

INTERCONNECTION AGREEMENT

By and Between

Level 3 Communications, LLC

And

Grand River Mutual Telephone Corporation

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**INTERCONNECTION AND RECIPROCAL COMPENSATION
AGREEMENT BETWEEN
GRAND RIVER MUTUAL TELEPHONE CORPORATION
AND
LEVEL 3 COMMUNICATIONS, LLC**

THIS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT (the “Agreement”) is made by and between Grand River Mutual Telephone Corp. (“Company”), with its principal place of business at 1001 Kentucky Street, Princeton, MO 64673, and Level 3 Communications, L.L.C., with a place of business of 1025 Eldorado Boulevard, Broomfield, CO 80021, (“Level 3”), and shall be deemed effective upon approval of this Agreement by the Commission (“Effective Date”). This Agreement may refer to either - Company or Level 3 as a “Party” or collectively as the “Parties.”

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

1. GENERAL

- A. Company is an incumbent local exchange carrier authorized by the State Commission to provide telecommunications services in the State of Missouri.
- B. Level 3 is a telecommunications carrier authorized by the State Commission to provide telecommunications services in the State of Missouri.
- C. The Parties are entering 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 supersede and terminate any and all other prior agreements concerning the same, both written and oral.
- D. This Agreement establishes the methodology for the exchange of and compensation for Local Traffic (as defined herein) destined to telephone numbers (TNs) associated with operating company numbers (OCNs) of either Level 3 or Company and exchanged directly via direct interconnection trunks. Additionally, Company shall exchange local traffic of Level 3’s Numbering Partner. This Agreement also establishes the methodology for the exchange of and compensation for Local Traffic originated on the network of a third-party carrier that transits Level 3’s network and is delivered by Level 3 to Company for termination.
- E. This Agreement supersedes and terminates all previous agreements between Company and Level 3 governing the exchange of local telecommunications traffic between local exchange carriers.
- F. This Agreement applies solely between Company and Level 3 and solely to the geographic area in which Company is certificated by the State Commission to operate as an incumbent local exchange carrier (“ILEC”) in the State of Missouri.

2. DEFINITIONS

Except as otherwise specified herein, the following capitalized terms will be as defined in this section, and such definitions will apply to all sections contained in this Agreement. Additional capitalized terms specific to matters covered in a particular section may be defined in that particular section. The Parties acknowledge that other terms appear in this Agreement which are not defined herein, and which may or may not be capitalized. The Parties agree that any such terms shall be as defined in the Act, or if not defined in the Act, shall be construed in accordance with their customary usage within the telecommunications industry as of the date of this Agreement.

- 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 FCC.
- B. “Affiliate” – a person or 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. “End User” – The residence or business subscriber that is the ultimate user of Telecommunications Services provided directly or indirectly to such subscriber by either of the Parties using its own network facilities or by that of a Retail Provider.
- D. “End User of Record” – the person or legal entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and paying in full all charges for service.
- E. “FCC” – the Federal Communications Commission.
- F. “Local Traffic” – telecommunications traffic of a Party or a Wholesale Customer 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 geographic boundaries of the same local calling area as defined in Company’s applicable tariffs or service catalogs. Local Traffic shall also include Local VoIP Traffic. To qualify as Local Traffic, calls must be actually originated by and actually terminated to parties physically located within the same local calling area, regardless of the NXX assigned to the calling and called parties.
- G. “Local VoIP Traffic” – VoIP-PSTN Traffic that originates and terminates within the geographic boundaries of the same local calling area as defined in Company’s applicable tariffs or service catalogs.
- H. “Numbering Partner” means the carrier from which an interconnected VoIP provider obtains numbering resources. A numbering partner must be authorized to receive

numbers from NANPA, and has responsibility to comply with the FCC numbering rules, including LNP requirements.

- I. “Retail Provider” means the entity that offers service to the End User Customer or obtains service from one of the Parties to this Agreement or obtains service from a Wholesale Customer of a Party to this Agreement. A Retail Provider may or may not have its own facilities and may be either a Telecommunications Carrier or a non-Telecommunications Carrier.
- J. “State Commission” means the Missouri Public Service Commission.
- K. “VoIP-PSTN Traffic” means traffic originated by one Party’s End Users or Wholesale Customer and terminated to the other Party’s End Users or Wholesale Customer exchanged in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format, as determined by reference to Docket No. 01-92, In the Matter of Developing a Unified Intercarrier Compensation Regime, effective December 29, 2011 (“FCC Order” or “Order”).
- L. “Wholesale Customer” means a third-party telecommunications carrier that purchases telecommunications services from either of the Parties and combines those services with its own capabilities or functionalities to offer its own services as a Retail Provider or to offer such services (whether or not in combination with other capabilities and functionalities) to another Retail Provider. By way of example, a provider of interconnected Voice over Internet Protocol service (as that term is defined in the regulations of the FCC) may be considered a Wholesale Customer for purposes of this Agreement.

3. TERM OF THE AGREEMENT

- A. The Initial Term of this Agreement shall be two (2) years (“Initial Term”), beginning on the Effective Date. Subsequent to the Initial Term, this Agreement will renew automatically on a year-to-year basis.
- 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 3.B 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 3.D 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 trued-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 exchange Local Traffic on a bill and keep basis, such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic. The fact that Local Traffic is compensated on a bill and keep basis shall not change the compensation payable under any attachments to this Agreement or the Company's applicable tariffs, pricing schedules or service catalogs, including but not limited to facilities for interconnection, access services traffic, wireless traffic and transit service traffic.

5. METHODS OF INTERCONNECTION

- A. The interconnect method will be via direct local interconnection facilities.
- B. Level 3 will not expect the Company's local end office switches to act as a tandem switch on Level 3's behalf nor will the Company expect Level 3's local end office switches to act as tandem switches on Company's behalf.

- C. When a Party uses a third-party carrier's tandem and/or transit service to exchange traffic, the other Party may rely on measurements provided by the third-party carrier to classify traffic and determine traffic volumes.
- D. For direct interconnection, the Parties agree to physically connect their respective networks at any technically feasible Point(s) of Interconnection (POIs) in the Company's local network so as to exchange Local Traffic between Level 3 or Retail Provider End Users and Company End Users.
- E. An established POI may be modified or relocated from time to time by either Party, with the consent of the other Party, which consent shall not be unreasonably refused. Any relocation shall be to another mutually agreed, technically feasible POI in the Company's local network.
- F. Parties are responsible for all interconnection costs on their respective side of the POI(s).
- G. Direct interconnection facilities between the Parties' networks shall be provisioned as two-way interconnection trunks.
- H. Physical Interconnection
 - (1) Company, at the time of execution of this agreement, deploys in its local network two end office switches located in Princeton, Missouri and Bethany, Missouri.
 - (2) Trunk Types
 - (a) Direct Local Interconnection Trunks
 - (i) The Parties will establish a local trunk group for the exchange of Local Traffic on the direct interconnection facility. The Parties agree that all Local Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate InterLATA toll traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.
 - (ii) If the Parties' originating Local Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.
 - (b) Direct End Office Trunks
 - (i) Direct end office trunk group(s) transport traffic in the geographic area covered by the exchanges as listed in the LERG.

- (ii) Direct end office trunks transport traffic between Level 3's switch and a Company end office and are not switched at a Local Tandem location. Level 3 shall establish a two-way direct end office trunk groups.
 - (iii) All traffic received by Company on the direct end office trunk(s) from Level 3 must terminate in the end office, i.e., no tandem switching will be performed at the end office.
- I. The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. Level 3 will order trunks in the agreed-upon quantities via an Access Service Request ("ASR") with all required fields as prescribed by the Ordering and Billing Forum ("OBF").
- J. No Party will construct facilities that require the other Party to build unnecessary or uneconomical facilities.
- K. Level 3 may lease facilities from Company at the applicable tariff rate or obtain facilities from a third party for which Level 3 will bear all associated facility costs.
- L. Interface Types:
If the POI(s) has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties.
- M. Programming:
It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

6. BILLING

Charges and Payment

- A. The Parties shall bill each other for all charges due on a monthly basis and all such charges, except those in dispute, shall be payable within forty (40) days of the invoice date or receipt date if invoice is received more than 10 days from the bill date. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the highest rate of interest that may be charged under applicable law. 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:

GRAND RIVER MUTUAL
TELEPHONE CORPORATION
1001 KENTUCKY STREET
PRINCETON, MO 64673

EMAIL: grm@corp.grm.net

For Paper Invoices (not sent on CD)
CLK01 – CenturyLink
CLK01 Media Processing Center
PO Box 15700
Phoenix, AZ 85060

OR VIA EMAIL:
centurylink.invoices@synchronoss.com

For CDs, FedEx, UPS or Overnight Packages:
CLK01 – CenturyLink
c/o Synchronoss
4020 E. Indian School Rd.
Phoenix, AZ 85018

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

- B. 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.
- C. 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.
- D. Invoices between the Parties shall be clearly organized and charges must be accompanied by a brief, clear, non-misleading description of the service or services rendered including the minutes of use, the rate applied, and whether the charge is for facilities or usage. Invoices not complying with this section shall not be paid until re-issued in the proper format. Invoices complying with this section shall be paid without deduction, set-off or delay for any reason, except as set forth in Section 6.E.
- E. To dispute a charge on a properly formatted invoice, the billed Party must identify the specific charge in dispute and provide a full written explanation of the basis for the dispute. A billed Party may withhold payment of a charge subject to a good faith dispute provided the billed Party pays the undisputed portion of all charges and the billed Party cooperates reasonably with the billing Party's efforts to investigate and resolve the dispute. If the billing Party determines a disputed charge was billed in error, the billing Party shall issue a credit to reverse the amount incorrectly billed, including any late payment fees. If the billing Party determines a disputed charge was billed correctly, payment of properly due charges and properly accrued late payment fees shall be due

from the billed Party on the next available invoice or forty (40) days, whichever occurs first.

- F. Pursuant to 47 USC 415, all actions at law by the Parties for recovery of their lawful charges, or any part thereof, shall have begun within two (2) years from the time the cause of action accrues, and not after.
- G. There is no waiving of rights to present claims within the applicable state or federal statute of limitations of 47 USC 415, or two (2) years.
- H. Neither Party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of fraud by the other Party's End Users Retail Provider or other third parties; provided that both Parties shall cooperate to discover, mitigate and/or prevent fraud.

7. SS7

- A. Company 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 Company provides ANSI optional parameters for its own use, Company shall provide the same to Level 3 for Level 3's review.
- B. Where available, Company agrees to provide carrier identification parameter (CIP) within Level 3's SS7 call set-up signaling protocol at no charge.
- C. Company shall support 64 Kbps clear channel where it provides such capability to its End Users or Affiliates.
- D. The Parties will cooperate to facilitate full inter- operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users or Affiliates.
- E. Either Party may choose to select a signaling vendor for purposes of providing SS7 connectivity.

8. 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. The mutually agreed upon technical and operational interfaces, procedures and performance standards for interconnection between the Parties will conform to all generally accepted industry standards with regard to facilities, equipment and services. Company 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 each other their surveillance management center twenty-four (24)-hour contact numbers 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. All interconnection facilities and trunking ordered by Level 3 from Company will be ordered using industry standard access service request (“ASR”) and will be billed in accordance with the Company’s special access tariff. Except as otherwise provided in this Agreement, 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 all industry required Common Channel Signaling (CCS) information to one another for exchanged traffic. All CCS signaling parameters will be provided. All privacy indicators will be honored, and the Parties agree to cooperate to facilitate full interoperability of CCS-based features between the respective networks.
- D. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.
- E. Company will process Level 3 maintenance requests at no less than parity with the manner in which Company processes its own maintenance requests or maintenance requests of its Affiliates.
- F. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.
- G. For 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.
- H. 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. Each Party 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. A N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf.

9. LOCAL NUMBER PORTABILITY; TRANSFERS OF SERVICE

- A. Both Parties shall abide by the rules and regulations of the FCC and applicable State Commission to port numbers from and to each other.
- B. The Parties agree to exchange trading partner profiles that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties.
- C. Each Party is responsible for following FCC rules for obtaining customer authorization from each End User initiating transfer of service from one Party to the other Party.
- D. Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.
- E. Either Party may request a change in due date prior to the originally scheduled due date, before the receiving Party transmits order confirmation. If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, the Party requesting the change may be subject to charges for work completed and labor performed.

10. BASIC 911/E911 SERVICE

Company is not the 911 service provider serving the Public Safety Answering Point ("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 Company becomes the 911 service provider for any exchange where Level 3 is providing service under this Agreement, Company will provide Level 3 advance notice and the Parties agree to

negotiate terms to amend this Agreement for the provision of 911 Arrangements by Company to Level 3 End Users.

11. 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. To the extent a Directory publisher assesses a charge for the inclusion of Level 3's Directory listings or for the delivery of the Directory to Level 3's End Users, Level 3 will be responsible for all such charges. Company will not impede Level 3 in the listing of Level 3's End Users for inclusion in Company's directory.

12. LIMITATION OF LIABILITY

- A. 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 gross negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. In no event shall either Party's liability to the other for direct damages arising out of (1) a material breach of this Agreement, or (2) activities related to or involved in performance under this Agreement (whether such alleged damages in this second category arise in contract or tort) exceed 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.
- B. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- C. To the maximum extent permitted by law, neither Party shall be liable to the End User or Retail Provider of the other Party.

13. INDEMNITY

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

Indemnifying 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 Indemnified Party is prejudiced thereby; (ii) must provide all information and assistance as reasonably requested by, and at the expense of, the Indemnifying 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.

14. TAXES

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. No exceptions shall be granted without proper documentation.

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.

15. 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.

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

17. 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.

Each Party is responsible for complying with the privacy laws applicable to its business pursuant to 47 U.S Code § 222.

18. RURAL TELEPHONE COMPANY

The Company asserts that it is a "rural telephone company" as that term is defined in the Telecommunications Act, 47 U.S.C. 153. The Company further asserts that, pursuant to Section 251(f)(1) of the Telecommunications Act, the Company is exempt from Section 251(c) of the Telecommunications Act. Notwithstanding such exemption, the Company has entered into and accepted this Agreement and the State Commission's jurisdiction over this Agreement for purposes of exchanging traffic, as defined herein, with Level 3. Execution of this Agreement does not in any way constitute a waiver or limitation of the Company's rights under § 251(f)(1) or 251(f)(2) so as to preclude the Company from

asserting its status as a rural telephone company for purposes other than this Agreement including any actions before the FCC, the State Commission, an arbitrator, or any court.

19. MISCELLANEOUS

A. COMPLIANCE WITH LAW

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

B. FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, pandemics, epidemics, 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

The Parties enter into this Agreement without prejudice to any positions they have taken previously, or any position they may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement. By entering into this Agreement, neither Party waives its right or ability to participate in any regulatory, judicial, or legislative proceedings regarding the proper interpretation and/or application of the Act, including interpretation and/or application that may differ from the terms contained within this Agreement.

E. WAIVERS

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

F. ASSIGNMENT

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

G. SEVERABILITY

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

H. AUTHORITY

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

I. SURVIVAL

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

J. GOVERNING LAW

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

K. FILING OF AGREEMENT

Upon execution, Company shall file this Agreement with the State 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 personally; (ii) delivered by express courier or delivery service or (iii) mailed, certified mail, return receipt requested, with a scanned copy, to the following addresses of the Parties:

Grand River Mutual Telephone Corporation

Mitchell Bailey
CEO
1001 Kentucky Street
Princeton, MO 64673

Lumen

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

With a copy to:

With a copy to:

Brydon, Swearingen & England, P.C. Lumen

Attn: Brian McCartney
312 E. Capitol Ave.
P.O. Box 456
Jefferson City, MO 65102

Attn: Carrick Inabnett
Assoc. Legal Counsel
100 CenturyLink Drive
Monroe, LA 71201
Phone: 318-340-5107
Email1. carrick.inabnett@Lumen.com
Email2. Legal.Interconnection@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 the Company or 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.

Grand River Mutual Telephone Corporation

By: Mitchell B Bailey

Mitchell Bailey
Print Name

Chief Executive Officer
Title

05/24/2022
Date

Level 3 Communications, LLC

By: Gary R Black Jr
Gary R Black Jr (Jun 6, 2022 17:42 MDT)

Gary Black
Print Name

VP - Carrier Relations
Title

Jun 6, 2022
Date

Appendix A

To the Interconnection Agreement By and Between

Level 3 Communications, LLC

And

Grand River Mutual Telephone Corporation

Designation of the POI(s)

The POIs for the exchange of local traffic between Company and Level 3 will be at the following end offices and their subtending rate centers as identified in the LERG:

For direct interconnection, the POI(s) for the exchange of local traffic between Company and Level 3 will be at the following offices/rate centers:

Princeton, MO (CLLI: PRTNMOXADS0)

Bethany, MO (CLLI: BTHNMOXADS0)

Appendix B

To the Interconnection Agreement By and Between

Level 3 Communications, LLC

And

Grand River Mutual Telephone Corporation

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.

Transport and Termination Charge

Local Traffic Transport, and Termination

Bill and Keep

Charges for LNP Activity

Basic Initial LNP Service Order Charge=\$48.00 per each initial request by one Party to the other Party per LNP request per Customer – To be billed to and paid by the requesting Party.

Basic Subsequent LNP Service Order Charge=\$24.00 per each time the requesting Party submits a revised request per LNP request per Customer after a Firm Order Confirmation (FOC) has been issued, but will not be assessed on requests for the postponement of a scheduled port that are made at any time before 2:00pm on the day prior to the scheduled port – To be billed to and paid by the requesting Party.

Maintenance of Service Charge

A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist: (a) No trouble is found in the interconnection trunks; (b) The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or (c) Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as follows per half hour or fraction thereof:

Basic Time per technician normally scheduled working hours	\$75.00
Overtime per technician outside of normally scheduled working hours on a scheduled work day	\$225.00
Premium Time per technician outside of scheduled work day	\$300.00

A call out of a Party's employee at a time not within the employee's scheduled work period is subject to a minimum charge of two (2) hours. Trip charge - \$40.00