interconnected.

1.16 "Tandem Switching" means the intermediate switching of Traffic between the origination and termination of a call.

1.17 "Termination" means the switching of Traffic at the terminating carrier's End- Office Switch, or functionally equivalent facility, and the delivery of such Traffic to the called party.

1.18 "Traffic" means all traffic exchanged between the Parties.

1.19 "Transport" means the transmission by a Party of Traffic from the POI to the terminating Party's Tandem Switch or End-Office Switch which directly serves the called End User Customer.

1.20 "Voice over Internet Protocol Traffic" or " VoIP Traffic" means Traffic that originates on a network other than the Public Switched Network (PSTN) using Internet Protocol and packet switching technology that is converted to circuit switched technology for termination on the PSTN.

## **2      Scope of Agreement**

2.1      This Agreement addresses certain rights and obligations of each Party to establish and utilize interconnection for the exchange of Traffic between the Parties' networks, and the reciprocal compensation rates to be charged for the exchange of such Traffic pursuant to Section 251 and 252 of the Act, to the extent provided herein.

## **3      Interconnection Arrangements and Traffic Routing**

3.1      Indirect Interconnection. Based upon the volume of Local Traffic anticipated to be exchanged by the Parties as of the Effective Date of this Agreement, the Parties agree that pursuant to § 251(a)(1) of the Act, Level 3 may choose to indirectly interconnect with Carrier for the exchange of Local Traffic through the use of a third party tandem provider to reach the point of interconnection (POI). When either Party determines that the volume of traffic exchanged between the Parties warrants a direct interconnection (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 interconnection will be established. While not physically connected under Indirect Interconnection, the Parties will consider the POI to be the existing meet-point(s) between Carrier and the third party Local Tandem Switch provider as identified on Attachment B.

3.2      Each Party shall be responsible for the cost of providing facilities to the third party local tandem and each Party is responsible for costs of traffic originating on its network.

3.3      Direct Interconnection. If the Parties agree to establish two-way direct interconnection, the POI shall be located at the Carrier's switch, or the Carrier's exchange boundary or at another technically feasible point within the Carrier's network as mutually agreed upon by the Parties.

3.4      Level 3 may elect to build its own facilities to the Carrier's network or may choose to lease facilities from a Third Party carrier that has established interconnection with Carrier.

3.5      Each Party shall be responsible for its costs of providing its facilities to the POI Third Party Meet Point Facilities.

3.6      Level 3 may order jointly provided special access facilities from Carrier and a third party carrier that has a meet point interconnection arrangement with Carrier. The POI in these cases shall be the Carrier meet point with the third party carrier.

3.7      Third Party Meet Point Facilities used for Local Traffic. A separate two-way trunk group shall be established for the two-way exchange of Local Traffic over which only Local Traffic shall be routed. Neither Party shall route traffic that originated on a third party network to the other Party. No compensation shall be owed to Carrier for the use of Third Party Meet Point Facilities when used for the exchange of Local Traffic; however, Level 3 is responsible for all costs owed to the Third Party carrier.

3.8      Third Party Meet Point Facilities used for Other Traffic. Where direct

interconnection is not prohibited by Carrier tariffs, either Party may establish a separate trunk group for the exchange of Other Traffic. The ordering and billing of such trunk groups shall be subject to each Party's Interstate and Intrastate switched access tariffs.

3.9 The Parties agree that the identification of Local Traffic and Other Traffic shall be determined by the physical location of the calling and called End Users.

3.10 Upon the expiration or termination of this Agreement, the Parties shall cooperate to promptly disconnect any directly connected facilities between them used in the exchange of Local Traffic unless the Parties seek to negotiate a replacement agreement.

#### **4. Central Office Codes ("NXXs")**

4.1 For the purpose of exchanging Local Traffic, Level 3 shall obtain Central Office Codes which are uniquely associated with the local exchanges with which the Carrier has Commission-mandated EAS/local calling.

#### **5. Local Number Portability (LNP)**

5.1 Local Number Portability ("LNP") provides an End User of Local Exchange Traffic with an active account the ability to retain its existing telephone number when changing from one local exchange telecommunications carrier to another within the applicable rate center. The Parties recognize that some of the Local Exchange Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.

5.2 The Parties shall provide LNP query, routing, and Transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and Transport services shall be billed in accordance with each Party's applicable tariff.

##### **5.3 N-1 Responsibility**

5.3.1 In cases when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.

If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on 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 telephone number resides. An N-1 carrier shall be responsible for payment of charges to the other Party for any default 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.



#### 5.4 Office Code Translations

5.4.1 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide (LERG) in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

5.4.2 Unless mandated otherwise by a Commission Order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, in all areas where Level 3's service area overlaps the service area of a Carrier, Level 3 shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for the Carrier.

5.4.3 Neither Party shall assign a number out of an NXX code to a person or entity that does not have a physical presence in the assigned rate center for that code under this Agreement. In the event that either Party should offer a foreign exchange or similar service to a person or entity, the Parties agree to negotiate in good faith an ancillary agreement which shall incorporate a revenue sharing rate arrangement.

#### 5.5 VoIP Traffic

5.5.1 The Parties agree that VoIP Traffic which both originates and terminates within the same Local Calling Area (as determined by the physical location of the End User's originating and terminating the VoIP Traffic call and not by the location of the call's conversion to/from circuit switched technology) shall be routed over the trunk group established for the exchange of Local Traffic, or if no direct connection, over the EAS facilities. VoIP Traffic which originates and terminates in different Local Calling Areas (as determined by the physical location of the End Users originating and terminating the VoIP Traffic call and not by the location of the call's conversion to/from circuit switched technology) shall be routed over the trunk group established for the exchange of Other Traffic, and in no case over the EAS facilities. The Parties further agree to cooperate in good faith to determine a manner to transmit information which identifies Traffic as VoIP Traffic, and to transmit such information when possible but in any event in compliance with Sections 7 and 9 (and their subsections) below.

5.5.2 Due to the advancement of Internet Protocol ("IP") technology and applications available, services have become more mobile. Because of this, the Parties agree that Nomadic Traffic is VoIP traffic that originates or terminates to an Internet Protocol CPE device capable of being used at locations other than and in addition to the End User's service location and utilizes mobile computing technology to connect to the global internet or use specific data resources from a stored location while moving around from one place to another. Both Parties agree that Nomadic traffic provided by either Party will be incidental. If either Party believes that the majority of the other Party's traffic is Nomadic Traffic, then the Parties 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. If either Party intends to send primarily Nomadic Traffic, then such Party shall notify to other Party in writing within sixty (60) days to amend the Agreement.

## **6. Network Design and Management**

6.1 Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.

6.2 Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

6.3 Parties will work cooperatively to install and maintain their networks. Parties shall maintain 24/7 maintenance contact information.

6.4 The Parties will provide Common Channel Signaling (CCS) information to one another for all exchanged Traffic.

## **7. Compensation for Traffic**

7.1 Local Exchange Traffic. The Parties agree Local Exchange Traffic will be exchanged on a Bill and Keep basis.

7.2 ISP Bound Traffic. The Parties agree they shall exchange ISP-Bound Traffic on a Bill and Keep basis.

7.3 Other Traffic. Other Traffic shall be subject to each Party's Interstate and Intrastate switched access tariffs as applicable.

7.4 VoIP Traffic. The Parties agree that VoIP Traffic is compensable as a telecommunications service, and that such traffic is either: (1) Local Exchange Traffic; or (2) Other Traffic as determined by the physical locations of the calling and called End Users. VoIP Traffic that is exchanged as Local Exchange Traffic is compensable per Section 7.1. VoIP Traffic that is exchanged as Other Traffic is compensable at Carrier's interstate switched access rates.

7.5 When technically feasible, the ISUP Jurisdiction Information Parameter ("JIP") will be populated by Level 3 on its Traffic terminated to Carrier in order to facilitate the determination of the End Users' location.

7.6 The Parties acknowledge that with present technology and due to action or inaction by third parties, they may be unable to identify Traffic as VoIP Traffic, route such VoIP Traffic as required by this Agreement, or identify the physical point at which a VoIP Traffic

call originates. Accordingly, if Traffic is not correctly identified by the origination of the call or records exchanged between the Parties during the normal course of business, both Parties agree to work together in good faith to identify the disputed Traffic for the purpose of proper billing and compensation. The Parties shall have 30 (thirty) business days to reach agreement following receipt of notice by either Party that there is Traffic that is not properly identified for billing and compensation purposes and/or is not being routed as required by this Agreement. The Parties may mutually agree in writing to extend discussions to resolve the disputed Traffic, otherwise either Party may invoke the Dispute Resolution process in Section 20 of this Agreement. The Party terminating Traffic improperly identified or routed as Local Traffic shall be compensated for such Traffic pursuant to its switched access tariffs.

7.7 Each Party agrees it shall compensate the other Party according to the terms of this Agreement for all Traffic routed or delivered to the other Party's network.

## **8. Recording**

8.1 Each Party is responsible for recording the Traffic terminated on its network over direct connection facilities, or to obtain such recordings from the third party Local Tandem Switching or Access Tandem Switching provider.

8.2 The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records.

8.3 Each Party shall keep adequate records of usage.

## **9. Traffic Jurisdiction Identification**

9.1 For billing purposes, each Party shall pass original and true Calling Party Number ("CPN"), and other SS7 ISDN User Part ("ISUP") information on each call that is terminated to the other Party. Neither Party will alter the CPN or other SS7 parameters which indicate the true originating point of the call.

9.2 Each Party shall, if technically feasible, include the ISUP JIP in the Initial Address Message ("IAM"). The JIP shall contain six (6) digits (NPANXX format) representing the switch location.

9.3 When a Party provides a transit-like function to a third party (for example, as a media gateway for VoIP Traffic terminated on the other Party's network (the "Transiting Party"), the Transiting Party shall use its best efforts to cause the third party to correctly populate and pass calling party information in accordance with the terms of this Agreement. The Transiting Party shall pass the JIP, when available, unchanged from the incoming IAM to the outgoing IAM when the IAM is populated.

9.4 The Parties acknowledge the ongoing FCC activity regarding IP enabled services, provision of E911, and the physical location of the broadband End User. The Parties agree to negotiate in good faith to include any additional data in call setup, which the FCC determines will

assist to identify the physical location of the broadband End User.

## **10 Auditing**

10.1 Each Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more than once per twelve (12) month period to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any request for an audit shall meet the following requirements: (i) a minimum of sixty (60) days prior written notice to the audited Party, (ii) conducted during normal business hours of the audited Party, (iii) at the auditing Party's sole expense, (iv) within a reasonable scope and for a reasonable duration, (v) in a manner that does not interfere with the audited Party's business operations, and (vi) in compliance with the audited Party's security rules.

10.2 If an independent auditor is to be engaged, such auditor shall be selected by the thirtieth (30th) day following the audited party's receipt of a written audit notice. The auditing party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

## **11 Billing; Disputed Charges**

11.1 Switched Access Billing. Switched access charges shall be billed in accordance with each Party's interstate or intrastate switched access tariff. VoIP Traffic that is exchanged as Other Traffic is compensable at Party's interstate switched access rates.

11.2 Each Party shall ensure bills and payments reference the specific company name and billing account for which traffic is being billed or paid. 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.

11.3 Each Party shall bill the other Party on a monthly basis for any amounts owed under this Agreement. The billing Party will send the invoice to the receiving Party within ten (10) calendar days from the date of the invoice. Invoices will be due within forty-five (45) days after receipt of an invoice. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made the next business day. Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner. Payments are to be made to the address indicated on the invoice. Invoices shall be sent to:

Loretel Systems, Inc  
Attn: Accounts Payable  
150 2<sup>nd</sup> Ave SW, Perham, MN 56573

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

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

CLK01 – Level 3 Communications  
CLK01 Media Processing Center  
P.O. Box 15700  
Phoenix, AZ 85060  
Email: centurylink.invoices@synchronoss.com

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

CLK01 – Level 3 Communications  
c/o Synchronoss  
4020 E. Indian School Rd.  
Phoenix, AZ 85018

Level 3 would prefer to receive all billing information in an electronic media format. If currently sending paper invoices and have the ability to supply invoices in a BOSCABS, CABS, SECABS, or EDI format, please email ndm\_ftp\_setup@synchronoss.com to setup electronic invoice transmission protocol.

11.4 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.

11.5 If no previous interconnection agreement exists between the Parties, there shall be no liability or billing for services otherwise subject to this Agreement but provided prior to the Effective Date of this Agreement. If a previous interconnection agreement exists between the Parties, then 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.

11.6 A Party must give written notice to the other Party identifying any dispute of an invoiced amount. A Party may withhold payment of a properly disputed portion of an invoice but must timely pay the undisputed portion. The Parties agree that they will each make a good faith effort to promptly resolve any billing dispute. If a Party properly disputes charges and withholds payment of the disputed amount, such amount shall be subject to late payment charges as set forth below, if the dispute is resolved in favor of the invoicing Party, then the disputed amount plus the late payment charge shall be paid to the invoicing Party within thirty (30) days of resolution of the dispute. If the dispute is resolved in favor of the disputing Party, then the invoicing Party shall credit the invoice of the disputing Party for the amount of the disputed charges, plus any late payment charges assessed on such amount, no later than the second bill date after the resolution of the

dispute. Any amounts owed under the terms of this Agreement by one Party to the other Party, if not paid when due, shall be subject to a late payment fee equal to the lesser of: (a) one and one-half percent (1½%) per month; or (b) the highest rate of interest that may be charged under applicable law, compounded daily, for the number of days from the date on which such payment was due until the date on which such payment is made and available.

11.7 Disputed Jurisdiction. A Party may conduct a review of Traffic terminated at any time to determine the other Party's compliance with the terms and conditions of this Agreement, and the other Party shall cooperate fully and timely with a request to validate Traffic jurisdiction and associated compensation.

11.8 The Parties contemplate that Traffic Jurisdiction Identification as described in Section 7.5 may be validated by comparing when available: (a) the Calling Party Number; (b) the Called Party Number; (c) the Jurisdiction Information Parameter; (d) the address data populated in the E911 Automatic Line Identification (ALI) database, directory listing, or other information which may identify the physical geographic location of the originating End User.

## **12. Migration Orders**

12.1 Should either Party's customer experience an out of service condition resulting from an unsuccessful Migration Order, both Parties agree to cooperate to rectify the out of service condition as soon as possible following notification.

12.2 There will be no additional charges associated with correcting such out of service conditions associated with Migration Orders.

12.3 Migration Orders shall be submitted on industry standard Ordering and Billing Forum Local Service Request forms.

12.4 Migration Order Charges. The Parties shall reciprocally compensate each other for Migration Order services at the rates provided on Attachment A.

12.5 Service Date Modifications/ Customer Not Ready. Level 3 may request a change in due date prior to the originally scheduled due date, before Carrier transmits a Firm Order Confirmation (FOC). If the request for modification to the service date occurs within twenty four (24) hours of the scheduled due date, Level 3 may be subject to charges for work and labor-related expenses already completed.

## **13. Letter of Authorization**

13.1 Each Party is responsible for obtaining a Letter of Authorization ("LOA") or third party verification from each End User initiating Migration of service from one Party to the other Party. The Party obtaining the LOA or third party verification from the End User will furnish it to the other Party upon request. Such LOA may be a blanket LOA or other form agreed upon between the Parties which authorizes the release of customer proprietary network information from one Party to the other Party or, if state or federal law provides

otherwise, in accordance with such law. Transmission of the LOA will be made via facsimile or email in order to expedite order processing.

13.2 If there is a conflict between an End User and either Party regarding the disconnection or provision of services, the Parties will honor the latest dated Letter of Authorization or third party verification. If, in resolution of the conflict, and End User's service which has been disconnected is to be restored, such service restoral shall be treated as an out of service condition and shall be restored within 24 hours. The Party which had initiated the Migration Order is responsible to pay the applicable nonrecurring charges as set forth in the other Party's applicable tariff to restore the End User's prior service.

#### **14 SS7 Signaling**

14.2 The Parties agree to interconnect their SS7 (Signaling System 7) networks using industry supported SS7 parameters and ANSI standards, either directly or through third parties, and further agree:

14.1.2 To exchange ISUP (Integrated Services Digital Network User Part) messages.

14.1.3 Each Party agrees to provide carrier identification parameter (CIP) within SS7 call set-up signaling protocol at no charge. Each Party shall support 64 KBPS clear channel where it provides such capability to its End Users.

14.1.4 To set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation.

14.1.5 To exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices.

#### **15 Directory Listings**

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

15.2 Carrier will not impede Level 3 in the listing of Level 3's End Users for inclusion in Carrier's directory.

15.3 Charges for Directory Listings will be between Level 3 and publisher.

#### **16 911/E911 Services**

16.1 ILEC is not the 911 service provider serving the PSAP.

16.2 Each Party shall be responsible for establishing its interconnection from its

Switch to the emergency service 911/E911 service provider's router.

16.3 Each Party shall be responsible for entry of its own Automatic Line Identification ("ALI") records in the E911 service provider's ALI database.

**17. Interconnected VoIP Provider (IVP)**

17.1 Level 3 is providing services to an 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 Carrier in order to provide such services.

17.2 Carrier and Level 3 will interconnect, exchange traffic and maintain compensation for traffic originated or destined to an IVP as if it were traffic to or from Level 3's End Users as provided for in this Agreement.

17.3 Carrier shall route such IVP traffic destined for Level 3's end office as defined in the LERG, and Level 3 shall be responsible, including financially, for any such traffic.

17.4 Level 3 may obtain NXX codes or thousands number blocks on behalf of an IVP.

17.5 IVPs may directly obtain NXX codes and/or thousands number blocks consistent with current FCC rules. The Parties understand and agree that IVP's OCN and LRN will be associated with its Carrier Partner, Level 3, for all traffic under this Agreement.

17.6 Level 3 agrees to pass unaltered signaling information received from the IVP per 47 C.F.R. § 64.1601 and applicable industry standards.

17.7 Level 3 shall be responsible for providing 911 services to its IVP(s).

17.8 These terms do not otherwise modify or supersede any terms or conditions of this Agreement.

**18. Robocall Mitigation**

18.1 For robocall authorization, Parties shall adhere to all applicable federal rules and regulations.

18.2 For robocall traceback, Parties shall adhere to all applicable federal rules and regulations.

**19. Term of Agreement**

19.1 This Agreement shall commence when fully executed (the "Effective Date") and have an initial term of two (2) years, and shall thereafter automatically renew year-to-year unless either Party gives the other Party written notice of intent to terminate at least one hundred forty five (145) days prior to the expiration date of the initial or any renewal



term.

- 192 Notwithstanding Section 19.1 above, either Party shall have the right to terminate this Agreement for cause as provided in Section 33 below.
- 193 Notwithstanding a notice of termination or a request for negotiation of a replacement interconnection agreement, this Agreement shall remain in effect until (a) replaced by another agreement negotiated or arbitrated between the Parties pursuant to applicable law, or (b) subject to prior Commission approval, the Parties disconnect any connecting facilities or terminate service arrangements subject to Section 21 below.
- 194 Applicable law, or (b) subject to prior Commission approval, the Parties disconnect any connecting facilities or terminate service arrangements subject to Section 33 below.
- 195 Termination of this Agreement does not release either Party from prior or future liability upon termination.

## **20. Dispute Resolution**

- 20.1 The Parties agree to use the following dispute resolution procedure with respect to any claim arising out of or relating to this Agreement.
- 20.2 At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of ninety (90) days (unless it becomes clear that a voluntary resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer business representatives, but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.
- 20.3 If the negotiations do not resolve the dispute within ninety (90) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, then either Party may proceed with any legal or equitable remedy available to it.
- 20.4 If the Parties agree to seek alternative dispute resolution each Party shall bear its own costs and attorneys' fees of these procedures set forth in this Section 20 and shall equally split the fees and costs of any mediation or arbitration procedure, including the fees of the arbitrator or mediator.

## **21. Limitation of Liability**

- 21.1 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.

- 212 Neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special, reliance, punitive, or consequential damages arising out of or related to this Agreement or the provision of service hereunder. A Party's liability shall not be limited with respect to its indemnification obligations under this Agreement.
- 213 Damages shall not exceed amount equal to the proportionate charge for the affected service(s).
- 214 Each Party is not limited to indemnify, defend, and hold the other Party harmless against amounts payable to third parties

## **22. Indemnification**

- 22.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, intentional misconduct, libel, slander, invasion of privacy, copyright infringement, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, copyright infringement, gross negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both Parties to this Agreement, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend, settle, or pay for any action or suit brought by a Third Party against the Indemnified Party. The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) 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. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.
- 22.2 The Indemnifying Party shall not be liable under this Section 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 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 undertake the defense.

- 223 There shall be no indemnification to claims that are paid by the indemnified Party without written consent which cannot be unreasonably withheld, conditioned, or delayed.

## **23. Taxes**

- 23.1 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.
- 23.2 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.

## **24. Force Majeure**

- 24.1 Neither Party shall be held 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, such as acts of God, pandemic, acts of civil or military authority, acts of public enemy, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, hurricanes, tornadoes, nuclear accidents, floods, power blackouts, storms or unusually severe weather, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the reasonable control of the non-performing Party, upon giving prompt notice to the other Party. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, 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 shall perform its obligations at a performance level no less than that which it uses for its own operations.

**25. Agency**

25.1 Nothing contained herein shall constitute the Parties as joint venturers, partners, or employees, or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation, and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability, unemployment insurance, and all other regulations governing such matters.

**26. Nondisclosure of Proprietary Information**

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

**27 Intellectual Property**

27.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. No license in patent, copyright, trademark, service mark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of the Parties to ensure, at no separate or additional cost to the other Party, that the Party has obtained any necessary licenses (in relation to intellectual property of third parties used in the Party's network) to the extent of the Party's own use of facilities or equipment (including software) in the provision of service to the Party's End User Customers.

27.2 As 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 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 or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

273 It is the responsibility of each Party to ensure, at no separate or additional cost to the other Party, that each Party has obtained any necessary licenses (in relation to intellectual property of third parties used in each Party's network) to the extent of each Party's own use of facilities or equipment (including software) in the provision of service to each Party's End User Customers.

## **28. Notices**

28.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if: (a) delivered by prepaid overnight express service (with a scanned copy to the email addresses if listed below); or (b) sent by certified mail, postage prepaid and return receipt requested (with a scanned copy to the email addresses if listed below), at the following addresses of the Parties:

### **CARRIER**

Loretel Systems, Inc  
Attn: Dave Schornack  
Director of Business Development  
150 2<sup>nd</sup> Ave SW, Perham, MN 56573  
Email: David.schornack@arvig.com

### **LEVEL 3 COMMUNICATIONS**

Level 3 Communications, LLC  
Attn: Gary Black  
VP Carrier Relations  
1025 Eldorado Blvd.  
Broomfield, CO 80021

### **With a copy to:**

Level 3 Communications, LLC  
Attn: Scott Seab  
Associate General Counsel  
1025 Eldorado Blvd.  
Location COL00-23-423  
Broomfield, CO 80021  
Email: scott.seab@lumen.com  
Email2: legal.interconnection@lumen.com

28.2 Notices shall be effective upon receipt in the case of overnight express service or within three (3) business days of being sent via registered mail with return receipt requested to either Party or to such other location as the receiving Party may direct in writing.

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

**29 Cooperation**

29.1 The Parties agree that this Agreement involves the provision of Carrier services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis.

**30 Severability**

30.1 If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement that is invalid. In all other respects, this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

**31. Assignment**

31.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent, which consent cannot not be unreasonably withheld, of the other Party shall be void, except that upon written notice either Party may assign this Agreement or any rights and obligations thereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party whether by consolidation, merger, sale or otherwise, or in connection with a financing transaction. No assignment or delegation hereof shall relieve the assignor of its obligations under the Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

**32. Entire Agreement**

32.1 This Agreement, including all Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, its representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. No modification or waiver of any provisions of this Agreement shall be effective unless in writing, signed by an officer of each Party, and approved by the Commission.

**33      Termination Upon Default**

33.1      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 the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of the written notice thereof.

**34      Executed in Counterparts.**

34.1      This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument.

**35      Regulatory Approvals**

35.1      This Agreement will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Carrier will submit the Agreement to the Commission for approval. The Parties shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval. A determination by the Commission or any regulatory body that it does not have jurisdiction over this Agreement or that formal approval is unnecessary shall have no impact on the Agreement.

35.2      Amendments. Level 3 and Carrier may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement. No amendment, modification or supplement to this Agreement shall be effective without dual signatures by the Parties and approval of the Commission unless the Commission shall have first determined that it does not have jurisdiction over this Agreement.

**36      Governing Law**

36.1      To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the state of North Dakota without regard to its conflicts of laws principles. In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any provision hereof, the Parties shall renegotiate in good faith to modify such affected provisions as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action. The Parties acknowledge and agree that a FCC ruling establishing or modifying industry-wide intercarrier or interconnection arrangements with rate of return rural carriers shall constitute a change in law under this Section 36.1.



**37     Third Party Beneficiaries**

37.1     This Agreement does not confer or provide any right or benefit to any person not a party, assignee, or successor to this Agreement and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege in excess of those existing without reference to the Agreement.

**38     Conflict with Tariffs**

38.1     In the event of any conflict between the language of this Agreement and the language of an applicable tariff, this Agreement shall control.

**39     Change of Law**

39.1     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.

**40     Waivers**

40.1     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.

**41     Authority**

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

**42     Survival**

42.1     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 expected to survive (or be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

**43     Filing of Agreement**

43.1     Upon execution, Carrier shall file this Agreement with the Commission pursuant to the requirements of Section 252 of the Act.

Carrier and Level 3 hereby authorize this agreement for the state of North Dakota.

Level 3 Communications, LLC

May 20, 2021

Gary Black Jr

Gary Black Jr (May 20, 2021 11:49 MDT)

Signature

Date

Gary Black

Typed Name

VP Carrier Relations

Typed Title

Loretel Systems, Inc.

Dave Schornack

05/25/2021

Signature

Date

Dave Schornack

Typed Name

Director of Business Development and Sales

Typed Title

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## ATTACHMENT A RATES AND CHARGES

### **Reciprocal Compensation Rate**

Local Traffic Transport and Termination (Per MOU)	Bill and Keep
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### **Migration Order Charges**

One-Time Account Establishment Charge	\$275.00
Migration LSR Charge	15.00
Subsequent LSR Charge	15.00

## **ATTACHMENT B**

### **DIRECT AND INDIRECT INTERCONNECTION**

1. Direct Interconnection: NA
2. Indirect Interconnection: The Parties agree to indirectly exchange two-way traffic between their networks in North Dakota through the following tandem switch subject to the provisions of Section 3 of this Agreement: FARGNDBC12T.