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IDAHO PUBLIC  
UTILITIES COMMISSION

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

APPLICATION FOR APPROVAL OF  
NEGOTIATED AGREEMENT BETWEEN  
FARMERS MUTUAL TELEPHONE  
COMPANY AND LEVEL 3  
COMMUNICATIONS, LLC,

Case No.: FMT-T-11-01

**APPLICATION FOR APPROVAL OF  
NEGOTIATED AGREEMENT**

1. Farmers Mutual Telephone Company ("Farmers"), through its attorneys Givens Pursley LLP, hereby files this Application for Approval of Negotiated Agreement ("Agreement") between Farmers and Level 3 Communications, LLC ("Level 3"). A copy of the Agreement is submitted herewith.

2. This Agreement was reached through voluntary negotiations between Farmers and Level 3 and is submitted for Commission review and approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

3. Section 252(e)(2) of the Telecommunications Act of 1996 directs that a state Commission may reject an agreement reached through voluntary negotiations if the Commission finds that: the agreement discriminates against a telecommunications carrier not a party to the agreement; or the implementation of the agreement is not consistent with the public interest, convenience and necessity.

4. Farmers respectfully submits that the Agreement does not discriminate and is consistent with the public interest, and, therefore requests that the Commission approve this Agreement expeditiously. Approval of this Agreement will enable the parties to implement the Agreement and provide their respective customers with increased local telecommunications services choices.

5. The designated representative of each Party, for purposes of responding to inquiries in this matter is:

For Farmers:

Farmers Mutual Telephone Company  
Attn: Dan Greig  
319 SW 3rd Street  
P.O. Box 1030  
Fruitland, ID 83619  
E-Mail: [dan@fmtc.com](mailto:dan@fmtc.com)

With copy to:

Cynthia A. Melillo  
Givens Pursley LLP  
601 W. Bannock Street  
P.O. Box 2720  
Boise, ID 83701-2720  
E-Mail: [cam@givenspursley.com](mailto:cam@givenspursley.com)

For Level 3:

Level 3 Communications, LLC  
Attention: Richard E. Thayer  
Senior Corporate Counsel  
1025 Eldorado Boulevard  
Broomfield, CO 80021  
E-Mail: [rick.thayer@level3.com](mailto:rick.thayer@level3.com)

6. This Agreement does not affect the rights of non-parties and expeditious approval would further the public interest. Therefore, Farmers requests that the Commission approve this Agreement without a hearing.

DATED this 19<sup>th</sup> day of July 2011.

  
\_\_\_\_\_  
Cynthia A. Melillo  
*Attorneys for Farmers Mutual Telephone Company*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 9<sup>th</sup> day of July 2011, I served a true and correct copy of the foregoing by delivering it to the following individuals by the method indicated below, addressed as stated.

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, ID 83720-0074

U.S. Mail  
 Facsimile  
 Overnight Mail  
 Hand Delivery  
 E-mail

Level 3 Communications, LLC  
Attention: Richard E. Thayer  
Senior Corporate Counsel  
1025 Eldorado Boulevard  
Broomfield, CO 80021  
Telephone: (720) 888-2620  
E-Mail: [rick.thayer@level3.com](mailto:rick.thayer@level3.com)

U.S. Mail  
 Facsimile  
 Overnight Mail  
 Hand Delivery  
 E-mail

  
\_\_\_\_\_  
Cynthia A. Melillo

**COPY**

**INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT**

**BETWEEN**

**FARMERS MUTUAL TELEPHONE COMPANY**

**AND**

**LEVEL 3 COMMUNICATIONS, LLC**

THIS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT (the "Agreement") is made by and between FARMERS MUTUAL TELEPHONE COMPANY ("Company"), an Incumbent Local Exchange Carrier ("ILEC") certificated in the State of Idaho, (the "State"), on behalf of itself and its ILEC affiliates, if any, in the State, and LEVEL 3 COMMUNICATIONS, LLC, a Competitive Local Exchange Carrier, on behalf of itself and its operating affiliates in the State ("Level 3"), and shall be deemed effective as of this 9<sup>th</sup> day of June, 2011 ("Effective Date"). This Agreement may refer to either Company or Level 3 as a "Party" or collectively as the "Parties."

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

**1. GENERAL**

- A. Company is authorized to provide local exchange services in the state of Idaho (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 traffic originated on the networks of either Level 3 or Company 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 Company's network and is delivered by Company to Level 3 for termination.
- E. This Agreement supersedes and terminates all previous agreements between Company (including those of any of its ILEC 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. "InterMTA Traffic" – telecommunications traffic that 1) originates on one Party's network, 2) terminates on the other Party's network, 3) is either transited over the network of a third party or is terminated directly between the Parties, and 4) at the beginning of the call originates and terminates in different MTAs.

D. "Local Traffic" – telecommunications traffic for which reciprocal compensation is required by section 251 of the Act that 1) originates on one Party's network, 2) terminates on the other Party's network, 3) is either transited over the network of a third party or is terminated directly between the Parties, and 4) at the beginning of the call originates and terminates within the same MTA.

E. "MTA" – Major Trading Area as defined in 47 C.F.R. § 24.202(a).

## 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.

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 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 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 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 2D 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, 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 that traffic is in balance and will treat such traffic as bill and keep. Traffic will be presumed in balance as long as it is within +/- 5%. Either Party may begin direct billing, upon a thirty (30) day notice, based upon actual traffic measurements indicating that traffic is no longer in balance. When it is determined by either Party that traffic is no longer in balance, the Parties hereby agree that a mutually agreeable rate for reciprocal compensation shall be determined within sixty (60) days after such Party's notice to the other Party of its intent to seek compensation. There shall be no retroactive application of such payments except that the payments shall apply from the date of notice.

## **5. METHODS OF INTERCONNECTION**

A. Each Party may interconnect either directly or indirectly with the other Party. One Party's choice of a means of interconnection will not dictate the other Party's choice. If one Party chooses to interconnect directly, the other may choose to interconnect indirectly, and vice versa. However, if either Party sends to the other party for termination traffic at one DS1 level per month, for three consecutive months, regardless of the carrier of origin, then that Party will establish direct interconnection trunks to the other Party.

B. If the Parties interconnect via direct trunks between their networks, there shall be a minimum of one point of interconnection between the networks for redundancy purposes. Direct interconnection facilities shall be one-way facilities unless two-way, direct interconnection facilities are agreed by the Parties in writing in advance.

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. In such a case, the third Party intermediary carrier would route to Company traffic originated by a customer of Level 3 and destined for a Company customer.

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 Company, Company 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.

## 6. NON-LOCAL TRAFFIC

Non-local traffic shall be governed by each Party's applicable filed, lawful and effective intrastate or interstate tariffs

## 7. BILLING

### A. Charges and Payment

(1) Level 3 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:

**Farmers Mutual Telephone Company**  
319 SW 3rd Street  
P.O. Box 1030  
Fruitland, ID 83619

**Level 3**  
Level 3 Communications, LLC  
Attention: Carrier Billing

712 N. Main Street  
Coudersport, PA16915

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

(2) 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.

- (3) 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.
- (4) Invoices between the Parties shall be clearly organized and charges must be accompanied by a brief, clear, non-misleading description of the service or services rendered including the minutes of use, the rate applied, and whether the charge is for facilities or usage. Invoices not complying with this section shall not be paid until re-issued in the proper format.

## **8. SS7**

- A. Company 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 intercompany 64 KBPS clear channel where it provides such capability to its end users.
- D. The Parties will cooperate in the exchange of TCAP messages 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.

## **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. 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 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 Common Channel Signaling (CCS) information to one another for all exchanged traffic. All CCS signaling parameters will be provided. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

D. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.

E. Company will process Level 3 maintenance requests at no less than parity with the manner in which Company processes its own maintenance requests or maintenance requests of its affiliates.

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

G. In the case of direct interconnection, each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

## **10. 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 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.

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.

## **11. 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 negligent or 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.

**12. 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.

**13. 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 Company to ensure, at no separate or additional cost to Level 3, that Company has obtained any necessary licenses (in relation to intellectual property of third parties used in Company's network) to the extent of Company's own use of facilities or equipment (including software) in the provision of service to Company's end-user customers.

**14. 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.

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

**16. MISCELLANEOUS.**

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

B. 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.

C. 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.

D. 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.

E. 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, provided, however, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties, under the terms of this Agreement. Notice of assignment must be given at least sixty (60) days in advance of the proposed assignment.

F. 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.

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

H. 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.

I. 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.

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

K. 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 delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by telecopy to the following addresses of the Parties:

**To: COMPANY**

Farmers Mutual Telephone Company  
319 SW 3rd Street  
P.O. Box 1030  
Fruitland, ID 83619

**To: LEVEL 3**

Level 3 Communications, LLC  
Attention: Richard E. Thayer  
Senior Corporate Counsel  
1025 Eldorado Boulevard  
Broomfield, CO 80021  
Telephone: (720) 888-2620  
E-Mail: [rick.thayer@level3.com](mailto:rick.thayer@level3.com)

With a copy to:

Givens Pursley LLP  
601 West Bannock Street  
Boise, ID 83702  
Attn: Cynthia A. Melillo  
Fax: 208-388-1300

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; (iii) three (3) days after mailing in the case of certified U.S. mail; or (iv) on the date set forth on the confirmation in the case of delivery by telecopy.

L. 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.

M. 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.

N. 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.

O. 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.

**[end of text]**

This Agreement is executed as dated below.

**"Company"**

**"Level 3"**

By: Daniel E. Greig

By: \_\_\_\_\_

Daniel E. Greig  
**(Print Name)**

\_\_\_\_\_  
**(Print Name)**

General Manager  
**(Title)**

\_\_\_\_\_  
**(Title)**

**Date:** 7/12/2011

**Date:** \_\_\_\_\_

This Agreement is executed as dated below.

**"Company"**

**"Level 3"**

By: \_\_\_\_\_

By: Andrea Pierantozzi

\_\_\_\_\_  
(Print Name)

Andrea Pierantozzi  
(Print Name)

\_\_\_\_\_  
(Title)

VP, Voice Services  
(Title)

Date: \_\_\_\_\_

Date: 6/27/11