

July 13, 2021

VIA EMAIL TO
PRC.RECORDS@STATE,NM.US

ADVICE NOTICE

ENMR TELEPHONE COOPERATIVE DBA
PLATEAU

ICA Advice Notice No. 21-001

LEVEL 3 COMMUNICATIONS, INC.

ENMR Telephone Cooperative dba Plateau gives notice to the public and the Commission of the submission of the negotiated interconnection agreement described below pursuant to 47 U.S.C. Section 252(e). Notices, inquiries, protests, and comments regarding this submission should be directed to:

ENMR Telephone Cooperative
dba Plateau
David J. Robinson
CEO
7111 North Prince Street
Clovis, New Mexico 88101

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

Description of Agreement

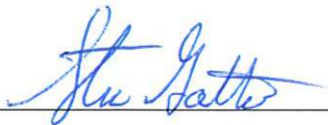
The “Interconnection Agreement By and Between ENMR Telephone Cooperative dba Plateau and Level 3 Communications,” provides rates, terms and conditions for interconnection and the exchange of local traffic between the companies.

Within thirty (30) days after the date of the filing of this Advice Notice, any person, including Commission Staff, believing that the Commission should reject the agreement submitted with this Advice Notice or any portions thereof, must file an original and two copies of a request for rejection with the Commission’s Utility Division, P.O. Box 1269, Santa Fe, New Mexico 87504. A request for rejection must state with particularity the basis for rejecting the agreement[s] or portions thereof pursuant to 47 U.S.C. Section 252, including any violations of the standards set out in 47 U.S.C. Section 252(e)(2)(A). When it is filed with the Commission, a request for rejection

must be served on the contracting parties at their addresses listed above and on the New Mexico Attorney General, Post Office Drawer 1508, Santa Fe, New Mexico 87504-1508, by the person making the request. Within thirteen (13) days after the request is filed, the parties to the agreement or any other interested person may file a reply to the request.

Within five business days after the date of the filing of this Advice Notice, ENMR Telephone Cooperative dba Plateau will post a copy of this Advice Notice to its website at www.plateautel.com. In accordance with 17.11.18.18 (C) a copy of this Advice Notice has been served upon the New Mexico Attorney General.

Respectfully Submitted,

By:  _____

Steve Gatto
Division Manager
Vantage Point Solutions
Authorized Representative of ENMR Telephone Cooperative
dba Plateau

INTERCONNECTION AGREEMENT

By and Between

Level 3 Communications, LLC

And

ENMR Telephone Cooperative dba Plateau

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

THIS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT (the “Agreement”) is made by and between ENMR Telephone Cooperative dba Plateau (“RLEC”), an Incumbent Local Exchange Carrier certificated in the State of New Mexico, (the “State”), on behalf of itself and its affiliates, if any, in the State, and Level 3 Communications, L.L.C., (“Level 3” or “CLEC”) with a place of business of 1025 Eldorado Boulevard, Broomfield, CO 80021, a Competitive Local Exchange Carrier, on behalf of itself and its operating affiliates in the State , and shall be deemed effective upon the date of the last signature (“Effective Date”). This Agreement may refer to either RLEC or Level 3 as a “Party” or collectively as the “Parties.”

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GENERAL

- A. RLEC is authorized to provide local exchange services in the State.
- B. Level 3 is a registered provider of competitive local exchange services in the State.
- C. The Parties enter into this Agreement to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral.
- D. This Agreement establishes the methodology for the exchange of and compensation for Local Traffic (as defined herein) destined to Level 3 or RLEC and exchanged indirectly via a third-Party network or directly via direct interconnection trunks. This Agreement also establishes the methodology for the exchange of and compensation for Traffic originated on the network of a third-party carrier that transits Level 3’s network and is delivered by Level 3 to RLEC for termination.
- E. This Agreement supersedes and terminates all previous agreements between RLEC (including those of any of its affiliates operating in the State), and Level 3 (including any of its operating Affiliates) governing the exchange of Local Traffic between local exchange carriers.

2. DEFINITIONS

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

- A. “Act” – The Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*) as amended, including without limitation by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (the “FCC”).
- B. “Affiliate” – a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term “own” means to have an equity interest (or the equivalent thereof) of equal to or more than 10 percent.
- C. “Carrier Partner” - a Certified Local Exchange Carrier (Level 3) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with RLEC and demonstrates facilities readiness as described in the VoIP Numbering Order.
- D. “Customer” – a retail residential or business end-user subscriber to Telephone Exchange Services provided directly by either of the Parties. Also, a Customer may be a wholesale telecommunications services provider Customer of CLEC.
- E. “Interconnected VoIP Provider” (“IVP”) - is an entity that provides interconnected VoIP service, as that term is defined in 47 CFR §9.3 and that obtains numbering resources as described in the VoIP Numbering Order.
- F. “IntraMTA Traffic” – is Commercial Mobile Radio Services (“CMRS”) traffic that 1) originates on or transits one Party’s network, 2) terminates on the other Party’s network, and 3) at the beginning of the call originates and terminates in the same MTA.
- G. “Local Traffic” – 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.
- H. “Local VoIP Traffic” means VoIP-PSTN Traffic that originates and terminates within the geographic boundaries of the Local Calling Area as such Local Calling Area is determined by the applicable state commission. For rating purposes, Local VoIP traffic will be determined based upon a comparison of the called from and called to numbers.
- I. “MTA” – Major Trading Area as defined in 47 C.F.R. § 24.202(a).

- J. “Targeted Denial of Service” “TDoS” - a targeted denial-of-service attack is a security event that occurs when an attacker prevents legitimate users from accessing specific computer systems, devices, services or other IT resources of a targeted entity. Denial-of-service (DoS) attacks typically flood servers, systems or networks with traffic in order to overwhelm the victim's resources and make it difficult or impossible for legitimate users to access them.
- K. “VoIP-PSTN Traffic” means traffic which is exchanged between Party’s Customer and a Customer of the other Party in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format, as determined in Docket No. 01-92, In the Matter of Developing a Unified Intercarrier Compensation Regime, effective December 29, 2011 (“FCC Order” or “Order”), and terminates to a Party’s Customer.

3. TERM OF THE AGREEMENT

- A. The Initial Term of this Agreement shall be two (2) years, beginning on the Effective Date.
- B. Absent the receipt by a Party of written notice from the other Party at least ninety (90) days prior to the expiration of the Initial Term to the effect that such Party does not intend to extend the Initial Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Initial Term on a year to year basis.
- C. If pursuant to Section 3B, above, this Agreement continues in full force and effect after the expiration of the Initial Term, either Party may terminate this Agreement ninety (90) days prior to the expiration of any renewal term as reflected in Section 3B and after delivering written notice to the other Party of its intention to terminate this Agreement.
- D. In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days or such other time period as the Parties may agree is reasonable under the circumstances after written notice thereof. Default is defined to include:
 - (1) A Party’s insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (2) A Party’s material breach of any of the material terms or conditions hereof, including the failure to make any undisputed payment when due.

- E. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- F. If upon expiration or termination of this Agreement other than pursuant to Section 3D above, the Parties are negotiating a successor agreement, during such negotiation period each Party shall continue to perform its obligations and provide the services described herein under this Agreement until such time as the successor agreement becomes effective. The Parties expressly agree that the rates, terms, and conditions of the successor agreement shall be retroactive back to the date of termination of this Agreement or such other time period as the Parties may agree, such that all payments made from the date of termination of this Agreement to the effective date of the successor agreement shall be true-up to comply with the rates, terms and conditions of the successor agreement.

4. COMPENSATION

As of the Effective Date of this Agreement, the Parties agree to treat Local Traffic as bill and keep. For avoidance of doubt, all Local Traffic exchanged under this Agreement shall be rated based upon the derivation of jurisdiction by a comparison of the called from number to the called to number.

5. INTERCONNECTED VoIP TRAFFIC

- A. Level 3 is providing services to an Interconnected VoIP Provider (“IVP”), as that term is defined in 47 CFR §9.3, in which it will be the IVP’s Carrier Partner, as that term is used and defined by the FCC, and it wishes to order interconnection services from RLEC in order to provide such services.
- B. RLEC and Level 3 will interconnect, exchange traffic and maintain compensation for traffic originated by or destined to an IVP as if it were traffic to or from Level 3’s end users as provided for in the Agreement. The Parties agree that such Local Traffic may be intermingled with other Level 3 Local Traffic under this Agreement. Interexchange Carrier (IXC) Long Distance traffic is not a part of this Agreement and any traffic from an IXC will not be intermingled with the Level 3 Local Traffic that is subject to this Agreement.
- C. RLEC and Level 3 shall exchange such IVP traffic originating from and destined for Level 3’s end office(s) as defined in the LERG, using IVP’s OCN and Level 3, shall be responsible, including financially, for any such Local Traffic.

- D. IVPs will 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 Local Traffic under this Agreement.
- E. Level 3 will pass unaltered signaling information for the IVP's Local Traffic per 47 C.F.R. § 64.1601 and applicable industry standards.
- F. Level 3 shall be responsible for providing 911 services to its IVP(s).
- G. These terms do not otherwise modify or supersede any terms or conditions of the Agreement.

6. METHODS OF INTERCONNECTION

- A. Each Party may interconnect either directly or indirectly with the other Party. If either Party sends to the other party for termination 250,000 or more minutes of use per month, for three consecutive months, regardless of the carrier of origin, at which time either Party may request the establishment of Direct Interconnection.
- B. If the Parties interconnect via direct trunks between their networks, there shall be a minimum of one (1) point of interconnection between the networks. The Parties further agree that all Local Traffic exchanged between them over Direct Interconnections will be on trunks exclusively dedicated to Local Traffic and intrastate traffic. Each Party will be financially responsible for all facilities and traffic located on its side of the point of interconnection ("POI"). Parties agree to provision two-way trunk groups to exchange Local Traffic and intrastate traffic. Parties will mutually coordinate the provisioning and quantity of trunks.
- C. Either Party may choose to interconnect via indirect means, i.e., by connecting to a third Party intermediary carrier that provides connectivity between the Parties ("Transit Traffic"). In such a case, the third Party intermediary carrier would route to RLEC traffic originated by a Customer of Level 3 and destined for a RLEC Customer. Local Traffic will not be transited using an IXC.
- D. If a Party chooses to interconnect indirectly, that Party shall pay all transit charges for its originated traffic sent to the other Party for termination.
- E. When Level 3 uses a third party's tandem and/or transit service to send traffic to RLEC, RLEC may use measurements provided by the third party to determine Level 3's traffic volume.
- F. A Party establishing one-way, direct interconnection facilities shall pay the entire non-recurring and recurring costs of those facilities to the point of interconnection on the other Party's network.

7. BILLING

Charges and Payment

- A. Both parties shall pay invoices within forty-five (45) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day. Invoices shall be sent to:

**ENMR Telephone Cooperative
dba Plateau**

Plateau
PO Box 1450
Clovis, New Mexico 88102-1450

Level 3 Communications, LLC

For Paper Invoices (not sent on CD)

CenturyLink Communications
CLK01 – CenturyLink
CLK01 Media Processing CenturyLink
PO Box 15700
Phoenix, AZ 85060
Or VIA EMAIL at:
centurylink.invoices@synchronoss.com

For CDs, FedEx, UPS or Overnight Packages

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

Any electronically submitted E-paper or mechanized invoices should be directed to centurylink.invoices@synchronoss.com

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

- B. Level 3 prefers to receive billing information in an electronic media format such as BOSCAPS, CAPS, SECAPS. If RLEC is able to send paper invoices and has the ability to supply invoices in EDI format, please send Level 3 an email at ndm_ftp_setup@synchronoss.com and Level 3 will contact RLEC in order to setup electronic invoice transmission protocol.

- C. All charges under this Agreement shall be billed within two (2) years from the time the charge was incurred; previously unbilled charges more than two (2) years from the time

the charge was incurred shall not be billed by either Party, and shall not be payable by either Party. Nothing in this subsection shall affect the right of a Party to contest inaccurate invoices to the extent provided under law.

- D. If 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.
- E. 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.
- F. The applicable Billing Party will provide information and documentation to Billed Party of the traffic considered to be roaming, and Billed Party will have reasonable time to refute or confirm such documentation.
- G. The Billing Party will send monthly invoices to the receiving Party within ten (10) calendar days from the date of the invoice.

8. SS7

- A. RLEC will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent RLEC provides ANSI optional parameters for its own use, RLEC shall provide the same to Level 3 for Level 3's review.
- B. RLEC shall support 64 Kbps clear channel where it provides such capability to its end users.
- C. Either Party may choose to select a signaling vendor for purposes of providing signaling.

9. NETWORK DESIGN AND MANAGEMENT

- A. The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. RLEC will provide written notice to Level 3 of

changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

- (1) Each Party shall provide to the other's surveillance management center a twenty-four (24)-hour contact number for network traffic management issues. A fax number and email address must also be provided to facilitate event notifications for planned mass calling events.
 - (2) Each Party has the duty to alert the other to any network events that can result or have resulted in material service interruption, blocked calls, or negative changes in network performance.
- B. Neither Party will charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement.
 - C. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.
 - D. RLEC will process Level 3 maintenance requests at no less than parity with the manner in which RLEC processes its own maintenance requests or maintenance requests of its affiliates.
 - E. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.
 - F. In the case of direct interconnection, each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

10. LOCAL NUMBER PORTABILITY

Both Parties shall abide by the rules and regulations of the Federal Communications Commission and applicable state public utility commission rules and regulations to port numbers from and to each other. Parties agree that the Local Service Request (LSR) charge, which can be found in the Pricing Sheet, is reciprocal.

11. BASIC 911/E911 SERVICE

- A. 911 Arrangements are arrangements for routing 911 calls from a Party's Customers to the appropriate Public Safety Answering Point ("PSAP"), passing certain Customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area.
- B. As of the Effective Date of this Agreement, RLEC is not the 911 service provider serving the PSAP and each party is solely responsible for making their own 911 Arrangements to connect to the current 911 service provider and for making updates on a timely basis to the ALI database for their respective Customers. In the event that RLEC becomes the 911 service provider for any exchange where Level 3 is providing service under this Agreement, RLEC will provide Level 3 advance notice and the Parties agree to negotiate terms to amend this Agreement for the provision of 911 Arrangements by RLEC to Level 3.

12. DIRECTORY LISTINGS SERVICE

Level 3 will work directly with a third party vendor in order to make its Directory Listing available to any and all publishers. Any charges for directory listings or distribution will be between CLEC and Publisher.

13. ROBOCALL TRACEBACK

Cooperation with Traceback Requests. RLEC agrees that when it is acting as an upstream provider originating traffic (hereinafter referred to as an "Originating Provider") or passing traffic through (hereinafter referred to as a "Transit Provider"), if it receives a request from an industry recognized traceback administrator for information about suspicious robocalls that have been sent to a downstream provider (hereinafter referred to as a "Traceback Request"), RLEC will promptly respond to the Traceback Request in good faith. RLEC agrees that its response to the traceback administrator shall indicate if RLEC is in the call path as the Originating Provider of the calls (i.e., RLEC received the calls from RLEC's End User) or (ii) a Transit Provider (i.e., RLEC received the calls from another voice provider). The response shall also identify the source of the calls. RLEC agrees to share this information without requiring a subpoena or other formal demand or request. RLEC is not required to respond to more than ten (10) Traceback Requests per week. RLEC otherwise agrees that it will cooperate with Level 3 on reasonable traceback requests for the purposes of mitigating potentially harmful mass calling or TDoS events.

14. LIMITATION OF LIABILITY

- A. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

- B. Except as otherwise provided for in this paragraph, neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, punitive, or special damages suffered by the other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by the other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. In no event shall either Party's liability to the other for direct damages arising out of (1) a material breach of this Agreement, or (2) activities related to or involved in performance under this Agreement (whether such alleged damages in this second category arise in contract or tort) shall not exceed an amount equal to the proportionate charge for the affected service(s) during the period in which damages occurred. If that standard is not applicable, such damages shall not exceed the total amount billed under this Agreement (during the calendar year(s) in which the damage occurred) by the damaged Party to the other Party. The foregoing shall not limit a Party's obligation as set out in this Agreement to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.

15. INDEMNITY

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

- B. As to all indemnification obligations throughout this Agreement, the indemnifying Party agrees to (a) defend, or at its option settle, any claim or suit against the indemnified Party as agreed to herein; and (b) pay any final judgment entered against

the indemnified Party on such issue or any settlement thereof. The indemnified Party above: (i) must notify the other Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent that the other Party is prejudiced thereby; (ii) must provide all information and assistance as reasonably requested by, and at the expense of, the other Party in connection with the conduct of the defense and settlement thereof; and (iii) may participate in such defense or settlement with its own counsel at its sole expense, but without control or authority to defend or settle. The indemnifying Party shall not take any action, which unreasonably exposes the indemnified Party to a risk of damages, which would not be covered by such indemnity, and may not settle any matter without the prior written consent of the indemnified Party, which shall not be unreasonably withheld.

- C. Notwithstanding anything to the contrary in any agreement between the parties, no indemnification shall arise as to claims that are paid by the indemnified Party without the express written consent of the indemnifying Party, which consent will not be unreasonably withheld, conditioned or delayed.

16. TAXES

- A. Excluding taxes based on the selling Party's net income, the purchasing Party is responsible Party is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of service, including but not limited to value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges), whether imposed on either Party or its affiliate, along with similar charges stated in an invoice (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the invoice. If either Party is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to the other Party, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by the purchasing Party shall be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by the selling Party will not be less than the selling Party would have received had no such deduction or withholding been required. Purchasing Party may present selling Party with an exemption certificate eliminating selling Party's liability to pay certain Taxes and Fees; certificates will give effect thereto prospectively.
- B. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide the tax exemption certificate will result in no exemption being available to the purchasing Party until it is provided. Some Taxes and fees, and

costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service by Level 3.

17. INSURANCE

- A. Without limiting the liabilities or indemnification obligations of the Parties, each Party will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII or better and authorized to do business in each state where interconnection services will be provided under this Agreement. Insurance limits may be obtained through any combination of primary and excess or umbrella liability insurance. Each Party will require its subcontractors providing services under this Agreement to maintain proper insurance applicable to the type and scope of work to be performed.
- B. Workers' Compensation insurance with statutory limits applicable in each state where the interconnection is to be provided including Employer's Liability or "Stop Gap" insurance with limits not less than \$1,000,000 each accident.
- C. Commercial General Liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate covering personal injury, bodily injury, death, property damage, products/completed operations and contractual liability.
- D. If use of an automobile is required to provide interconnection services, Commercial Automobile Liability with limits not less than \$1,000,000 combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of this Agreement.
- E. The other Party, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities must be included as additional insureds on policies described in subsections (b) and (c) above. The coverage described in subsection (b) will be primary and not contributory to insurance which may be maintained by the other Party. Each Party will provide evidence of the insurance required herein upon request of the other Party.

18. MODIFICATION OF AGREEMENT

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

19. INTELLECTUAL PROPERTY

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark, service mark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of RLEC to ensure, at no separate or additional cost to Level 3, that RLEC has obtained any necessary licenses (in relation to intellectual property of third parties used in RLEC's network) to the extent of RLEC's own use of facilities or equipment (including software) in the provision of service to RLEC's end-user Customers.

20. CONFIDENTIAL INFORMATION

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

21. RURAL TELEPHONE COMPANY

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

22. MISCELLANEOUS

A. COMPLIANCE WITH LAW

The Parties shall comply with any applicable orders, rules or regulations of the FCC, commission, and Federal and State law during the term of this Agreement.

B. FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of public enemy, war, pandemic, endemic, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, electric power outages, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the reasonable control of the non-performing Party.

C. CHANGE OF LAW

In the event that any final and non-appealable legislative, regulatory, judicial, or other legal action materially affects any material terms of this Agreement, either Party may, on thirty (30) days written notice require that such Agreement, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action.

D. PARTICIPATION IN REGULATORY AND OTHER PROCEEDINGS

By entering into this Agreement, neither Party waives its right or ability to participate in any regulatory, judicial, or legislative proceedings regarding the proper interpretation and/or application of the Act, including interpretation and/or application that may differ from the terms contained within this Agreement.

E. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

F. ASSIGNMENT

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

G. SEVERABILITY

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this

Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any Party's ability to continue to perform its material obligations hereunder, the Parties shall immediately begin negotiations of new provisions to replace the severed provisions.

H. AUTHORITY

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

I. SURVIVAL

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

J. GOVERNING LAW

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

K. FILING OF AGREEMENT

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

L. NOTICES

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

**ENMR Telephone Cooperative
dba Plateau**

David J. Robinson
CEO
7111 North Prince Street
Clovis, New Mexico 88101

Level 3 Communications, LLC

Attn: Gary Black
VP – Carrier Relations
1025 Eldorado Blvd
Broomfield, CO 80021
Phone: 720-888-2000
Email: garyblackjr@lumen.com

With a copy to:

Level 3 Communications, LLC

Attn: Scott Seab

Assoc. General Counsel-Regulatory

1025 Eldorado Blvd

Location COL00-23-423

Broomfield, Colorado 80121

Phone: 720-888-3942

Email1. Scott.Seab@lumen.com

Email2. [Legal.Interconnection@](mailto:Legal.Interconnection@lumen.com)

lumen.com

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

M. RELATIONSHIP OF PARTIES

It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

N. NO THIRD PARTY BENEFICIARIES

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. Nothing in this Agreement shall be construed to prevent Level 3 from providing services to or obtaining services from other carriers.

O. ENTIRE AGREEMENT

This constitutes the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified in writing signed by an officer of each Party.

P. CONFLICT WITH TARIFFS

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

This Agreement is executed as dated below.

ENMR Telephone Cooperative dba Plateau	Level 3 Communications, LLC
By: <u><i>David J. Robinson</i></u>	<u><i>Gary R Black Jr</i></u> <small>Gary R Black Jr (Jan 22, 2021 15:11 MST)</small>
<u>David J. Robinson</u> Print Name	<u>Gary Black</u> Print Name
<u>CEO</u> Title	<u>VP – Carrier Relations</u> Title
<u>1-29-2021</u> Date	<u>Jan 22, 2021</u> Date

Pricing Sheet

General. The rates contained in this attachment are the rates as referenced throughout this Agreement, are reciprocal, and are subject to change as a result of filings to state and federal commissions, or state and federal commission rulings and proceedings.

Facilities Charge

DS1 *

DS3 *

*The above rates will be based on how the facilities are ordered and based upon the applicable RLEC tariff.

Reciprocal Compensation Rate

Local Traffic, Transport, and Termination Bill and Keep

Service Order Charge

Reciprocal Local Service Request (LSR) 15.00