

**INTERCONNECTION, RESALE
AND UNBUNDLING
AGREEMENT**

Between

ACS OF ALASKA, INC.

And

ALASKA FIBER STAR, LLC

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INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into this _____ day of _____, 2000, by and between Alaska Fiber Star, LLC ("AFS"), an Alaska Limited Liability Company, and ACS of Alaska, Inc. ("ACS-AK" or "ACS"), a corporation organized and existing under the laws of the State of Alaska, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner ("Local Interconnection"); and

WHEREAS, AFS wishes to purchase Telecommunications Services for resale to others, and ACS is willing to provide such service; and

WHEREAS, AFS wishes to purchase unbundled network elements, services and functions ("Network Elements"), and to use such services for itself or for the provision of its Telecommunications Services to others, and ACS is willing to provide such services; and

WHEREAS, AFS wishes to purchase some ancillary services and functions and additional features, which are specifically included in this Agreement, and to use such services for itself or for the provision of its Telecommunications Services to others, and ACS is willing to provide such services; and

WHEREAS, the Parties intend this Agreement to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Regulatory Commission of Alaska (the "Commission").

Now, therefore, in consideration of the terms and conditions contained herein, AFS and ACS hereby mutually agree as follows:

PART A - GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each Party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. This PART A sets forth the general terms and conditions governing this Agreement. PART B contains definitions used in this Agreement. Terms used but not defined herein will have the meanings ascribed to them in the Telecommunications Act of 1996 ("Act"), in the FCC's and in the Regulatory Commission of Alaska's ("Commission") Rules and Regulations as of the Approval Date of this Agreement. PART C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule
- II. Local Resale
- III. Network Elements
- IV. General Interconnection and Operational Requirements
- V. Collocation
- VI. Rights of Way

1.2 ACS shall provide notice of network changes and upgrades in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

1.3 Nothing in this Agreement is intended to permit AFS to avoid tariffed access charges on exchange access traffic that originates or terminates with any ACS end user.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment, modification, or material clarification hereof, will be submitted to the Regulatory Commission of Alaska for approval in accordance with Section 252 of the Act. In the event that, prior to or concurrent with the Commission's approval of this Agreement, the Commission or any court or regulatory agency of competent jurisdiction rejects any provision of this Agreement, the Parties shall promptly and in good faith negotiate revisions as may reasonably be required to achieve approval of the Agreement.

2.2 Once the Commission approves this Agreement, in the event that a regulatory agency or court of competent jurisdiction (a) finds that the terms of this Agreement are inconsistent in one or more material respects with applicable federal or state law or any applicable rules, regulations, or orders, or (b) alters or preempts the effect of this Agreement, then, once such decision is final and no longer subject to administrative or judicial review, the Parties immediately shall commence good faith negotiations to conform this Agreement to the terms of such decision or to the terms of the subject federal or state law or applicable rules, regulations, or orders.

Section 3. Term and Termination

3.1 This Agreement shall be deemed effective upon the Approval Date. The term of this Agreement shall be three (3) years and shall begin on the date the Commission approves the Agreement.

3.2 At the end of the twenty-sixth (26th) month from approval, or ten (10) months prior to the end of any subsequent one (1) year term upon which the Parties may have agreed, the Parties agree that they shall immediately commence a good faith negotiation pursuant to the Telecommunications Act of 1996, and any applicable regulations, rules, or orders of this Commission, to secure a new agreement. It is the express intention of the Parties that such an agreement shall be negotiated by, or arbitrated between the Parties and approved by this Commission within ten (10) months thereafter as provided by law. The Parties agree to exercise

their best efforts and all necessary diligence to secure approval of a new agreement by the end of ten (10) months. The Parties further agree that services under this agreement shall continue to be provided, without interruption and subject to all terms and conditions of this agreement, throughout the ten (10) month negotiation, arbitration and approval period, unless a new agreement should be approved sooner.

3.3 Should a new agreement nevertheless not be approved within the ten (10) month period provided for under the Act, and by this Agreement, the Parties agree as follows: Services under this Agreement shall continue to be provided without interruption for an additional six (6) months, subject to all terms and conditions of this Agreement, except as they may be modified by an applicable interim order as provided herein. During this period either Party may apply to this Commission, the FCC, or any court of competent jurisdiction, as may be appropriate, for interim relief on an expedited basis in the form of an order extending or modifying the terms of this Agreement, pending approval of a new agreement.

3.4 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 as:

- a. Either Party's material breach of any of the terms or conditions hereof; or
- b. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

3.5 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.

Section 4. Charges and Payment

In consideration of the services provided by ACS under this Agreement, AFS shall pay the charges set forth in PART C, Attachment I.

Section 5. Implementation Team

5.1 The Parties agree to establish an Implementation Team within thirty (30) days of approval of this Agreement by the Commission. The purpose of the Team will be to identify and develop supplemental processes, operational procedures, and guidelines to implement the terms of this Agreement.

5.2 In establishing this Team the Parties recognize that technical and operational coordination between the Parties will be required to implement the arrangements and provisions of services established by this Agreement. The Parties further recognize that the many technical and operational procedures cannot be fully anticipated or resolved in advance of actual interconnection; and that, for many reasons, including the possible need to address

interconnection with other interconnecting carriers, the procedures employed may change over time. The Parties further recognize that they have a common interest in implementing this Agreement in a practical and efficient manner, and in establishing a process for this purpose.

5.3 The Team will consist of two (2) or more representatives of each company, to be designated in writing, who shall be familiar with the various operations of the Parties established or required by this Agreement. Either Party may include in meetings or activities additional technical specialists or individuals as may be reasonably required to address a specific task, matter, or subject. Each Party may replace its Team members at any time upon written notice to the other Party.

5.4 Processes, procedures and guidelines agreed upon by the Implementation Team shall be documented in a Manual. Such agreements may address the following matters and may address any other matters agreed upon by the Implementation Team:

- the administration and maintenance of the interconnecting networks;
- disaster recovery and escalation provisions;
- access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
- single points of contact for ordering, provisioning, billing and maintenance;
- service ordering and provisioning procedures, including provision of the trunks and facilities;
- conditioning and provisioning of collocation space and maintenance of collocated equipment;
- joint systems readiness and operational readiness plans;
- appropriate testing of services, equipment, facilities and Network Elements;
- monitoring of inter-company operational processes;
- procedures for coordination of local PIC changes and processing;
- physical and network security concerns;
- such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team; and
- 911 and E911 processes and procedures.

5.5 In the event that the Implementation Team cannot agree upon any matter, that matter may be referred to a senior manager of each company designated for this purpose. The managers shall then confer and seek to resolve the matter.

5.6 Nothing in this section is intended to alter any existing legal obligation or remedy of any Party, or to modify any other term of this Agreement. However, should the Implementation Team agree that amendment of this Agreement may be appropriate or necessary in order to accomplish its purposes in a more practical manner, the Team shall recommend such an amendment be promptly considered by the Parties.

5.7 The Parties further agree that any CLEC entering any market with respect to any interconnection, services, or elements subject to this Agreement, will have the right and opportunity to participate in the Implementation Team with respect to any such interconnection, services or elements.

Section 6. Network Element Bona Fide Request Process for Further Unbundling

6.1 Based upon the consideration of the scope of the Network Elements, Services and Local Interconnection provided by ACS under this Agreement, ACS shall promptly consider and analyze access to categories of Unbundled Network Elements not required by applicable law at the time of this contract, with the submission of a Network Element Bona Fide Request by AFS hereunder. The Network Element Bona Fide Request process set forth herein is intended solely to address the provision of interconnection, elements and services not currently required by applicable law.

6.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a full technical description of each requested Network Element. The Parties will meet to discuss such request and to clarify any questions regarding its scope.

6.3 AFS may cancel a Network Element Bona Fide Request at any time, but shall pay ACS actual, reasonable, and verifiable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

6.4 Within forty-five (45) days of its receipt of a Network Bona Fide Request, ACS shall deliver to AFS a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that ACS will offer access to the Network Element or will provide a detailed explanation of why it will not offer such access.

6.5 Upon receipt of the preliminary analysis, AFS shall, within thirty (30) days, notify ACS of its intent to proceed or not to proceed.

6.6 As soon as feasible, but not more than sixty (60) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request pursuant to Paragraph 6.5 above, ACS shall provide to AFS a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and, where possible, the installation intervals.

6.7 During the period from the 135th to the 160th day following its receipt of the Network Element Bona Fide Request quote, AFS must either confirm its order for the Network Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

Section 7. Intellectual Property Rights

Any intellectual property that 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 set forth in this Agreement and 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 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. To the extent not precluded by law or agreement with third parties, and when available, each Party shall, in good faith, use its best efforts and assist in seeking to obtain any licenses or sublicenses in relation to the intellectual property used in its network that may be required to enable the other Party to receive services as provided within this agreement. Any costs, fees, or expenses associated with obtaining and use of the license are to be borne by the Party receiving the service.

Section 8. Limitation of Liability

Except as provided in this Section, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively “Consequential Damages”), whether arising in contract or tort, provided that the foregoing shall not limit a Party’s obligation under Section 9 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Provided, however, that nothing contained in this section shall limit either Party’s liability to the other for gross negligence, willful or intentional misconduct by the Parties or their respective agents, subcontractors or employees.

Section 9. Indemnification

9.1 To the extent not prohibited by law, each Party shall, and hereby agrees to, defend at the other’s request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an “Indemnatee”) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, “Damages”) arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a “Claim”): (i) based upon injuries or damage or death to any person or property or the environment arising out of or in connection with this Agreement, including but not limited to collocation, that result from or arise out of such Indemnifying Party’s actions or omissions, including negligence or willful acts, breach of Applicable Law, or breach of representations or covenants made in this Agreement, or the actions, breach of Applicable Law or of this Agreement by its officers, directors, employees, agents and subcontractors, or (ii) for actual or

alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right now known or later developed (referred to as “Intellectual Property Rights”) to the extent that such claim or action arises from the Indemnifying Party’s or the Indemnifying Party’s Customer’s use of the Network Elements, Ancillary Functions, Combinations, Local Services or other services provided under this Agreement.

9.2 The Indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the Indemnified Party for any such loss, injury, liability, claim or demand. The Indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the Indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The Indemnifying Party shall not be liable under this Section for settlement by the Indemnified Party of any claim, lawsuit, or demand, if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the Indemnifying Party shall be liable for any reasonable settlement made by the Indemnified Party without approval of the Indemnifying Party.

9.3 Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from a Party’s discontinuance of service to a subscriber for nonpayment.

9.4 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party’s lines, neither Party shall be liable for any act or omission of the other companies or carriers. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss.

Section 10. Insurance

10.1 AFS shall, at its expense, obtain and keep in force during the term of this agreement, the following types and minimum limits of insurance:

Commercial General Liability per combined single limit applying to bodily injury and property damage	\$10 Million per occurrence
Worker's Compensation Insurance	Statutory
Employers' Liability	\$500,000
Automotive Liability	\$1 Million per occurrence

10.2 Required limits may be satisfied through primary and umbrella or excess policies; all insurance coverage shall be underwritten by companies licensed to do business in the State of Alaska. All policies required of AFS shall be deemed to be primary and not contributing to or in excess of any similar insurance coverage purchased or maintained by ACS.

10.3 Each policy shall contain a waiver of subrogation clause.

10.4 All policies, as permitted by law, shall be endorsed to name ACS as an Additional Insured. AFS shall produce Certificate(s) of Insurance, including a copy of the Additional Insured Endorsement, prior to ACS' performance under this contract, and annually thereafter as long as AFS uses or occupies collocation space. AFS, or AFS' insurer, shall provide ACS with sixty (60) days advance written notice of any material change or cancellation of any of the coverage specified above. All insurance must be in effect on or before the effective date of this Agreement and shall remain in force so long as this Agreement is in effect, or AFS' equipment remains within any collocation space, whichever is later. AFS' obligation to provide insurance coverage is not limited to its collocation activity, but is intended to cover any liability arising out of this Agreement.

Section 11. Remedies

11.1 In addition to any other rights or remedies, to the extent permitted by applicable law, either Party may sue in equity for specific performance. The obligations of the Parties and the services offered under this Agreement are unique.

11.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

Section 12. Confidentiality and Publicity

12.1 Subject to the limitations of Section 12.3, all information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and

proprietary to the Disclosing Party and subject to this Agreement. Confidential or proprietary information shall be used for purposes of interconnection only and shall not be used in any way whatsoever for marketing. Such information includes but not limited to, trade secrets, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, orders for services, usage information in any form.

12.2 Regardless of the means of disclosure, information shall be protected by the receiving Party in accordance with the terms of this Section 12, provided that such information should reasonably have been understood by the receiving Party, by virtue of legends or other markings or the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing Party. Each Party agrees that the information it receives shall not be copied or reproduced in any form except to the extent reasonably necessary to such Party's exercise of its rights or performance of its obligations pursuant to this Agreement. Each Party agrees to protect the information received from distribution, disclosure or dissemination to anyone except its employees and consultants with a need to know such information. When requested as to specific information, each Party agrees to provide the other with a list of persons receiving the confidential or proprietary information. Each Party will use the same standard of care to protect information as it would use to protect its own confidential and proprietary information.

12.3 Notwithstanding the provisions of Section 12.1, there will be no obligation to protect any portion of information that is (a) made available by the owner of the information or lawfully disclosed by a non-Party to this Agreement; (b) lawfully obtained from any source other than the owner of the information; (c) previously known to the Recipient without an obligation to keep it confidential; or (d) independently developed by the Recipient without use of the information disclosed.

12.4 Disclosure of information received shall not be prohibited to the extent such disclosure is compelled by a court or administrative agency having jurisdiction over the receiving Party or is otherwise required by law. In such event, however, the Recipient shall use reasonable efforts to notify the other Party prior to making such disclosure and shall cooperate in the other Party's efforts to object to such disclosure or to obtain confidential treatment of the information to be disclosed.

12.5 This Section 12 shall survive the termination or expiration of this Agreement with respect to any information disclosed by one Party to the other while this Agreement was in effect. All information shall be returned to the Disclosing Party within a reasonable time following the Disclosing Party's request following the termination or expiration of this Agreement.

Section 13. Warranties

EXCEPT AS SPECIFICALLY PROVIDED IN PART C, ATTACHMENT V, SECTION 7.9 OF THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. BOTH 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.

Section 14. Assignment and Subcontract

A Party shall have the right to assign this Agreement or any right, obligation or interest hereunder to an affiliated entity upon written notice to the other Party. Neither Party shall assign this Agreement, or any of its rights, obligations, or interest hereunder to a non-affiliated entity, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment or delegation in violation of this Section shall be void and ineffective, and shall constitute a default of this Agreement.

Section 15. Governing Law

The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Alaska except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

Section 16. Relationship of Parties

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state, and local income taxes, social security taxes, and other payroll taxes with respect to its employees, as well as any taxes, contributions, or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire, and otherwise control its employees.

Section 17. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent AFS from providing its Telecommunications Services to other carriers. This Agreement shall not confer upon any person not a Party hereto any right, benefit or interest of any sort.

Section 18. Notices

Documents sent between ACS and AFS that require action within specified time frames shall be sent by certified mail with return receipt, facsimile, or hand delivered. Hand delivered documents shall be date stamped or noted otherwise by the receiving Party to record the date of receipt. The date and time of receipt shall be the date and time shown on the return receipt where certified mail was used, the date and time shown on the header if facsimile was used, or the date stamp where the documents were hand delivered.

To AFS:

Name: Michael C. Burke
Title: General Manager
Address: 1029 West Third Avenue, Suite 150
Anchorage, Alaska 99501

Name: Heather H. Grahame
Steven E. Mulder
Address: Dorsey & Whitney LLP
1031 West 4th Avenue, Suite 600
Anchorage, Alaska 99501

To ACS:

Name: Steve Pratt
Title: Manager, Resale and Interconnection
Address: 510 L Street, Suite 500
Anchorage, Alaska 99501

Name: Kevin Callahan
Patton Boggs LLP
Address: 1031 West 4th Avenue, Suite 504
Anchorage, Alaska 99501

Section 19. Waivers

19.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

19.2 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

Section 20. Survival

Any provisions of this Agreement that place obligations on the Parties explicitly extending beyond the expiration or termination of this Agreement shall survive such expiration or termination.

Section 21. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, volcano eruptions, earthquakes, avalanches, tsunamis, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 21 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's specific obligation(s) under this Agreement, the due date for the performance of such original obligation(s) shall be extended by a term equal to the time lost by reason of the delay, but such extension shall not work to extend the then current term of this Agreement. In the event of such delay, the delaying Party shall provide notice to the other Party of the force majeure event, the probable delay, and the arrangements for performance.

Section 22. Audit Process

22.1. Definition. "Audit" shall mean the comprehensive review of:

22.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

22.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by ACS for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to UNEs.

22.2 Condition. An Audit shall take place under the following conditions:

22.2.1 Either Party may request to perform an Audit, and the requesting Party shall identify the matter and issues to be reviewed.

22.2.2 The Audit shall occur upon sixty (60) business days written notice by the requesting Party to the non-requesting Party subject to the reasonable scheduling requirements and limitations of the Audited Party.

22.2.3 The Audit shall occur during normal business hours in a manner so as not to interfere with the Audited Party's operations and must be in compliance with the Audited Party's security rules.

22.2.4 There shall be no more than one (1) Audit requested by each Party under this Agreement in any twelve (12) month period.

22.2.5 The requesting Party may review the non-requesting Party's records, books, and documents, as may reasonably contain information relevant to the operation of this Agreement.

22.2.6 The location of the Audit shall be the location where the requested records, books, and documents are retained in the normal course of business.

22.2.7 All transactions under this Agreement which are over eighteen (18) months old will be considered accepted and no longer subject to Audit.

22.2.8 Each Party shall bear its own expenses occasioned by the audit, provided that the expense of any special data collection shall be born by the requesting Party.

22.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

22.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

22.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

22.2.12 Proprietary Information. All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered proprietary information as defined in Section 12 of this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, AFS and ACS will aggregate such competitors' data before release to the other Party, to ensure the protection of the proprietary nature of information of other competitors.

Section 23. Dispute Resolution

23.1 Except as otherwise provided in this Agreement, the Parties desire to resolve disputes arising out of this Agreement, if possible, without litigation.

23.2 Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed in the first instance by the Parties through good faith negotiations at the managerial level for a minimum period of fifteen (15) business days.

23.3 If negotiations do not resolve the dispute, a Party shall present to the other Party an informal complaint and request a mediation conducted within thirty (30) days of the request by a hearing officer appointed by the Commission. Should the Commission, for any reason, not make a mediator available within ten (10) days, a Party may exercise any remedy or request relief as it deems appropriate. If a hearing officer is appointed, within the first ten (10) days of

the mediation, either Party, or the mediator, may determine that mediation is not practicable and will not lead to resolution of the dispute. At the end of ten (10) days, or twenty (20) additional days in the event the mediation proceeds, if the mediator is unable to resolve the dispute, a Party may exercise any remedy or request relief as it deems appropriate, including petitioning the Commission on those matters within the Commission's jurisdiction, on an expedited basis, without objection from the other Party as to the expedited nature of the request.

23.4 Each Party shall bear its own cost in the mediation.

Section 24. Taxes

Each Party purchasing services, facilities, and/or arrangements hereunder shall pay or otherwise be responsible for all federal, state, and/or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status, or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent the purchasing Party desires to claim a tax exemption on a purchase, the purchasing Party shall furnish the providing Party a proper tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said tax exemption. Failure to provide said tax exemption certificate in a timely manner will result in no exemption being available to the purchasing Party.

Section 25. Responsibility for Environmental Hazards

25.1 Prior to AFS or its employees, contractors, or agents introducing an Environmental Hazard into a work location, AFS shall fully inform ACS in writing of its planned actions at such work location and shall receive ACS' written permission for such actions and AFS warrants that it shall comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. ACS shall in no event be liable to AFS for any costs whatsoever resulting from the presence or release of any Environmental Hazard that AFS causes, introduces or contributes to the affected work location. AFS shall indemnify, defend (at ACS' request) and hold harmless ACS and each of ACS' officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that AFS, its contractors or its agents cause or introduce to the work location. AFS shall be responsible for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for environmental hazards AFS causes or introduces to the affected work location.

25.2 AFS shall in no event be liable to ACS for any costs whatsoever resulting from the presence or release of any Environmental Hazard that AFS did not cause, introduce or contribute to the affected work location. ACS hereby releases, and shall also indemnify, defend (at AFS' request) and hold harmless AFS and each of AFS' officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that ACS, its contractors or its agents introduce or contribute to the work locations.

25.3 In the event any suspect material within ACS-owned, operated or leased facilities are identified to be asbestos-containing, AFS will, at AFS' expense, notify ACS before commencing any activities and ensure that to the extent any activities which it undertakes in the facility disturb any asbestos-containing materials (ACM) or presumed asbestos containing materials (PACM) as defined in 29 CFR Section 1910.1001, such AFS activities shall be undertaken in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by AFS or equipment placement activities that result in the generation or disturbance of asbestos containing material, AFS shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect AFS equipment or operations, including, but not limited to, contamination of equipment.

25.4 Following AFS' request for any space in ACS owned or controlled facility, ACS shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of any and all known or suspected asbestos containing materials, lead paint, hazardous or regulated substances, or any evidence of radon. Information is considered in ACS' possession under this Agreement if it is in the possession of an employee, agent, or authorized representative of ACS.

25.5 If the space provided for the placement of equipment, interconnection, or provision of service contains known environmental contamination or hazardous material, particularly but not limited to hazardous levels of friable asbestos, lead paint or hazardous levels of radon, which makes the placement of such equipment or interconnection hazardous, ACS shall offer an alternative space, if available, for AFS' consideration. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, ACS shall make such alternative route available for AFS' consideration.

25.6 Subject to this Section 25 and to ACS' standard security procedures, which procedures will be provided to AFS, ACS shall allow AFS at AFS' expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which AFS deems to be necessary in support of its collocation needs. AFS shall provide to ACS reports and information resulting from any such investigation or survey.

Section 26. Parity of Service

ACS shall perform its obligations and duties under this Agreement, and will provide services and network functions and elements, including but not limited to Local Interconnection, Services for Resale, Network Elements, Special Access Circuits, Collocation, Poles, Inner-duct, Ducts and Conduit, with a non-discriminatory, non-preferential quality of service and a level of performance at parity with that which it uses for its own operations or the operations of its affiliates or for the provision of services to its own subscribers or the subscribers of its affiliates.

Section 27. Amendments and Modifications

No provision of this Agreement shall be deemed amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 28. Severability

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason by a regulatory agency or a court having jurisdiction, such invalidity will affect only the portion of this Agreement that is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 29. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 30. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or in any amendment or modification under Section 27.

Section 31. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original; and, such counterparts shall together constitute one and the same instrument.

Section 32. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective legal successors and permitted assigns.

Section 33. Joint Work Product

This Agreement is the joint work product of representatives of the Parties. For convenience, it has been drafted in final form by one of the Parties. Accordingly, in the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship of this Agreement.

Section 34. No Waiver of Reconsideration or Appeal

Execution of this Agreement shall not constitute a waiver of either Party's right to challenge any state or federal law, regulation, rule or order of the Federal Communications Commission or the Regulatory Commission of Alaska.

The Parties acknowledge that the rates herein are incorporated from the arbitrated agreements in Docket No. U-99-141/142/143. Accordingly, the Parties expressly agree that, upon the date the Commission makes the prices in Docket No. U-99-141/142/143 effective, those prices shall be automatically incorporated here and effective and available to AFS. The Parties further agree that if the prices established in U-99-141/142/143 are subsequently modified, through the course of any appeal or challenge, or by subsequent action of the RCA or FCC, that the prices incorporated from that docket into this Agreement at Part C - Attachment 1, Section 1 shall also automatically be modified accordingly at the same time.

The Parties also acknowledge and agree that, by incorporating prices from U-99-141/142/143 into this agreement, ACS does not waive, and retains, its rights to appeal or otherwise challenge all issues in that proceeding, specifically including, but not limited to, prices and any and all issues related to such prices.¹

ACS enters into this Agreement pursuant to the order of the RCA dated October 11, 1999 terminating ACS' rural exemption. ACS does not waive, and retains, its rights to appeal or otherwise challenge the termination of the rural telephone company's exemption, and any and all issues related thereto.

¹ In the event, and only in the event, that the GCI-ACS Fairbanks/Juneau contract is nullified by a court on the sole and specific ground of the untimeliness of the Regulatory Commission of Alaska's approval of that contract, and therefore no prices are available from that contract to import into this Agreement, the prices from the GCI-ACS Fairbanks/Juneau contract will nevertheless be made available to AFS, but upon the express condition that, solely in this event, those prices will be interim, refundable, and subject to true-up. Pursuant to such "truing up" process, refunds will be made from ACS to AFS or vice versa, as appropriate. These prices will be "trued up" upon the earliest of any of the following events: (1) the subsequent effectiveness of valid prices in the GCI-ACS Fairbanks/Juneau agreement; (2) adoption by the Commission, by order or tariff, of new prices in either the Fairbanks market or the Juneau market or both; or (3) new prices negotiated and/or arbitrated by AFS and ACS pursuant to Part A, Section 3 of this Agreement. In no event will the interim and refundable prices extend beyond the term of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

ACS OF ALASKA, INC.

ALASKA FIBER STAR, LLC

By: _____

Name: Mike Bowman
Title: Vice-President,
Engineering and Construction

By: _____

Name: Michael C. Burke
Title: General Manager

Date: _____

Date: _____

PART B – DEFINITIONS

For any term which is not defined in this PART B or elsewhere in this Agreement, the term shall have the meaning set forth in the Telecommunications Act of 1996, the Regulations of the Federal Communications Commission and the Regulatory Commission of Alaska, and the definitions as typically used within the telecommunications industry, such as those defined by the American National Standards Institute (ANSI), Bellcore and CCITT (Consultative Committee on International Telegraphy and Telephony).

“911 SERVICE” shall have the meaning set forth in 47 C.F.R. § 54.101(a)(5).

“AFFILIATE” includes any entity which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, another corporation or entity.

“APPROVAL DATE” is the date on which the Commission approves this Agreement.

“ANCHOR” refers to a device, structure, or assembly that stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term “anchor” does not include the guy strand that connects the anchor to the pole.

“ANI” (AUTOMATIC NUMBER IDENTIFICATION) shall have the meaning set forth in 47 C.F.R. § 20.3.

“ATTACHMENT” is any placement of AFS’ facilities in or on ACS’ poles, inner-ducts, ducts, conduits, or rights of way.

“BUSINESS DAY(S)” means the days of the week excluding Saturdays, Sundays, and all state legal holidays.

“CENTRAL OFFICE SWITCH” or “CENTRAL OFFICE” means a switching entity within the public switched network, including but not limited to end office switches and Tandem Office Switches.

“CENTREX” means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

“CLEC” means a Competitive Local Exchange Carrier.

“COLLOCATION” means the placement of equipment in the ACS’ central offices or other ACS locations by a CLEC. Physical collocation affords access to dedicated space, to place and maintain equipment. With virtual collocation, ACS installs, maintains and repairs equipment that a CLEC provides to ACS.

“CONDUIT” is a tube or protected trough that may be used to house communication cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner-ducts.

“CONDUIT SYSTEM” is any combination of ducts, conduits, manholes and handholes joined to form an integrated whole. Conduit systems may pass through or originate in or terminate in other facilities which may be physically connected to the conduit system.

“DARK FIBER” is fiber that has not been activated through connection to the electronics that “light” it, and thereby render it capable of carrying communication services.

“DUCT” is a single enclosed path to house facilities to provide Telecommunications Services.

“E911” (ENHANCED 911 SERVICE) shall have the meaning set forth in 47 C.F.R. § 54.101(a)(5).

“ELECTRONIC INTERFACES” means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.

“ENVIRONMENTAL HAZARD” means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act) or (ii) poses risks to human health, or the environment and is regulated under any Applicable Law.

“EXTENDED OUTAGE,” as used in the Pre-ordering, Ordering, and Provisioning section of this agreement, is defined to be a planned or unplanned outage during normal operating hours such that AFS is unable to utilize electronic interfaces for more than four (4) consecutive business hours.

“FACILITY” and “FACILITIES” refer to any property, equipment, or items owned or controlled by any person or entity. The terms “facility” and “facilities” include, but are not limited to, poles, anchors, pole hardware, wires, cables, strands, apparatus enclosures, or any other items attached to a pole or attached to hardware affixed to or associated with a pole; conduit and conduit systems and wires, cables, optical conductors, associated hardware, or other equipment located within a Conduit System.

“HANDHOLE” is a subsurface enclosure that is too small for personnel to enter and is used for the purpose of installing, operating, maintaining, and repairing communications facilities.

“INDIVIDUAL CASE BASIS (“ICB”).” ICB is an appropriate pricing method when non-standard, highly variable technology combinations of services and products are available for selection by a customer, and where there is uncertainty as to which combination of selections a customer may finally request.

“INNER-DUCT” is one of the single enclosed pathways located within a duct, or buried separately without the benefit of a conduit.

“LIDB” (LINE INFORMATION DATA BASE(S)) shall have the meaning set forth in the Local Exchange Carrier Line Information Database, Report and Order, A.F.C. R.C.D. 7130 (1993).

“LOCAL TRAFFIC” means traffic that is originated and terminated within a given local calling area, or mandatory expanded area service (EAS) area.

“MAKE READY WORK” refers to all work performed or to be performed to prepare ACS’ Poles, Inner-duct, Ducts, Conduits, or other Rights of Way for the requested occupancy or attachment of AFS’ facilities.

“MANHOLE” is a subsurface enclosure that personnel may enter and use for the purpose of installing, operating, maintaining, and repairing communications facilities.

“NETWORK ELEMENT” shall have the meaning set forth in 47 U.S.C. § 153(29).

“NP” (NUMBER PORTABILITY) shall have the meaning set forth in 47 U.S.C. § 153(30).

“NPA” (NUMBERING PLAN AREA) (sometimes referred to as an area code) shall have the meaning set forth in 47 C.F.R. § 52.7(a).

“OPERATOR SERVICES” shall have the meaning set forth in 47 U.S.C. § 226(a)(7).

“POLE” refers to ACS poles and anchors and does not include poles or anchors with respect to which ACS has no legal authority to permit attachments by other persons or entities.

“POLE ATTACHMENT” is the connection of a facility to a pole. Some examples of such facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

“PROVISIONING” is the technical process whereby the customer receives the services requested in the LSR. Provisioning of services and LSRs will be accomplished in the most expeditious manner available with the minimum amount of disruption to the customer’s service.

“REAL TIME” means the actual time in which an event takes place, with the reporting on or the recording of the event simultaneous with its occurrence. In data processing or data communications, “real time” means the data is dispatched for processing the moment it enters a computer, as opposed to BATCH processing, where the information enters the system, is stored

and is operated on a later time. The elapsed time required for a computer or telephone system to perform real time tasks is determined by its engineered capacity and the current processing volume.

“RIGHTS OF WAY” (“ROW”) is the right to use the land or other property of another party to place poles, conduits, cables, or other structures and equipment, or to provide passage to access such structures and equipment for the purpose of providing Telecommunications Services. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

“SHARED TRANSPORT” shall have the meaning set forth in 47 C.F.R. § 51.319(d)(1)(ii).

“SWITCH” means a Central Office Switch as defined in this PART B.

“TECHNICALLY FEASIBLE” shall have the meaning set forth in 47 C.F.R. § 51.5.

“TELECOMMUNICATIONS” shall have the meaning set forth in 47 U.S.C. § 153(44).

“TELECOMMUNICATION SERVICES” shall have the meaning set forth in 47 U.S.C. § 153(44).

“UNBUNDLED NETWORK ELEMENT” shall have the meaning set forth in 47 U.S.C. § 251(c)(3) (with regard to unbundled access).

“WIRE CENTER” denotes a building or space within a building which serves as an aggregation point on a given carrier’s network, where transmission facilities and circuits are connected or switched.

PART C – ATTACHMENT I

PRICE SCHEDULE (Fort Wainwright, Eielson AFB and Juneau)

Section 1. Incorporated Rates

The Parties acknowledge that the rates herein are incorporated from the arbitrated agreements in Docket No. U-99-141/142/143. Accordingly, the Parties expressly agree that, upon the date the Commission makes the prices in Docket No. U-99-141/142/143 effective, those prices shall be automatically incorporated here and effective and available to AFS. The Parties further agree that if the prices established in Docket No. U-99-141/142/143 are subsequently modified, through the course of any appeal or challenge, or by subsequent action of the RCA or FCC, that the prices incorporated from that docket into this Agreement at Part C - Attachment 1, Section 1, shall also automatically be modified accordingly at the same time.

The Parties also acknowledge and agree that, by incorporating prices from Docket No. U-99-141/142/143 into this agreement, ACS does not waive, and retains, its rights to appeal or otherwise challenge all issues in that proceeding, specifically including, but not limited to, prices and any and all issues related to such prices.²

ACS enters into this Agreement pursuant to the order of the RCA dated October 11, 1999 terminating ACS' rural exemption. ACS does not waive, and retains, its rights to appeal or otherwise challenge the termination of the rural telephone company's exemption, and any and all issues related thereto.

REQUIREMENTS	Fort Wainwright & Eielson AFB	Juneau
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1.1 Loop

1. 2-Wire Loop, \$ / loop / month	\$ 19.19	\$ 16.71
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² In the event, and only in the event, that the GCI-ACS Fairbanks/Juneau contract is nullified by a court on the sole and specific ground of the untimeliness of the Regulatory Commission of Alaska's approval of that contract, and therefore no prices are available from that contract to import into this Agreement, the prices from the GCI-ACS Fairbanks/Juneau contract will nevertheless be made available to AFS, but upon the express condition that, solely in this event, those prices will be interim, refundable, and subject to true-up. Pursuant to such "truing up" process, refunds will be made from ACS to AFS or vice versa, as appropriate. These prices will be "trued up" upon the earliest of any of the following events: (1) the subsequent effectiveness of valid prices in the GCI-ACS Fairbanks/Juneau agreement; (2) adoption by the Commission, by order or tariff, of new prices in either the Fairbanks market or the Juneau market or both; or (3) new prices negotiated and/or arbitrated by AFS and ACS pursuant to Part A, Section 3 of this Agreement. In no event will the interim and refundable prices extend beyond the term of this Agreement.

2. Subloop, all \$ / loop / month		
a. Loop Feeder	\$ 1.71	\$1.78
b. Loop Distribution	\$ 12.89	\$ 10.81
c. Loop Concentrator/Multiplexer	\$ 4.06	\$ 3.63
d. Network Interface Device (NID)	\$ 0.53	\$ 0.49
3. DSL Loop, \$ / loop / month	\$ 19.19	\$ 16.71
4. DSL Shared Line, \$ / loop / month	\$ 9.60	\$ 8.36
5. Signaling Links, \$ / link / month	\$ 54.11	\$ 55.72
6. 5. Signal Transfer Point (STP), \$ / signaling message	\$ 0.000090	\$ 0.000110
7. Service Control Point (SCP), \$ / query (See footnote ³)	\$ 0.00097	\$ 0.00114

1.2 Collocation

1. Collocation		
Quote Preparation Fee, NRC	\$ 2,083.99	\$ 2,017.32
Floor Space: \$ / Sq. Foot Occupied/ Month	\$ 9.53	\$ 19.05
CO Build-Out	ICB	ICB
2. Cable Vault		
Splicing Copper (100pr.), NRC	\$ 71.41	\$ 74.51
Splicing Fiber (2 strands), NRC	\$ 20.39	\$ 21.27
3. Splice Testing		
Copper (100pr.), NRC	\$ 9.26	\$ 9.66
Fiber (2 strands), NRC	\$ 5.12	\$ 5.34
4. Cable Pull from		
Manhole to Cable Vault, NRC	\$ 3,651.42	\$ 3,810.06
“ , \$ / month	\$ 78.14	\$ 81.54
Cable Vault to the Trans. Node, NRC	\$ 5,477.14	\$ 5,715.08
“ , \$ / month	\$ 15.40	\$ 16.07
5. Entrance Facility		
Copper (100pr.), NRC	\$ 202.78	\$ 211.59
“ , \$ / month	\$ 32.33	\$ 36.68
Fiber (2 strands), NRC	\$ 202.78	\$ 211.59
“ , \$ / month	\$ 28.21	\$ 32.00
6. 48 volts, DC (-48VDC), \$ / 15amp / month	\$ 153.06	\$ 177.83
7. Cross Connect		
STS-x to OC-x, NRC	ICB	ICB
OC-x to OC-x, NRC	ICB	ICB
DS0, DS1, DS3, STS-x, NRC	\$ 23.59	\$ 24.61
8. Cable Space per 50 feet per 25 pair	ICB	ICB
Tie Cable Pull & Install (ISP Cable Pull, Install,	\$ 1,143.34	\$ 1,143.34

³ Price for SCP does not include transport to and from SCP. Does not include services from a third party data base.

Terminate), NRC		
9. Rack Space and Frame Space per 1.75” by 23”	ICB	ICB
10. Optional Features and Functions, NRC	ICB	ICB
11. Operation and Maintenance, Time and Materials	ICB	ICB
12. Space Reservation Fee, NRC per sq. foot reserved per year	\$ 57.17	\$ 114.33

1.3 Transport to End User (UNE Rates from WC to End User)

1. Digital Signal Level 1 (DS-1, two pair) \$ / DS1 / month	\$ 87.93	\$ 85.42
2. Digital Signal Level 1 (DS-1, one pair) \$ / DS1 / month	\$ 31.24 ⁴	\$ 29.35 ⁵
3. Digital Signal Level 3 (DS-3), \$ / DS3 / month Two components of cost: flat monthly fee to cover terminal equipment and a per foot charge to cover cost of fiber.	\$ 1,919.76 + \$ 0.0244 / ft for 1st DS3, additional DS3: \$136.02	\$ 2,014.41 + \$ 0.0320 / ft for 1st DS3, additional DS3: \$142.73
4. Synchronous Transport Signal 1 (STS-1) ICB Pricing	ICB	ICB
5. Synchronous Transport Signal 3 (STS-3) ICB Pricing	ICB	ICB

1.4 Interoffice Transport (Juneau Only)⁶

1. DS-3	NA	ICB
2. OC-3	NA	\$693.192 plus \$.016 per fiber foot per month ⁷
3. OC-12	NA	\$2,008.56 plus \$.016 per fiber foot per month ⁸

1.5 Transport from Eielson AFB and Fort Wainwright to Fairbanks⁹

⁴ All rates are in addition to Time and Material (“T&M”) charges for engineering, installation and service activation.

⁵ See footnote 4.

⁶ The Parties realize that, at present, ACS only has TDM transport available. If different transport is deployed, it will be made available to AFS at an appropriate price to be negotiated by the Parties.

⁷ See footnote 4.

⁸ See footnote 4.

⁹ The Parties realize that, at present, ACS only has TDM transport available. If different transport is deployed, it will be made available to AFS at an appropriate price to be negotiated by the Parties. Transport to/from Eielson and Fairbanks, and to/from Fort Wainwright and Fairbanks crosses interexchange boundaries. In the event any approvals in addition to Commission approval of this Agreement are needed for ACS to provide this service, ACS agrees to jointly seek such approvals with AFS.

1. OC-3	\$660.62 plus \$.0122 per fiber foot per month ¹⁰
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1.6 Multiplexing & DeMultiplexing

1. DS-0 to DS-1/ DS-1 to DS-0 Rate/Month	\$ 219.80	\$ 230.64
2. DS-1 to DS-3/ DS-3 to DS-1 Rate/Month	\$ 377.50	\$ 396.11
3. DS-1 to OC-1/OC-1 to DS-1	ICB	ICB
4. DS-1 to OC-3/OC-3 to DS-1 Rate/Month	\$760.54 ¹¹	\$798.04 ¹²
5. DS-3 to OC-3/OC-3 to DS-3	ICB	ICB
6. DS-3 to OC-12/OC-12 to DS-3	ICB	ICB
7. OC-3 to OC-12/OC-12 to OC-3	ICB	ICB

1.7 Digital Access Cross-Connect Systems (DACS)

1. DACS Port		
a. DS-1 Recurring Rate/Month	\$ 42.62	\$ 44.72
b. DS-1 Install NRC	\$100.00	\$100.00
c. DACS Port – DS-3 or STS-1 ICB	ICB	ICB
2. DACS Cross-connect		
a. DS-0 reconfiguration NRC	\$36.00	\$36.00
b. DS-1 reconfiguration NRC	ICB	ICB

1.8 Additional Rate Elements

1. Ducts, \$ / conduit / foot / month	\$ 0.146	\$ 0.153
2. One inner-duct in conduit, \$ / inner-duct / foot / month	\$ 0.07	\$0.07
3. Dark Fiber, \$ / strand / foot / month	\$ 0.0122	\$ 0.0160
4. Labor Rates Rate/Hour		
Installation Foreman	\$ 87.62	\$ 87.62
General Plant Tech III	\$ 87.46	\$ 87.46
General Plant Tech II	\$ 89.45	\$ 89.45
Sub Foreman	\$ 87.92	\$ 87.92
Installer Repairman	\$ 83.01	\$ 83.01

¹⁰ All rates are in addition to Time and Material (“T&M”) charges for engineering, installation and service activation.

¹¹ All rates are in addition to Time and Material (“T&M”) charges for engineering, installation and service activation.

¹² All rates are in addition to Time and Material (“T&M”) charges for engineering, installation and service activation.

Dispatch/Control Clerk	\$ 62.10	\$ 62.10
Plant Service Foreman	\$ 88.48	\$ 88.48
Group Assigner	\$ 89.45	\$ 89.45
Line Assigner II	\$ 83.55	\$ 83.55
Line Assigner I	\$ 77.36	\$ 77.36
Facilities Locate Clerk	\$ 62.55	\$ 62.55
Service Order Clerk	\$ 60.82	\$ 60.82
Supervisor CO Switch Engineer	\$ 77.48	\$ 77.48
Engineering Assistant	\$ 50.27	\$ 50.27
Network Design Assistant	\$ 52.37	\$ 52.37
Network Design Engineer	\$ 72.92	\$ 72.92
Network Installation Foreman	\$ 64.60	\$ 64.60
Network Installation Tech	\$ 75.43	\$ 75.43
Network Switching Foreman	\$ 80.17	\$ 80.17
Network Switching Sub-Foreman	\$ 77.03	\$ 77.03
Network Switching Technician	\$ 74.79	\$ 74.79
Engineering Supervisor	\$ 61.32	\$ 61.32
Circuit Design Engineer	\$ 68.33	\$ 68.33
Transmission Engineer	\$ 72.62	\$ 72.62
Switching Engineer	\$ 72.11	\$ 72.11
Estimate Engineer	\$ 102.81	\$ 102.81
Engineering Foreman	\$ 110.38	\$ 110.38
Plant Engineer II	\$ 106.92	\$ 106.92
Plant Engineer I	\$ 101.84	\$ 101.84
Air Pressure Engineer	\$ 104.97	\$ 104.97
Records Engineer	\$ 97.70	\$ 97.70
Engineering Tech	\$ 92.87	\$ 92.87
Line Foreman	\$ 108.17	\$ 108.17
Cable Splicing Foreman	\$ 107.27	\$ 107.27
Cable Splicer	\$ 101.68	\$ 101.68
Lineman	\$ 104.08	\$ 104.08
Lead Construction Clerk	\$ 82.76	\$ 82.76
Construction Clerk	\$ 80.08	\$ 80.08
OSP Maintenance Foreman	\$ 107.27	\$ 107.27
OSP Maintenance Tech	\$ 101.78	\$ 101.78
Apprentice	\$ 96.88	\$ 96.88

Facilities Supervisor	\$ 71.47	\$ 71.47
Facilities Engineer	\$ 70.58	\$ 70.58
Contract Services Administrator	\$ 58.75	\$ 58.75
Facilities Project Specialist	\$ 52.02	\$ 52.02
Facilities Maintenance Foreman	\$ 76.61	\$ 76.61
Customer Service Rep	\$ 69.17	\$ 69.17
Line Assigner II Inside	\$ 81.30	\$ 81.30
Clerk Stenographer II	\$ 73.38	\$ 73.38

1.9 Non-Recurring Charges

1. Service Orders	\$24.00	\$24.00
Premise Visits	\$40.00	\$40.00
Line Connection	\$18.00	\$18.00
2. DSL Loop NRCs as stipulated:		
a. DSL EML Study 1.8 hours Engineer and .125 hours CSR	1.8 hrs Engineer, 0.125 hrs CSR	1.8 hrs Engineer, 0.125 hrs CSR
b. Field Test of Facility, no AFS participation T&M when requested	T&M	T&M
c. Field Test of Facility, AFS participation T&M when requested.	T&M	T&M
d. Removal of Bridge Taps – T&M	T&M	T&M
e. Removal of Load Coils T&M costs split 50/50	T&M	T&M
f. Remove Disturbers – T&M	T&M	T&M

1.10 Wholesale

1. Wholesale Discount off of Retail Rates	
Juneau/Douglas	27.17%
Fort Wainwright AFB & Eielson AFB	21.30%

PART C - ATTACHMENT II

LOCAL RESALE

Section 1. Telecommunications Services Provided for Resale

1.1 At the request of AFS, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, ACS shall make available to AFS for resale Telecommunications Services that ACS currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. The Telecommunications Services provided by ACS to AFS pursuant to this Attachment II are collectively referred to as “Local Resale.”

Section 2. General Terms and Conditions

2.1 Wholesale discount. AFS’ wholesale discount for Local Resale is set forth in PART C - Attachment I of this Agreement.

2.2 Contract Service Arrangements, Special Arrangements, and Promotions. ACS shall offer for resale with the wholesale discount all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) days, all in accordance with Act, FCC and Commission Rules, Regulations, and tariffs. In those cases where tariffs or special contracts provide for term and/or volume discounts, the wholesale rate will be the lesser of Section 1.10 Wholesale Discount Rate per Part C-Attachment 1 off full retail or fifteen percent (15%) off the term and/or volume discounted rate.

PART C - ATTACHMENT III

NETWORK ELEMENTS

Section 1. General

The Network Elements covered by this Agreement include all Network Elements that must be unbundled under the current law in effect at the time of signing this Agreement.

Section 2. Loop

2.1 Definitions.

2.1.1 A “Loop” is a transmission path between the main distribution frame, or its equivalent, and the demarcation point at a customer’s premises. This includes, but is not limited to, two-wire copper or carrier derived analog voice-grade loops, and two-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, xDSL, and DS-1. Sub-loop Network Elements will be developed based upon requirements imposed by law at the time of the request.

2.1.2 Unbundled Local Loop (“ULL”) Types.

2.1.2.1 Analog 2W Loop: A two-wire copper loop or carrier derived transmission facility that meets the performance and maintenance response requirements listed in Table 2.1.

2.1.2.2 Basic rate ISDN Loop: A two-wire copper loop which supports digital transmission of Basic Rate ISDN service and meets the performance and maintenance response requirements of Table 2.1.

2.1.2.3 HDSL Loop: Two (2) pair of copper loops (four wires) which support digital transmission of HDSL signals and meet the performance and maintenance response requirements of Table 2.1. HDSL service provides for bi-directional transmission of data at speeds up to 1.544 Mb/s.

2.1.2.4 ADSL – Low Speed Loop: A two-wire copper loop which supports digital transmission of ADSL low speed signals and meets the performance and maintenance response requirements of Table 2.1. ADSL low speed service provides asymmetrical transmission of up to 1.54 Mb/s downstream and up to 512 kb/s upstream.

2.1.2.5 ADSL – High Speed Loop: A two-wire copper loop which supports digital transmission of ADSL high speed signals and meets the performance and maintenance response requirements of Table 2.1. ADSL high speed service provides asymmetrical transmission of up to 6 Mb/s downstream and up to 1.54 Mb/s upstream.

2.1.2.6 SDSL Loop: A two-wire copper loop which supports digital bi-directional transmission of SDSL signals and meets the performance and maintenance response requirements of Table 2.1. SDSL (symmetric or single pair digital subscriber loop) supports symmetrical upstream and downstream data rates.

2.1.2.7 HDSL-2 Loop: A two-wire copper loop which supports digital transmission of HDSL signals and meets the performance and maintenance response requirements of Table 2.1. HDSL-2 Loop service provides for bi-directional transmission of data at speeds up to 1.544 Mb/s.

2.1.2.8 MVL Low-Speed Loop: A two-wire copper loop which supports digital transmission of MVL signals and meets the performance and maintenance response requirements listed in Section 2, Table 2.1. MVL Low-Speed service provides bi-directional transmission of data at speeds up to 192 kb/s nominally.

2.1.2.9 MVL Medium-Speed Loop: A two-wire copper loop which supports digital transmission of MVL signals and meets the performance and maintenance response requirements listed in Section 2, Table 2.1. MVL Medium-Speed service provides bi-directional transmission of data at speeds up to 384 kb/s nominally.

2.1.2.10 MVL High-Speed Loop: A two-wire copper loop which supports digital transmission of MVL signals and meets the performance and maintenance response requirements listed in Section 2, Table 2.1. MVL High-Speed service provides bi-directional transmission of data at speeds up to 640 kb/s nominally.

2.1.2.11 SHDSL Loop: A two-wire copper loop which supports digital transmission of SHDSL signals and meets the performance and maintenance response requirements listed in Table 2.1. SHDSL service provides for symmetrical transmission of data at speeds up to 2.36 Mb/s.

2.1.2.12 Future DSL Loop types: As new services and technologies evolve (e.g. VDSL) requiring loops with performance metrics not set forth in Table 2.1, the Parties agree to jointly define the loop specifications and maintenance response times.

Table 2.1

ORDERING CODE	LOOP TYPE	TECHNICAL STANDARD	CHAR. FREQ.	LOSS @ CHAR. FREQ.	NOISE	BRIDGE TAP ALLOWED
VG	Analog 2W	N/A	1 kHz	<8 dB	<20dBm C	YES
DSL-1	Basic Rate ISDN and MVL – Low Speed	ANSI T1.601 TR-NWT-000393 Note 8	40 kHz	<42 dB	<40 dBm E Filter	Note 5

DSL-2	HDSL (1.5 Mbps) SDSL (768 kbps)	ANSI T1E1.4 TR 28 ITU G.991.1 TA-NWT-001210	196 kHz	<35 dB	<40 dBm F Filter	Note 5
DSL-3	ADSL – Low Speed	ITU G.992.2 (Formerly G.lite)	300 kHz	<60 dB	<40 dBm G Filter	Note 5
DSL-4	ADSL – High Speed	ITU G.992.1 ANSI T1.413 ISS. 2	1.1 MHz	<77 dB	<40 dBm G Filter	Note 5
DSL-5	SDSL 4 Lines	TBD	65 kHz	<46 dB	TBD F Filter	Note 5
DSL-6	SDSL 6 Line	TBD	98 kHz	<41 dB	TBD F Filter	Note 5
DSL-7	HDSL-2 Note 9	ANSI T1E1.4 HDSL2	196 kHz	<35 dB	TBD F Filter	Note 5
DSL-8	MVL – Med. Speed	ANSI T1.601 TR-NWT-000393 Note 8	40 kHz	<34 dB	<40 dBm E Filter	Note 5
DSL-9	MVL – High Speed	ANSI T1.601 TR-NWT-000393 Note 8	40 kHz	<20 dB	<40 dBm E Filter	Note 5
DSL-10	SHDSL 192 kbps to 2.32 Mbps	ITU G.SHDSL (Working Title)	TBD	TBD	TBD	Note 5

The following notes pertain to Table 2.1

- Note 1: All loop types will meet IEEE 820-1984 standards.
- Note 2: All loop types will have a longitudinal balance of 60 dB minimum.
- Note 3: All loop types will be free of unwanted grounds, loose connections, and foreign DC voltages.
- Note 4: With the exception of the Analog 2W loop, all loop types will be maintained free of load coils and any type of pair-gain equipment.
- Note 5: With the exception of the Analog 2W loop, total bridge tap not to exceed 2,500 ft. with no single bridge tap greater than 2,000 ft. and no bridge tap within 100 ft. of either end.
- Note 6: All loop types will be annotated in ACS-AK's facilities database by loop type for cable and spectral management purposes.
- Note 7: E Filter: 1 kHz – 50 kHz
F Filter: 5 kHz – 245kHz
G Filter: 20 kHz – 1100kHz

- Note 8: These standards referenced are for ISDN BRI. Paradyne MVL is proprietary. However, MVL equipment complies with the frequency and signal power limits and operates within the permissible power spectral density mask for ISDN BRI equipment defined in ANSI T1.601. Paradyne MVL was granted FCC Part 68 compliance based upon this technical specification conformance.
- Note 9: HDSL-2 as it exists in pre standard versions by some manufacturers (such as PairGain) is listed here in DSL-7 with the same parameters as DSL-2. HDSL-2 is listed separately to allow for changes once ANSI T1E1.4 HDSL2 is finalized.
- Note 10: As new services and technologies evolve (e.g. VDSL) requiring loops with performance metrics not listed in this table or as the specifications change or evolve for those types of DSL listed, the Parties agree to work together to jointly define new or modify currently listed loop specifications and modify the entries in this table as necessary to meet the service requirements for each loop type.

2.2 Line Sharing. Line sharing is a UNE providing unbundled access to the high frequency portion of the loop network element. ACS will offer this element, as defined in 47 C.F.R. §51.319(h), based upon the requirements of applicable law at the time of the request. Shared Line means the provision of xDSL-based service by a LEC and voice band service by another LEC on the same loop. A shared line loop is a DSL-qualified loop that will meet the performance and maintenance response requirements listed in Table 2.1 for the type of DSL service provided. [Presently the only known DSL technologies that support Shared Line provisioning are High-speed and Low-speed ADSL and certain types of SDSL (Paradyne’s MVL and Lucent’s Superline). In the future other DSL types may also support Shared Line provisioning.]

2.3 DSL – Qualified Loops.

2.3.1 General:

A DSL-qualified UNE Loop is any of the loop types as defined in the UNE definitions, “Section 2, Loop,” with the exception of the loop type “Analog 2W.”

2.4 The actual loop facilities providing these services may utilize various technologies or combinations of technologies. To the extent AFS requires an Unbundled Loop to provide ISDN, DS1, xDSL or other International Telecommunications Union (ITU) recommendation or American National Standards Institute (ANSI) standard level digital services, loop conditioning may be required. Conditioning charges will apply to condition loops to ensure the necessary transmission standards are satisfied. ACS’ sole obligation is to provide, where available, loops that meet the specifications, interfaces, and parameters described in appropriate technical references, recommendations or standards documents for the level of service purchased. ACS does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. ACS, in order to properly maintain and modernize the network, may make necessary modifications and

changes to the network elements in its network on an as needed basis. ACS maintains the right and responsibility to manage the spectrum within each binder cable. ACS may deny AFS' request for an unbundled loop when the type request would cause service degradation within one of ACS' cables. AFS will order the particular grade of service desired in a particular loop (e.g., ISDN-BRI, PRI, ADSL, HDSL, DS1, etc.) so that the loop may be engineered to meet the appropriate spectrum compatibility requirements. If AFS orders a change in the grade of service of a particular loop e.g. changing from ISDN service to ADSL, and ACS finds that it is not technically feasible to provide the new level of service to AFS, ACS will notify AFS that it is unable to meet AFS' request. AFS may not use the loop to provide a service that exceeds the ordered engineered capacity of a medium. If applicable, construction charges pursuant to ACS' Local Exchange Tariff may apply to the construction of new unbundled loops ordered by AFS.

Section 3. Packet Switching

3.1 Packet Switching. Packet Switching is defined as the function of routing individual data units, frames, cells, or "packets," based on address or other routing information contained in the packets. Packet Switching must be offered only in the limited circumstances described in 47 C.F.R. § 51.319(c)(3). If needed, requirements will be developed based upon the requirements of applicable law at the time of the request.

Section 4. Interoffice Transport

Interoffice Transport includes OC-3, OC-3c ATM, and OC-12 SONET services, as well as dark fiber.¹³ Interoffice Transport is provisioned using either TDM or ATM at ACS' option.

4.1 Shared Transport. Shared Transport is transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches in the incumbent LEC's network.

4.1.1 ACS shall offer, where available, Shared Transport at DS-0, DS-1, DS-3, STS-1, OC-3, and OC-12 circuits.

4.1.2 ACS shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

4.1.3 ACS shall not be required to purchase and provision additional equipment for the sole purpose of providing shared transport to AFS or any other CLEC.

4.2 Dedicated Transport

4.2.1 **Technical Requirements:** Where technologically feasible ACS shall offer Interoffice Transport consistent with the underlying technology as follows:

¹³ The Parties realize that, at present, ACS only has TDM transport available. If different transport is deployed, it will be made available to AFS at an appropriate price to be negotiated by the Parties.

4.2.2 When ACS provides a SONET or an ATM Interoffice Transport circuit, the entire designated transmission circuit shall be dedicated to AFS designated traffic. An interoffice transport circuit is limited by the physical connection between two (2) point to point offices where facilities exist. If an interoffice transport circuit is requested between two (2) non-point to point, directly connected offices, then AFS will be required to purchase multiple circuits on the shortest non-direct route, where facilities are available, in order to complete the interoffice transport.

The applicable interoffice fiber optic transport rate (per fiber strand foot per month) will be prorated based upon the AFS capacity ordered divided by the capacity of the shared interoffice facility. Ring architecture protection is not provided with SONET or ATM interoffice transport.

4.2.3 Where SONET or ATM facilities and appropriate network resources are technically feasible,¹⁴ ACS shall offer Interoffice Transport at OC-3 and OC-3c level using TDM or ATM at ACS' option. Transport over an OC-12 will only be provisioned using, where available, a TDM platform. The ATM transport will consist of a single constant bit rate (CBR), permanent virtual path (PVP), at the STS-3c payload capacity. ACS does not guarantee any cell delay variation on the ATM bandwidths.

Section 5. Dark Fiber

As a feature, function, or capability of both the loop and interoffice transport facilities, dark fiber is a network element that incumbent local exchange carriers must offer to competitive local exchange carriers on an unbundled basis pursuant to the FCC's Third Report and Order, FCC 99-238 (rel. November 5, 1999) and subsequent related orders and decisions.

5.1 General Provisions.

5.1.1 ACS shall make dark fiber available, as required by applicable law, such that it meets the following requirements: single mode, non-dispersion shifted, with maximum loss of 0.40 dB/km at 1310 nm and 0.25 dB/km at 1550 nm.

5.2 Requests for Dark Fiber.

5.2.1 A request for dark fiber must be submitted to ACS in writing. At a minimum, the request must include:

5.2.1.1 The physical starting and ending points (such as an interconnection panel in a wire center, or a manhole or handhole in the outside plant) of each dark fiber pair.

5.2.1.2 The proposed method of connection (splice or connector) to each dark fiber pair.

¹⁴ This language is not intended to expand the Parties' rights or obligations with respect to provision of interoffice transport beyond those required by law, including relevant FCC orders.

5.2.1.3 The date each dark fiber strand is requested to be connected.

5.2.1.4 The length of time each dark fiber pair will be required.

5.2.2 Within five (5) business days of receipt of a request for dark fiber, ACS will assign a SPOC who will work with AFS in processing the request. ACS will respond to requests for dark fiber within ten (10) business days of receipt, where an answer is based upon information contained in ACS records, and in twenty (20) business days for a field-based answer.

5.2.3 Within thirty (30) business days of receipt of written confirmation from ACS that ACS can accommodate AFS' dark fiber request, AFS must send written confirmation to ACS of its intent to lease the dark fiber reserved.

5.2.4 Within ten (10) business days of the date ACS receives AFS' written confirmation of intent to lease reserved dark fiber, ACS and AFS must conduct an engineering and construction meeting to discuss connection details and to confirm the date of connection.

5.2.5 Disputes about dark fiber availability may be resolved through Dispute Resolution under PART A, Section 23.

Section 6. Multiplexing and Demultiplexing

6.1 Multiplexing – The aggregation of two (2) or more channels onto a single transmission facility. The combining of several lower fixed-bandwidth channels into a single channel with bandwidth equal to the sum of the individual channels plus any overhead. Multiplexing also includes demultiplexing which is the process of breaking down a composite signal into its constituent parts. For example, multiplexing can be the aggregation of multiple DS-1 signals into a DS-3. De-multiplexing is the reverse process. Multiplexing can be ordered as M1/0, M3/1, MOC-3/DS-1, MOC-12/DS-3, and MOC-12/OC-3.

6.2 M1/0 Multiplexing – The aggregation of multiple DS-0 channels into a single DS-1 service and vice-versa.

6.3 M3/1 Multiplexing – The aggregation of multiple DS-1 channels into a single DS-3 service and vice-versa.

6.4 MOC-3/DS-1 – The aggregation of multiple DS-1 channels into a single OC-3 service and vice-versa.

6.5 MOC-12/DS-3 – The aggregation of multiple DS-3 channels into a single OC-12 service and vice versa.

6.6 MOC-12/OC-3 – The aggregation of multiple OC-3 channels into a single OC-12 service and vice-versa.

ACS shall provide multiplexing and demultiplexing as listed in PART C - Attachment I.

Section 7. Digital Access Cross-Connect Systems

7.1 DACS (Digital Access Cross-connect System) – An intelligent software-based network element used to administer the assignment of channel bandwidth on digital facilities. It is essentially a “switch” for which electronic cross-connections are established via an administrative process, and is appropriate for supporting semi-permanent connections. Interconnection to a DACS will be via DS-1 or DS-3 ports.

ACS shall provide digital access cross-connect systems as listed in PART C - Attachment I.

Section 8. Signaling Networks and Call-Related Databases

8.1 ACS shall provide, and shall not impair, AFS non-discriminatory access to signaling links, Signaling Transfer Points (STPs) and Service Control Points (SCPs), if any, on a stand-alone basis. The SS7 network includes, but is not limited to, signaling links and STPs.

8.2 ACS shall provide, and shall not impair, AFS non-discriminatory access to SCPs and call-related databases, if any, including, but not limited to, Number Portability database, and Calling Name (CNAM) database.

8.3 Nondiscriminatory access to ACS' SS7 network shall fully support the functions of all other network elements connected to the ACS SS7 network. These include local switching, local tandem switching, and service control points.

8.4 Connection to ACS' SS7 network elements will be in accordance with industry standards using the appropriate link set types. AFS may connect to any one or more of ACS' SS7 network elements.

Section 9. Operations Support Systems

ACS shall provide access to Operations Support Systems as set forth in PART C - Attachment IV.

Section 10. Maintenance, Testing and Repair

10.1 It is agreed between AFS and ACS that any change, maintenance, testing or repair on any Telecommunications Services or unbundled Network Elements serving AFS or AFS customers will be performed with a minimum of disruption of service and at parity with that which ACS provides for itself or its customers.

10.2 ACS shall provide AFS emergency restoral, maintenance, and repair on the same schedule that ACS provides to its own customers.

10.3 ACS will ensure that Unbundled Network Elements are maintained and repaired to meet the transmission characteristics appropriate for the type of UNE that AFS ordered and is

paying for on a recurring basis. ACS will repair such UNEs consistent with similar network elements for its own customers.

10.4 ACS shall provide repair, maintenance and testing for all Telecommunications Services and Unbundled Network Elements in accordance with the terms and conditions of this Agreement and consistent with its provision of service and repair to itself.

10.5 ACS shall dispatch maintenance dispatch personnel for AFS elements and services on the same schedule to that which it provides its own subscribers.

10.6 All ACS employees or contractors who perform repair service for AFS shall follow ACS standard procedures in all their communications with AFS subscribers. These procedures and protocols shall ensure that: (1) ACS employees or contractors shall perform repair service that is consistent with the quality provided to ACS subscribers; and (2) trouble calls from AFS shall receive response time priority that is consistent with that of ACS subscribers and shall be handled in a nondiscriminatory manner.

10.7 ACS shall provide AFS with scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and Unbundled Network Elements provided to AFS under this Agreement equal in quality to that currently provided by ACS in the maintenance of its own network.

10.8 ACS shall give reasonable advanced notice to AFS of all non-scheduled maintenance or other planned network activities to be performed by ACS on any network element, including, without limitation, any hardware, equipment, software, or system, providing service functionality which may potentially impact AFS subscribers.

10.9 On all misdirected calls from AFS or ACS subscribers requesting repair, the Parties shall provide the subscriber with the correct repair telephone number and offer to transfer the call.

10.10 An “emergency network outage” is defined as an outage affecting twenty-five (25%) of the network. ACS and AFS shall notify the other’s repair center immediately of any emergency network outage.

Section 11. Service Suspensions/Restorations

Upon AFS’ request through Suspend/Restore Order, or mutually agreed upon interim procedure, ACS shall suspend or restore the functionality of any Unbundled Network Element, feature, function, or resale service to which suspend/restore is applicable. ACS shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory rules and regulations or government requirements.

PART C - ATTACHMENT IV

GENERAL INTERCONNECTION AND OPERATIONAL REQUIREMENTS

Section 1. Procedures

1.1 Contact with Subscribers. ACS and AFS shall act as the single point of contact for their end users' service needs. AFS shall make it clear to its subscribers that AFS is their service provider. ACS and AFS shall provide appropriate referrals to subscribers of the other carrier inquiring about services or products of the other carrier. Both companies shall instruct their personnel to not disparage the others products or services during such contacts.

1.2 Expedite, Escalation, and Disaster Procedures. The Parties recognize that unforeseeable or emergency circumstances may require expedited response times and/or escalation procedures. ACS and AFS shall provide escalation and expedite methods and procedures, consistent with current practices, which may be invoked at any point in the Service Pre-Ordering, Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution for issues surrounding customer services, orders, or disputes. Within thirty (30) days after Regulatory Commission of Alaska Approval of this Agreement, ACS and AFS will provide to each other a contact list for handling subscriber and other matters requiring attention/resolution outside of normal business procedures. ACS and AFS shall notify each other of any changes to its contact list at least one (1) week before such changes are effective. No later than thirty (30) days after RCA approval of this Agreement, ACS and AFS shall provide each other with contingency plans for those cases in which normal processes, interfaces, or systems are inoperable. ACS will also provide contingency plans for those cases in which ACS' Unbundled Network Elements, features, functions, and resale services purchased by AFS are inoperable.

1.3 Subscriber of Record. ACS shall recognize AFS as the billing Subscriber of Record for all Network Elements or services for resale ordered by AFS and shall send all notices, invoices, and information that pertains to such ordered services directly to AFS. AFS will provide ACS with addresses to which ACS shall send all such notices, invoices, and information.

1.4 Service Offerings. In response to a Bona Fide Request, following any public notice required by law of changes to ACS' network, ACS shall provide AFS with access to any new service, feature and function as soon as it is installed, tested, priced and available in the network.

1.5 Essential Services. ACS shall provide priority emergency restoration for AFS essential service lines in a nondiscriminatory manner relative to ACS essential service lines. Within ninety (90) days of RCA approval of this agreement, ACS and AFS shall agree on a common definition of essential service lines. Service restoration will be consistent with applicable state or federal law and regulations.

1.6 TTY/TDD. ACS shall cooperate with AFS to provide Telecommunications Services at parity to serve TTY/TDD subscribers.

Section 2. Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC)

ACS and AFS shall provide a Local Carrier Service Center or equivalent which shall serve as a Single Point of Contact (SPOC) for procedures concerning all activities involved in the ordering and provisioning of ACS' unbundled Network Elements, features, functions, and resale services or switching customers between networks. This SPOC must be staffed adequately to respond in the same time frame AFS or ACS respond to retail or special contract customers for telephone answer times, order entry, confirmations, completions, due dates, repairs, etc.

Section 3. Modification, Enhancement or Development of New Methods, Manual or Electronic

The Parties recognize that changes to methods, processes, and procedures will occur as improvements to systems become available. Whenever ACS determines that the methods described herein need to be upgraded, it will provide AFS notice sufficient for AFS to make necessary changes to take advantage of any improvements. ACS will also discuss with AFS implementation timeframes and accommodate AFS' reasonable needs consistent with ACS' obligations to other customers.

Section 4. Changes in Services

ACS will provide a reasonable notice period for changes/discontinuation of services so that AFS has an opportunity to make the necessary modifications to its ordering, billing, and customer service systems, and so that it can provide sufficient customer notification regarding any changes.

Section 5. Access to Customer Data

5.1 Access shall be provided to the customer data for any AFS or ACS subscriber without requiring production of a signed Letter of Agency (LOA), based on the blanket representation that the subscriber has authorized the requesting Party to obtain such data. ACS and AFS have the right, at any time, to audit a claim that a valid LOA exists. Upon five (5) business days' notice, ACS or AFS shall produce, either in person or electronically, a copy of the valid LOA. If a dispute arises, and the Dispute Resolution process described in Section 23 of PART A is invoked, neither AFS nor ACS will block, disconnect or deny access to customer data, electronic order processing, provisioning of services or any other processes or procedures defined in this agreement during the Dispute Resolution process.

5.2 View Customer Record.

Within ten (10) days of RCA approval of this Agreement, ACS will provide a process for AFS to obtain customer data. For information requests, ACS agrees to provide the data within one (1) business day using this process. ACS will provide data for a maximum of five (5)

accounts or fifty (50) lines per day. If requests exceed five (5) accounts or fifty (50) lines per day, AFS and ACS shall negotiate the return dates.

5.3 Service Address Validation

Where the service address is determined to be invalid, ACS will provide AFS with existing alternatives for the address sent to ACS. Where AFS is unable to validate an address it believes to be correct, ACS agrees to work with AFS to resolve any respective systems discrepancies and determine the correct address.

Section 6. Digital Loop Qualification

Under this Agreement AFS may request loops to provide ISDN, DS1, xDSL or other digital loops that comply with International Telecommunications Union (ITU) recommendations or American National Standards Institute (ANSI). Such loops may not be available to any particular location, and may require conditioning by ACS prior to use. To determine if it is likely that a particular loop will require conditioning, AFS can order a study of the loop transmission characteristics. ACS will provide results to AFS within the same time frame it provides studies to serve its own or other customers. Regardless of study results, ACS does not warrant that a loop will be capable of supporting any particular service.

Section 7. Loop Testing Studies and Information

7.1 Consistent with Section 8 below, ACS shall provide to AFS nondiscriminatory access to the same detailed information about the loop that is available to ACS so that AFS can make an independent judgment about whether the loop is capable of supporting the advanced services equipment AFS intends to install. At a minimum, ACS must provide to AFS the same underlying information that ACS has in any of its own databases or other internal records.

7.2 Loop Qualification and Conditioning.

7.2.1 AFS may order a “paper” transmission study to any service address to determine the feasibility of that address supporting DSL service. Such “paper” transmission study (hereinafter referred to as “EML study”) consists of a records-only review, is as accurate as the records at that point in time, and is performed after receipt of the fee agreed to in Part C Attachment 1. An EML will be performed by ACS-AK from its outside plant records and will include the cable plant make-up of the loop to the specific service address summarizing such items as wire gauge and types by section and distance, the presence of bridge tap(s), their locations and lengths, and presence of load coils or any other transmission equipment that could affect the performance of DSL on the loop, and an Estimated Measured Loss (EML) analysis of the loop. EML analysis will be computed for all characteristic frequencies listed on Table 2.1, for all types of DSL services.

7.2.2 If service to a specific address is not feasible due to the presence of load coils, AFS may request an estimate from ACS-AK for the cost of removal of the load coils and the timeframe in which load coils can be removed.

7.2.3 Based on the outcome of the EML analysis, such analysis to have been performed within the previous eighteen (18) months, AFS may order one or more DSL-qualified UNE Loops to a specific service address. AFS in its order will specify the type of DSL loop(s) needed, and whether or not the DSL loop will be provisioned as a Shared Line DSL. In its order to ACS-AK, AFS will also specify if it wishes to have ACS-AK perform line conditioning in the form of bridge tap and/or load coil removal. Based upon loop testing results, AFS may order loop conditioning on a particular loop. Loop conditioning is provided after AFS has ordered an EML study as described above and authorizes payment to perform the conditioning. ACS-AK will determine the availability of cable pairs to the service location and whether or not the location can be served with the requested DSL service/loop.

a. If cable pair(s) are available and the EML indicates the loop(s) will meet the specifications for the type of loop ordered without line conditioning, ACS-AK will provide a firm order commitment (FOC) date within one (1) business day.

b. If the service address cannot be served because of “no outside plant” conditions, ACS-AK will notify AFS of that information. ACS-AK will, within fifteen (15) calendar days, provide AFS with an estimated completion date for the outside plant work. As soon as possible, ACS-AK will provide AFS with a FOC date for the availability of the pair(s). AFS can either cancel its order at this time, or request that ACS-AK leave the order in OSP held order status until ACS-AK can provide cable pairs to the location.

c. If cable pair(s) are available but there are spectrum management issues that do not allow the provision of the ordered DSL type, ACS-AK will so inform AFS and provide the cost to move disturbers, if practical to do so. At this time, AFS can cancel its order or order ACS-AK to move disturbers. Within fifteen (15) business days, ACS-AK will provide AFS with its FOC date for availability of the pair(s), if the order is not cancelled.

7.2.4 For all DSL-qualified loops ACS-AK will upon completion of AFS’ order, label the pair(s) at the NID at the service address and provide AFS with line insulation test (LIT) and continuity test results. Line insulation tests check the loop for basic POTS (Analog 2W) service per PART C- Attachment III, Table 2.1 and include a minimum check for the presence of foreign voltages, faults to ground, loop resistance, measured insertion loss at 1004 Hz, C-message weighted noise, and after March 31, 2001, or sooner when available, longitudinal balance. If AFS reviews the test data or through its own testing finds that the loop does not meet the requirements of Table 2.1, AFS will open a repair trouble ticket with ACS-AK to get the loop repaired so that it meets the required limits. ACS-AK will again provide LIT test results at the completion of its repair of the pair(s). Billing to AFS for the pair(s) will not start until AFS accepts the loop test results unless AFS fails to accept the loop or fails to open a repair trouble ticket within three (3) business days of the Order Completion date.

7.2.5 If AFS measures the loop and the actual characteristic frequency loss is greater than the limits of PART C – Attachment III, Table 2.1, AFS may open a trouble ticket with ACS-AK to repair the loop so that it meets the limits of PART C – Attachment III, Table 2.1. If ACS-AK finds it must remove a bridge tap to effect repair to meet the loss predicted by the EML study or if AFS has failed to order bridge tap removal and they should have for the

particular DSL loop type ordered, such bridge tap removal will be at AFS' expense. If ACS-AK determines that it must perform a new EML study, AFS will additionally incur the cost of such new EML study. Unless bridge tap removal is required, AFS will also be given credit for the loop until such time as the EML meets the requirements of PART C – Attachment III, Table 2.1.

7.2.6 If ACS-AK cannot provide the ordered pair(s) that meets the requirements of the ordered DSL type which necessitates that AFS cancel its order, AFS will incur no DSL loop provisioning cost (except those costs for the EML study and transaction fee if ordered).

7.2.7 Charges for ordering, provisioning, testing and conditioning of DSL loops will be per the table in Part C Attachment 1. Field-testing and/or transmission studies of DSL loops will only be conducted at AFS request. AFS may order a change in DSL loop type for an existing DSL-qualified loop if such loop meets the technical performance requirements of Table 2.1 for the new loop type requested per the results of the EML study. DSL-qualified loops will be delivered to AFS on a nondiscriminatory basis in the same fashion and equal to the same level of service that ACS-AK provides to its own customers. ACS-AK will not guarantee that any service can be delivered over the loops, but rather that they meet the specifications of Table 2.1.

7.2.8 AFS may order a field test, hereinafter referred to as an AML (Actual Measured Loss), of a DSL loop. An AML study consists of a field test of a particular loop, provides the actual electrical loss on the loop at that particular point in time, and is performed after AFS authorizes payment. AFS will pay the appropriate DSL test charge per the table in Part C Attachment 1. The test will include measurements listed in Table 2.1. Results of the requested AML field test will be provided to AFS as soon as available but not later than ten (10) business days after AFS orders the AML study.

7.2.9 If AFS orders an EML study, ACS-AK shall have the study returned to AFS no more than five (5) business days after AFS places the order for the study. If the DSL loop meets specifications and doesn't need conditioning ACS-AK shall deliver the DSL loop to AFS no later than seven (7) days after the order is placed. If line conditioning is ordered, ACS-AK will remove bridge taps within two (2) weeks and load coils within thirty (30) calendar days. If AFS orders cable rearrangements to clear disturbers, ACS-AK will do so within two (2) weeks. If ACS-AK must effect repair activity as a result of the above provisioning process, it will do so within two (2) business days.

7.2.10 If ACS determines that it will be unable to meet the specified timeframes for providing results of EML or AML studies to AFS, ACS will so notify AFS. If on three or more occasions in a thirty (30) day period ACS fails to meet the specified timeframes for providing results of EML or AML studies to AFS, AFS may so notify ACS. Within five (5) days of the issuance of any notice described above, AFS may provide to ACS a written forecast of the number of EML studies it intends to order in the next ninety (90) days. ACS will have forty-five (45) days from the receipt of this written forecast to implement a plan for increasing staff and/or making changes to ACS' procedures to ensure future compliance with the EML/AML study result deadlines.

7.3 Record Keeping and Disturber Management.

7.3.1 The AFS DSL-qualified cable pairs will be assigned and annotated in ACS-AK' Facilities Database as "DSL-qualified Loops." These loops will not be subject to any kind of future modification that would cause them to fall out of compliance with the specific DSL technical performance specifications in PART C – Attachment III, Table 2.1.

7.3.2 ACS-AK will manage its outside plant with regard to spectrum compatibility of all services. AFS DSL loops will not be subject to modifications that would cause them to fall out of compliance with the specific DSL technical performance specifications. If ACS-AK needs to rearrange its plant where the potential exists to cause an AFS DSL loop to fall out of specifications, ACS-AK will obtain AFS' concurrence prior to doing such rearrangements. The Parties agree to work cooperatively on these matters.

Section 8. Ordering and Provisioning

8.1 General Requirements.

At present AFS does not anticipate the need for electronic interface for OSS. At such time that AFS desires to implement electronic interface to ACS' systems, the Parties will meet and attempt to negotiate a mutually acceptable arrangement. ACS shall provide AFS with methods to request and receive pre-order information and place service orders for the telecommunications services described in this Agreement.

8.2 ACS and AFS will process all pre-order and order requests in a nondiscriminatory manner. Each company will process such requests in timeframes consistent with those that exist in providing service to its own retail and other LEC customers. Reporting and audit requirements to verify compliance are set forth in Section 22 of PART A of this Agreement.

8.3 AFS will be allowed to request the scheduling of work during any four (4) hour A.M. or P.M. period of the business day; to the extent this capability is available for ACS to use for its subscribers, AFS will be provided the same capability.

8.4 ACS and AFS will allow for conversions of customers after 6 P.M. when required.

8.5 For subscriber conversions, ACS shall not disconnect any subscriber service or existing features at any time without a minimum twenty-four (24) hour notice to AFS.

8.6 For subscriber conversions requiring coordinated cut-over activities, ACS and AFS will agree on a scheduled conversion time, which will be a designated time period within a designated date. End user service interruptions shall be held to a minimum, and in any event shall not exceed the time ACS or AFS experience when performing similar work for their own subscribers.

8.7 ACS and AFS shall process conversion requests without requiring production of a signed Letter of Agency (LOA), based on the blanket representation that subscriber authorization has been obtained.

8.8 Unbundled Network Elements and Interconnection. AFS may order one or more Unbundled Network Elements (UNE) and Interconnection using Service Order Processing Procedures to be agreed upon. ACS will determine the availability of specified UNEs to the service location and notify AFS if the specified UNEs are not available. ACS will so notify AFS within the same timeframes as it does for its own customers. If the specified UNEs are available, ACS will provide a firm order commitment date within two (2) business days.

8.9 Firm Order Placement of the LSR or ASR. AFS will submit a Local Service Request (LSR) or Access Service Request (ASR) to order ACS services.

8.10 Rejection of a Service Request. When an order is rejected, ACS shall advise AFS of the rejection of the Service Request, and shall provide one or more reject reasons. ACS will work with AFS to resolve the problems that led to the rejection of the order. AFS will then resubmit the order.

8.11 Firm Order Confirmation. ACS will provide notification to AFS when Service Orders have been processed.

8.12 Service Request Revisions. AFS will revise orders by issuing supplements to open Service Requests. Service Request Supplements must be submitted by AFS prior to noon of the day preceding the due date.

8.13 Order Completion. ACS will provide notification to AFS when a Service Request has been completed.

Section 9. Service and Reporting Standards

9.1 ACS shall provide nondiscriminatory, non-preferential services to AFS that have substantially the same characteristics of timeliness and performance as ACS provides to itself, its affiliates (hereinafter referred to as “ACS’ actual performance”). ACS’ service performance shall be no worse than or no less than the specific performance threshold of ACS’ actual performance for the equivalent service, and services will meet the same technical criteria ACS uses in its own network. Services will be provisioned, repaired, and maintained at and to the same or like standards and intervals that ACS uses within its own network and for its own end user customers in like circumstances.

9.2 ACS will provide reports, no less frequently than monthly, that detail system average order processing times, repair timeframes, testing statistics, and other factors necessary for AFS to determine the level of service ACS provides to all of its customers, including AFS. If, after comparing this data to its own record of services provided to AFS, AFS determines that it is materially disadvantaged due to materially degraded service quality, AFS shall notify ACS of this discrepancy. If the Parties are unable to resolve the apparent conflict within thirty (30) days, the Parties shall engage in the Dispute Resolution process set forth in Section 23 of PART

A, and within that process, AFS may request an audit of ACS' operation in accordance with Section 22 of PART A of this Agreement.

PART C - ATTACHMENT V

COLLOCATION

Section 1. Introduction

1.1 This Attachment sets forth the requirements for collocation. Collocation is all forms of collocation including physical collocation (both caged and cageless), adjacent collocation, and virtual collocation. There will be a collocation quote preparation fee per collocation site requested by AFS. The fee is to reimburse ACS for expenses in processing the application.

1.1.1 ACS will provide AFS unrestricted access to any AFS collocation space. This is meant to include twenty-four (24) hours a day by seven (7) days a week access as provided herein. ACS will provide to AFS such keys, cards, security codes, etc. needed for access.

1.1.2 ACS will not disconnect AC or DC power or other support service (i.e., HVAC) (unless a major emergency is imminent or in process) without reasonable notification to AFS.

Section 2. General Descriptions

2.1 Physical collocation enables AFS to place, within or upon ACS' premises or points, equipment necessary for interconnection, or for access to ACS' unbundled network elements as required or authorized by federal or state law.¹⁵ The Parties may agree to collocation for any other purpose. AFS will not install any equipment used solely for switching services. Collocated equipment will comply with federal and state regulations covering such equipment. ACS will provide for physical collocation within or upon ACS' premises in space selected by ACS, except where it is not feasible for technical reasons or because of space limitations. Cageless collocation is subject to the same technical requirements that ACS imposes on its own equipment and to reasonable security arrangements imposed by ACS. Such security measures will not be more stringent than those that ACS maintains at its own premises for its own employees or authorized contractors. In response to an AFS request for cageless collocation, ACS may provide caged collocation. If ACS chooses to provide caged collocation in lieu of cageless, ACS shall bear any expense for construction of a cage or associated structures, including electrical, fire suppression and environmental conditioning systems, that would not have otherwise resulted from AFS' request for cageless collocation, and ACS shall complete all cage construction within ninety (90) days of AFS' request for cageless collocation. ACS shall allow cageless collocation without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to AFS' collocation space.

¹⁵ This language is not intended to expand the Parties' rights beyond those required by law.

2.1.1 In addition to the floor space, ACS will provide fire suppression, AC convenience outlets, -48 VDC power and battery backup (if requested and capacity is available), heating, air conditioning and other environmental supports and generator back-up to AFS' collocation space. ACS' obligation is limited to providing such services in substantially the same fashion as it provides such services to itself in the premises in which the collocation space is located. The expense, if any, of extending these services to AFS' collocation space will be included in the cost proposal for space preparation. AFS will be responsible for inspecting and evaluating power connections and grounding before connecting any AFS equipment to ACS power grids or ACS grounding grids.

2.1.2 ACS will provide two (2) separate building entrance facility points to each ACS premise or point where there are at least two (2) building entrance facility points existing and available for ACS' facilities to the premises or point.

2.2. Adjacent space collocation enables AFS, where space is legitimately exhausted in particular ACS premises, to collocate in adjacent controlled environmental vaults or similar structures to the extent technically feasible. ACS shall permit AFS to construct or otherwise procure such a structure subject only to reasonable safety and maintenance requirements. ACS shall provide -48 VDC power and battery backup (if requested and capacity is available), and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. ACS will permit AFS to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, in adjacent facilities constructed by either ACS or AFS.

2.2.1 ACS will provide two (2) separate facility entrance points to each ACS premise or point where there are at least two (2) facility entrance points existing and available for ACS' facilities to the premises or point.

2.3 Virtual collocation enables AFS to designate specific equipment, interoffice to AFS' use, to be installed, maintained and repaired by ACS within or upon ACS' premises in space selected by ACS necessary for interconnection or for access to ACS' unbundled network elements. AFS will not designate any equipment used solely for switching services.

2.3.1 In addition to the floor space, ACS will provide fire suppression, AC convenience outlets, -48 VDC power and battery backup (if requested and capacity is available), heating, air conditioning and other environmental supports and generator back-up to AFS' collocation space. ACS' obligation is limited to providing such services in substantially the same fashion as it provides such services to itself in the premises in which the collocation space is located. The expense, if any, of extending these services to AFS' collocation space will be included in the cost proposal for space preparation.

2.3.2 ACS will provide two (2) separate facility entrance points to each ACS premise or point where there are at least two (2) facility entrance points existing and available for ACS' facilities to the premises or point.

2.4 AFS will restrict the submission of detailed site requirements such that AFS' detailed site requirements pending ACS approval do not exceed five (5) wire centers in the state at any given time.

Section 3. Collocation Application Process

3.1 Physical Collocation (Caged and Cageless).

3.1.1 Request for Collocation. A request for physical collocation must be submitted to ACS in writing. At a minimum, the request must include: (a) identification of the premises or point where collocation is requested, (b) floor space requirements, (c) distribution frame space requirements, (d) building entrance facility requirements, (e) power and ground requirements, (f) type of equipment to be collocated and its intended use, and (g) date AFS requests for occupancy of collocated space. A site survey may be included with the request.

3.1.2 Within five (5) business days of receipt of AFS' request for collocation, ACS and AFS will assign single points of contact ("SPOC") for the collocation request. The SPOCs will work cooperatively and ACS will provide AFS with access to engineering and facility records necessary to properly design collocation space, equipment layout, power systems, cable racks, cabling, etc.

3.2 Preliminary Site Survey. If ACS determines that a site survey is necessary to determine feasibility and/or approval of AFS' request, ACS shall notify AFS and afford AFS the opportunity to be present at the survey. The preliminary site survey must be completed within fifteen (15) business days of AFS' request for collocation.

3.3 Approval/Rejection of Request. Within five (5) business days of the preliminary site survey, or no more than twenty (20) business days from receipt of AFS' request for collocation, ACS will approve or reject AFS' request. If the request is rejected, the reason(s) for rejection must be included. If ACS fails to provide the reason(s) for rejection or if AFS disagrees with the reason(s) for rejection or finds such reason(s) unreasonable, ACS and AFS will negotiate a mutually acceptable solution. At AFS election, ACS shall escort AFS representatives on a tour of the premises or point at issue. If a mutually acceptable solution cannot be reached within fifteen (15) business days of ACS' notice of rejection, AFS may request that the matter be resolved through Dispute Resolution as set forth in this Agreement.

3.4 Pre-Construction Site Survey. Subsequent to ACS' approval of the request for collocation, AFS may request a site survey to gather information necessary to develop detailed site requirements. ACS shall schedule the site survey within five (5) business days of AFS' request. The scheduled time shall allow for completion of the survey within fifteen (15) business days of the request.

3.5 Detailed Site Requirements. Subsequent to pre-construction surveys, AFS will submit detailed site requirements to ACS for review, cost development and approval.

3.6 Approval of Detailed Site Requirements. ACS shall respond to AFS within ten (10) business days of receipt of AFS' detailed site requirements with ACS' approval or rejection

of the detailed site requirements. If ACS rejects the detailed site requirements, the reason(s) for rejection will be provided. If the reason(s) for rejection are reasonable, AFS will modify the detailed site requirements accordingly and resubmit to ACS. If AFS finds the reason(s) for rejection unreasonable, ACS and AFS will negotiate a mutually acceptable solution. If a mutually acceptable solution cannot be reached within fifteen (15) business days of ACS' notice of rejection, AFS may request the matter be resolved through Dispute Resolution as set forth in this Agreement.

3.7 Cost Proposals and Acceptance.

3.7.1 ACS shall, within twenty (20) business days of approving AFS' detailed site requirements, provide a cost estimate and implementation schedule for any work to be performed by ACS. The cost estimate will include an itemized list of all labor, materials, equipment, permits, and any other costs for which AFS will be responsible.

3.7.2 Any work to be performed inside the collocation space may be performed by AFS employees or AFS contractors. Any work associated with the construction or preparation of the collocation space and any work to be performed on ACS property outside the caged or physically separate collocation space shall be performed by ACS or its contractors.

3.7.3 AFS equipment that is collocated in a cageless configuration shall be installed either in cabinets provided by AFS or in relay racks provided by ACS as mutually agreed by AFS and ACS. The installation of AFS equipment in these cabinets or racks, including electronic equipment and metallic and optical digital signal cross-connect panels, shall be performed by AFS employees or ACS approved contractors of AFS or, upon written request by AFS, by ACS or its contractors, at AFS' expense. Installation of support systems infrastructure, such as relay racks, ladder and cable racks and trays, ceiling supports, intra-office inner-ducts, power and grounding leads, and other post-installation work regarding this equipment, shall be performed by ACS or its contractors, at AFS' expense. ACS shall provide sufficient cable lengths for AFS to terminate power, grounding and signal cables in its equipment.

3.8 Implementation Schedule.

3.8.1 AFS shall, within twenty (20) business days of receipt, review ACS' cost proposal and implementation schedule. If ACS' cost proposal and implementation schedule are acceptable to AFS, AFS will provide ACS with written approval of the cost estimate and implementation schedule and authorize ACS to perform the work. If AFS finds any of the costs or the schedule to be unreasonable, AFS shall notify ACS accordingly, identify those specific issues that it finds unreasonable, and give ACS the opportunity to substantiate or modify the costs or schedule to AFS' satisfaction. If ACS and AFS cannot reach agreement on the proposal, AFS may request that ACS obtain competitive bids from ACS-approved contractors for the work. ACS will share the bid abstracts with AFS and the Parties will mutually agree to whom to award the bid.

3.8.2 AFS and ACS will complete an acceptance walk through of those portions of the collocation arrangement constructed by ACS. Any exceptions noted during this acceptance walkthrough which constitutes a material change from the mutually agreed upon collocation request and detailed site requirements shall be corrected within fifteen (15) days or such time as mutually agreed upon if fifteen (15) days is not reasonable.

3.9 Adjacent Collocation.

3.9.1 Request for Collocation. A request for adjacent collocation shall be submitted to ACS in writing. At a minimum, the request must include: (a) identification of the premises or point where collocation is requested, (b) ground space requirements if on ACS property, (c) distribution frame space requirements, (d) building entrance facility requirements, (e) power and ground requirements, (f) type of equipment to be collocated and its intended use, and (g) date AFS requests for occupancy of collocated space. A site survey may be included with the request.

3.9.2 Within five (5) business days of receipt of AFS' request for collocation, ACS and AFS will assign a SPOC for the collocation request. The SPOCs will work cooperatively and ACS will provide AFS with access to engineering and facility records necessary to properly design collocation space, equipment layout, power systems, cable racks, cabling, etc.

3.9.3 Preliminary Site Survey. If ACS determines that a site survey is necessary to determine feasibility and/or approval of AFS' request, ACS shall notify AFS and afford AFS the opportunity to be present at the survey. The preliminary site survey must be completed within fifteen (15) business days of AFS' request for collocation.

3.9.4 Approval/Rejection of Request. Within five (5) business days of the preliminary site survey, or no more than twenty (20) business days from receipt of AFS' request for collocation, ACS will approve or reject AFS' request. If the request is rejected, the reason(s) for rejection must be included. If ACS fails to provide the reason(s) for rejection or if AFS disagrees with the reason(s) for rejection or finds such rejection unreasonable, ACS and AFS will negotiate a mutually acceptable solution. At AFS election, ACS shall escort AFS representatives on a tour of the premises or point at issue. If a mutually acceptable solution cannot be reached within fifteen (15) business days of ACS notice of rejection, AFS may request that the matter be resolved through Dispute Resolution as set forth in this Agreement.

3.9.5 Pre-Construction Site Survey. Subsequent to ACS' approval of the request for collocation, AFS may request a site survey to gather information necessary to develop detailed site requirements. ACS shall schedule the site survey within five (5) business days of AFS' request. The scheduled time shall allow for completion of the survey within fifteen (15) business days of the request.

3.9.6 Detailed Site Requirements. Subsequent to pre-construction surveys, AFS will submit detailed site requirements to ACS for review, cost development and approval.

3.9.7 Approval of Detailed Site Requirements. ACS shall respond to AFS within ten (10) business days of receipt of AFS' detailed site requirements with ACS' approval or rejection of the detailed site requirements. If ACS rejects the detailed site requirements, the reason(s) for rejection will be provided. If the reason(s) for rejection are reasonable, AFS will modify the detailed site requirements accordingly and resubmit to ACS. If AFS finds the reason(s) for rejection unreasonable, ACS and AFS will negotiate a mutually acceptable solution. If a mutually acceptable solution cannot be reached within fifteen (15) business days of ACS' notice of rejection, AFS may request the matter be resolved through Dispute Resolution as set forth in Section 23, PART A of this Agreement.

3.9.8 Cost Proposals and Acceptance.

3.9.8.1 ACS shall, within twenty (20) business days of approving AFS' detailed site requirements, provide a cost estimate and implementation schedule for any work to be performed by ACS. The cost estimate will include an itemized list of all labor, materials, equipment, permits, and any other costs for which AFS will be responsible.

3.9.8.2 Any work to be performed inside the collocation space, where such space is enclosed by a cage or other physical separation, may be performed by AFS employees or AFS contractors. Any work associated with the construction or preparation of the collocation space, and any work to be performed on ACS property outside the collocation space, shall be performed by ACS or its contractors.

3.9.9 Implementation Schedule.

3.9.9.1 AFS shall, within fifteen (15) business days of receipt, review ACS' cost proposal and implementation schedule. If AFS finds any of the costs or the schedule to be unreasonable, AFS shall notify ACS accordingly, identify those specific issues that it finds to be unreasonable, and give ACS the opportunity to substantiate the costs or schedule to AFS' satisfaction. If ACS and AFS cannot reach agreement on the proposal, AFS may request that ACS obtain competitive bids from ACS-approved contractors for the work. ACS will share the bid abstracts with AFS and the Parties will mutually agree to whom to award the bid.

3.9.9.2 AFS and ACS will complete an acceptance walk through of those portions of the collocation arrangement constructed by ACS. Any exceptions noted during this acceptance walkthrough which constitute a material change from the mutually agreed upon collocation request and detailed site requirements shall be corrected within fifteen (15) days.

3.10 Virtual Collocation.

3.10.1 Request for Collocation.

3.10.1.1 A request for virtual collocation must be submitted to ACS in writing. At a minimum, the request must include: (a) identification of the premises or point where collocation is requested, (b) floor space requirements, (c) distribution frame space requirements, (d) building entrance facility requirements, (e) power and ground requirements, (f)

type of equipment AFS requests ACS to install and its intended use, and (g) date AFS requests ACS to complete the installation. A site survey may be included with the request.

3.10.1.2 Within five (5) business days of receipt of AFS' request for collocation, ACS and AFS will assign SPOCs for the collocation request. The SPOCs will work cooperatively and ACS will provide AFS with access to engineering and facility records necessary to properly design collocation space, equipment layout, power systems, cable racks, cabling, etc.

3.10.2 Preliminary Site Survey. If ACS determines that a site survey is necessary to determine feasibility and/or approval of AFS' request, ACS shall notify AFS and afford AFS the opportunity to be present at the survey. The preliminary site survey must be completed within fifteen (15) business days of AFS' request for collocation.

3.10.3 Approval/Rejection of Request. Within five (5) business days of the preliminary site survey, or no more than twenty (20) business days from receipt of AFS' request for collocation, ACS will approve or reject AFS' request. If the request is rejected, the reason(s) for rejection must be included. If ACS fails to provide the reason(s) for rejection or if AFS disagrees with the reason(s) for rejection or finds it unreasonable, ACS and AFS will negotiate a mutually acceptable solution. At AFS' election, ACS shall escort AFS representatives on a tour of the premises or point at issue. If a mutually acceptable solution cannot be reached within fifteen (15) business days of ACS' notice of rejection, AFS may request the matter be resolved through Dispute Resolution as set forth in Section 23, PART A of this Agreement.

3.10.4 Pre-Construction Site Survey. Subsequent to ACS' approval of the request for collocation, AFS may request a site survey to gather information necessary to develop detailed site requirements. ACS shall schedule the site survey within five (5) business days of AFS' request. The scheduled time shall allow for completion of the survey within fifteen (15) business days of the request.

3.10.5 Detailed Site Requirements. Subsequent to pre-construction surveys, AFS will submit detailed site requirements to ACS for review, cost development and approval.

3.10.6 Approval of Detailed Site Requirements. ACS shall respond to AFS within ten (10) business days of receipt of AFS' detailed site requirements with ACS' approval or rejection of the detailed site requirements. If ACS rejects the detailed site requirements, the reason(s) for rejection will be provided. If the reason(s) for rejection are reasonable, AFS will modify the detailed site requirements accordingly and resubmit to ACS. If AFS finds the reason(s) for rejection unreasonable, ACS and AFS will negotiate a mutually acceptable solution. If a mutually acceptable solution cannot be reached within fifteen (15) business days of ACS' notice of rejection, AFS may request the matter be resolved through Dispute Resolution as set forth in Section 23, PART A of this Agreement.

3.10.7 Cost Proposals and Acceptance.

3.10.7.1 ACS shall, within twenty (20) business days of approving AFS' detailed site requirements, provide a cost estimate and implementation schedule for all work to be performed by ACS. The cost estimate will include an itemized list of all labor, materials, equipment, permits, maintenance, repair and any other costs for which AFS will be responsible.

3.10.7.2 Any work to be performed utilizing virtual collocation shall be performed by ACS.

3.10.8 Implementation Schedule.

3.10.8.1 AFS shall, within twenty (20) business days of receipt, review ACS' cost proposal and implementation schedule. If found to be reasonable, AFS will provide ACS with written approval of the cost estimate and implementation schedule and authorize ACS to perform the work. If AFS finds any of the costs or the schedule to be unreasonable, AFS shall notify ACS accordingly, identify those specific issues that it finds to be unreasonable, and give ACS the opportunity to substantiate or modify the costs or schedule to AFS' satisfaction. If ACS and AFS cannot reach agreement on the proposal, AFS may request that ACS obtain competitive bids from ACS-approved contractors for the work. ACS will share the bid abstracts with AFS and the Parties will mutually agree to whom to award the bid.

3.10.8.2 AFS and ACS will complete an acceptance walk through of those portions of the collocation arrangement constructed by ACS. Any exceptions noted during this acceptance walk through which constitutes a material change from the mutually agreed upon collocation request and detailed site requirements shall be corrected within fifteen (15) days or such time as mutually agreed upon if fifteen (15) days is not reasonable.

3.11 Augmentation of Collocation Space. Subject to Section 6 of this Attachment, should AFS need to augment floor space, distribution frame (or equivalent) space, building entrance facilities, cabling, cable rack, equipment racks, power, ground, or any other facet of collocation at a premises or point where AFS is already collocated, the augmentation request and process will be the same as the collocation application process for the type of collocation at issue.

Section 4. Rules and Regulations

4.1 Safety and Engineering Standards.

4.1.1 ACS may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that ACS applies to its own equipment.

4.1.2 If ACS denies collocation of a competitor's equipment, citing safety standards, ACS must provide to AFS within five (5) business days of the denial a list of all like equipment that ACS locates within the premises in question, together with an affidavit attesting

that all of that equipment meets or exceeds the safety standard that ACS contends AFS' equipment fails to meet.

4.2 Security.

4.2.1 ACS may require all reasonable security arrangements not proscribed by law to protect its equipment and ensure network reliability. ACS may only impose security arrangements that are as stringent as the security arrangements that ACS maintains at its own premises for its own employees or authorized contractors.

4.2.2 ACS shall allow AFS to access its collocated equipment twenty-four (24) hours a day, seven (7) days a week. AFS shall call and notify ACS' NOCC as soon as AFS determines that access to ACS facilities is necessary. With respect to ACS facilities in which AFS has equipment collocated in a cageless configuration, AFS will give ACS' NOCC at least forty-five (45) minutes advance notice before accessing its equipment, in order to provide ACS a reasonable opportunity to accompany AFS. AFS may enter the wire center and access its equipment forty-five (45) minutes after giving notice to ACS regardless of whether ACS personnel are in attendance.

4.2.3 AFS' employees, agents and contractors must comply with the policies and practices of ACS pertaining to fire and safety.

4.2.4 Reasonable security measures that ACS may adopt include:

- (a) installing security cameras or other monitoring systems; or
- (b) requiring AFS personnel to use badges with computerized tracking systems; or
- (c) requiring AFS personnel to undergo the same level of security training, or its equivalent, that ACS' own employees, or third party contractors providing similar functions, must undergo; provided, however, that ACS may not require AFS personnel to receive such training from ACS itself, but must provide information to AFS on the specific type of training required so AFS personnel can conduct their own training.

4.2.5 Within thirty (30) days of the Approval Date of this agreement, ACS shall provide contact names and telephone numbers for the personnel responsible for security, building and grounds, and environmental and safety issues.

4.2.6 AFS will supply to ACS, and update as changes occur, a list of its employees and approved vendors who require access to the collocation space and common areas of the premises. ACS shall provide a copy of all policies and practices to AFS within fifteen (15) days of approval of this Agreement.

4.3 Construction and Scheduling.

4.3.1 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the collocation space, AFS must obtain ACS' written approval of AFS' proposed scheduling of the work in order to coordinate use of temporary staging areas, freight elevators, and other building facilities. ACS may request additional information before granting approval and may require scheduling changes; however, approval will not be unreasonably withheld.

4.3.2 ACS has the right to inspect AFS' completed installation of equipment and facilities occupying a collocation space and associated building entrance facilities. ACS also may make subsequent and periodic inspections of the AFS' equipment and facilities. These subsequent periodic inspections will be made no more than once per month, except when they are required by public safety, fire or insurance agencies or in cases of emergencies. If AFS is found to be in non-compliance with the terms and conditions of this Agreement, AFS must modify its installation to achieve compliance. ACS will notify AFS in writing two (2) days in advance of ACS initiated inspections, except in the case of emergencies, and AFS shall have the right to be present at the time of the inspection.

4.3.3 In the event that an emergency or agency request necessitates an inspection, ACS will, as soon as reasonably possible after the emergency or agency inspection request, notify AFS of the emergency or agency inspection request and the nature of the emergency or agency request. AFS shall have the right to be present at the time the outside agency inspection takes place. ACS will, where practical, inform AFS by telephone of any emergency-related activity that ACS or its subcontractors may be performing in the collocation space.

4.3.3.1 AFS shall provide a written logbook for ACS' employees or contractors to sign when they enter AFS' caged collocation space.

4.3.4 With ACS' prior written consent, AFS shall be permitted to use a portion of the ACS premises, central office and loading areas, if available, on a temporary basis during AFS' equipment installation work in the collocation space. An AFS representative must sign for all equipment deliveries requiring signatures of receipts. No ACS employee will accept delivery of AFS' equipment. AFS is responsible for protecting ACS' equipment, walls, and flooring within the staging area and along the staging route. AFS will meet all ACS fire, safety and environmental requirements. All temporary staging areas will be vacated and delivered to ACS in a broom-clean condition upon completion of the installation work. ACS may assess a cleaning charge for failure to comply with this obligation.

4.3.5 AFS' employees, agents and/or contractors may only work on, modify, or have access to AFS' equipment or facilities.

4.3.6 ACS shall provide AFS with the escalation process (names, telephone numbers, and the escalation order) for any disputes or problems that might arise pursuant to AFS' collocation.

4.4 Conditions on Use of Space.

4.4.1 Neither the use and occupancy of space in which AFS situates its equipment in ACS premises or points, nor the payments made by AFS for the use of space in ACS' premises or points, shall create or vest, or is intended to create or vest, in AFS (or in any other person) any property right or interest of any nature in any part of ACS' premises.

4.4.2 AFS shall, at AFS' expense, fully, promptly, and consistently comply with all statutes, ordinances, rules, regulations, orders, and requirements in effect during the term of this Agreement. AFS shall not use or permit the use of the collocation space in any manner that will create waste, create a nuisance, or create a fire hazard. AFS will not operate any equipment that causes interference with the telecommunications facilities of ACS or others in the building.

4.4.2.1 ACS shall notify AFS immediately of any interference with the telecommunications facilities of ACS or others believed to be caused by AFS' equipment. AFS and ACS will, within twenty-four (24) hours of notification by ACS, cooperatively work to expeditiously determine if the reported interference is caused by AFS' equipment and, if so, eliminate the cause of the interference. ACS retains the right and responsibility to eliminate any cause of interference.

4.4.3 AFS' use of collocation space within or upon ACS' premises or points is subject to any restriction or agreement which governs ACS' use of the premises or points, such as zoning restrictions, restrictive covenants in deeds or limitations in leases between ACS and the owner of the facility.

4.4.4 ACS shall not be responsible for (a) AFS' personal property, furniture and trade fixtures located in the collocation space, or (b) damages caused by the negligent or intentional act or omissions of AFS, AFS' agents, contractors, employees or invitees. ACS shall have no obligation to make repairs until a reasonable time after receipt of written notice from AFS of the need for such repairs.

4.4.5 Upon demand of ACS, AFS shall reimburse ACS for the cost of all repairs or maintenance that result from the misuse or neglect of the collocation space by AFS, its agents, contractors, invitees or employees. Upon termination of AFS' use and occupation of collocation space, AFS shall surrender the space occupied to ACS in the same condition as received, broom clean, ordinary wear and tear excepted, unless otherwise agreed to in writing.

4.4.6 Except for installation of equipment, AFS shall not make any alterations, improvements, or additions in, on, or about the occupied collocation space except as specifically permitted in writing by ACS.

4.4.6.1 AFS may, with the prior written consent of ACS, have the right to provide additional fire protection systems within the collocation space; provided, however, that AFS may not install or use sprinklers or carbon dioxide fire suppression systems within the building or the collocation space. If any governmental bureau, department or organization or

ACS' insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional standalone fire extinguishing, detection or protection devices be supplied within the collocation space, such changes, modifications or additions shall be made by AFS at its expense, following review and written approval by ACS prior to any work being done. If any governmental bureau, department or organization or ACS' insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the building in which the collocation space is generally located, such changes, modifications, or additions shall be made by ACS and AFS shall reimburse ACS for the cost thereof in the same proportion as the square footage of the collocation space is to the total square footage of the affected portion of the building.

4.4.7 AFS shall promptly pay all claims for labor or material furnished to or for AFS, for which claims are or may be secured by any construction or similar lien against ACS' premises. AFS shall not suffer or permit any lien to attach to the interests of ACS in the premises.

4.4.8 Any additions, non-trade fixtures, and improvements shall become the property of ACS and remain upon and be surrendered with the collocation space at the expiration of AFS' occupancy; provided, however, that ACS may require AFS to remove any additions and non-trade fixtures made by or for AFS and to repair any damages caused by such a removal. AFS' equipment, personal property, furniture, and trade fixtures shall remain the property of AFS and may be removed by AFS provided, however, that if AFS has not removed such items from the collocation space within ten (10) days after the termination of AFS' use and occupancy of such space, then ACS may elect to retain the same as abandoned property. AFS shall reimburse ACS for disposal of such abandoned property.

4.4.9 AFS will comply with ACS' Central Office Policies and Procedures as may be amended from time to time. ACS will provide a copy of ACS' Central Office Policies and Procedures within ten (10) business days of the Approval Date of this Agreement. ACS will be responsible for providing AFS with updates to the Central Office Policies and Procedures in a timely manner.

4.4.10 All space within the AFS adjacent or caged collocation space is dedicated to and controlled by AFS and cannot be used without the approval of AFS.

4.4.11 As requested by AFS, ACS shall provide basic telephone service to the AFS collocation space at tariffed rates. Upon AFS' request, this service shall be available at the collocation space on the day that the space is turned over to AFS by ACS.

5.1 General Rules.

5.1.1 Sidewalks, doorways, vestibules, halls, stairways, elevator lobbies, etc. shall not be used for storage of materials or disposal of trash.

5.1.2 Signs, advertisements, graphics or notices visible from in or outside the building are not permitted except as required by law or other local, state, or federal regulations.

5.1.3 AFS shall not use an open flame anywhere within the building.

5.1.4 AFS shall not tamper with or attempt to adjust temperature controls, fire detection/suppression devices. Environmental problems shall be referred to ACS' designated building representative.

5.1.5 No flammable or explosive fluids or material shall be kept or used within the building. AFS shall comply with all applicable building and fire codes.

5.1.6 AFS may not make any modifications, alterations, additions, repairs or decoration of the collocation space or the building in general.

5.1.7 Any ACS employee may request AFS or AFS' agent or contractor to stop work if in the judgment of the employee there is jeopardy to personal safety or potential damage to the building or equipment or facilities of ACS or others.

5.1.8 AFS shall perform all light housekeeping services, i.e., dusting and rubbish removal within the collocation space. Rubbish shall be removed from the ACS facility for disposal by, and at the expense of, AFS.

5.1.9 In those cases where AFS is issued keys for access to the building, AFS will accept responsibility for issuance of keys to its employees and retrieval of said keys upon termination of its employees.

5.1.9.1 ACS shall not charge for the issuance of keys nor shall it unreasonably limit the number of keys issued to AFS, its agents, or contractors.

5.1.9.2 Except for electronic keys, a \$250 charge will be levied for the loss of any key. There will be no charge for lost electronic keys.

5.1.9.3 AFS shall notify ACS immediately of any lost keys.

5.1.9.4 AFS' employees, agents and contractors are prohibited from making duplicates of keys issued by ACS.

5.1.9.5 At the expiration of AFS' occupancy of a collocation space, AFS shall surrender all keys, access cards and ACS-provided photo identification cards to the collocation space and the building to ACS.

5.1.10 AFS will assure that all appropriate doors are closed at all times and are not propped open or left open unless otherwise approved by ACS in writing.

5.1.11 AFS will follow all applicable ACS procedures that require notification or sign-in/sign-out of AFS personnel upon entrance and exit of ACS facilities.

5.1.12 No canvassing, peddling, soliciting of funds, or sale or advertising of AFS services shall be allowed in the building or grounds.

5.1.13 ACS shall not be liable or responsible for lost or stolen possessions or personal property of AFS, its agents, contractors or employees.

5.1.14 ACS will provide no designated parking. AFS may use ACS' parking facility if space allows and ACS' designated building representative grants written permission. Permission to use ACS' parking facility will not be unreasonably withheld.

5.1.15 AFS' employees, its contractors and agents are not permitted to smoke anywhere within ACS' building or on ACS property except in designated smoking areas.

5.2 Other Notifications.

5.2.1 ACS will provide AFS with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to AFS equipment located in an ACS facility. ACS shall provide AFS immediate notification by telephone of any emergency power activity that would impact AFS equipment.

5.2.2 AFS will provide ACS with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to ACS equipment located in an ACS facility. AFS shall provide ACS immediate notification by telephone of any emergency power activity that would impact ACS equipment.

Section 6. Space Reservation

6.1 AFS Space Reservation.

6.1.1 AFS may reserve additional floor space or frame space in an ACS' premises where AFS has or is ordering space for physical collocation if space is available for reservation.

6.1.2 AFS can reserve an amount of space no more than the amount of space it currently utilizes or has ordered in the particular ACS premises.

6.1.3 AFS must pay the Space Reservation Fee set forth elsewhere in this Agreement.

6.1.4 The priority of the reservation is established on a first-come, first-served basis as determined by the time that ACS receives the space reservation request form.

Reservations will be date stamped upon receipt. The lowest priority reservation is that reservation with the most recent date stamp.

6.1.5 The reservation will be maintained until AFS either terminates its collocation, cancels its order for additional space, or relinquishes its reservation by opting to not enforce its reservation.

6.1.6 When an order for physical collocation is received and all the unoccupied space is covered by reservations. The Party with the lowest priority reservation (option party) for which unoccupied space remains available after subtracting the space covered by reservations of higher priority reservations will be given the option of enforcing its reservation by paying the appropriate monthly rate for the space or relinquishing its reservation.

6.1.7 If the option party enforces its reservation, it must utilize the space for its intended purpose within one hundred twenty (120) days or relinquish it.

6.1.8 If the party with the lowest priority enforces its reservation, then the party with next higher priority reservation, for which unoccupied space remains available after subtracting the space covered by reservations of the remaining higher priority reservations, will be given the option of enforcing or relinquishing its reservations. As long as all parties with reservations for the available unoccupied floor space continue to enforce their reservations by paying the appropriate monthly rate for the space, no space will be available for new requests for physical collocation, frame space, entrance facilities or power.

6.1.9 The party that relinquishes its reservation by declining to enforce its reservation may place a new reservation, but the reservation receives a new priority based on the time the new reservation is received in writing.

6.1.10 Forecasted Space Requirements. Subject to Section 6 of this Attachment, annually, no later than June 30, AFS will inform ACS of its space requirements at ACS premises or points where space has not been available. ACS shall take AFS' forecasted space requirements into account when planning renovations of existing facilities or construction or leasing of new facilities in/at the premises or points at issue. The forecasted requirements shall remain in effect for one (1) year unless otherwise cancelled by AFS.

6.2 ACS Space Reservation

6.2.1 ACS may reserve ACS Central Office Floor Space under the following conditions.

6.2.2 ACS' space reservation priority will be determined in the same manner as the space reservation priority for CLECs or other parties. ACS must submit a space reservation request form to order to reserve space. This reservation request is date stamped and processed in the same manner as CLECs' or other parties' space reservation requests.

6.2.3 ACS may reserve at least the amount of space reasonably necessary for the provision of a communications-related service, including interconnection and the provision of unbundled network elements; however, the total space reservation cannot exceed the space currently used by ACS.

6.2.4 ACS may enforce its reservation in the same manner in which the collocating party enforces its reservation. ACS will impute the space rate to the ACS operations department for which the space is reserved.

6.3 Space Restrictions. Where AFS has requested space reservation at an ACS premises or point and such reservation cannot be accommodated for technical reasons or because of space limitations, ACS shall take AFS' projected collocation requirements into account when planning renovations of existing facilities or constructing or leasing new facilities in that premises or point.

Section 7. Damage or Destruction

7.1 If at any time during the term hereof the collocation space or the building of which it is a part is damaged, ACS may at ACS' option either (i) repair such damage as soon as reasonably possible at ACS' expense, in which event AFS' use and occupancy of collocation space under this Agreement will continue without interruption, or (ii) cancel and terminate AFS' use and occupancy of collocation space under this Agreement, as of the date of the occurrence of such damage. ACS will give written notice to AFS within thirty (30) days after the date of the occurrence of such damage of ACS' intention to either repair the damage at the collocation space or terminate AFS' use and occupancy of the collocation space.

7.2 If at any time during the term hereof the collocation space or the building of which it is a part is totally destroyed from any cause (including any total destruction required by any authorized public authority), AFS' use and occupancy of collocation space under this Agreement shall automatically terminate as of the date of such total destruction. ACS will inform AFS of its plans to rebuild the collocation space or building as soon as practicable and will restore AFS' collocation space as soon as practicable.

7.3 If the collocation space or the building of which it is a part is partially destroyed or damaged and ACS repairs or restores them pursuant to the provisions of this Section, the Floor Space Rate payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which AFS' use of the collocation space is impaired.

7.4 Protection of AFS' Property. ACS will use reasonable efforts to avoid damage to AFS' personal property, furniture and trade fixtures. ACS' liability for damage to AFS' personal property, furniture and trade fixtures is subject to the limitations in Section 8 of PART A.

7.5 Default by AFS. The occurrence of any one or more of the following events shall constitute a default of the conditions for use and occupancy of collocation space by AFS:

- (a) The vacating or abandonment of the central office space by AFS.

(b) The failure by AFS to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by AFS, where this failure shall continue for a period of thirty (30) days after written notice thereof from ACS to AFS.

(c) Any of the following events: (i) the making by AFS of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or the making by AFS of any general assignment, or general arrangement to the benefit of creditors; (iii) the filing by or against AFS of a petition to have AFS adjudged as bankrupt or a petition for reorganization of arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against AFS, the same is dismissed within sixty (60) days); (iv) the appointment of a trustee or receiver to take possession of substantially all of AFS' assets located in the collocation space or AFS' use or occupancy of the collocation space, where use or occupancy is not restored to AFS within thirty (30) days; or (v) the attachment, execution or other judicial seizure of substantially all of AFS' assets located in the collocation space or of AFS' use or occupancy of the collocation space, which such seizure is not discharged within thirty (30) days.

(d) AFS' use of the collocation space causes disruption or threat of harm to ACS' employees, facilities and equipment or other collocated CLEC's employees, facilities, and equipment or AFS violating criminal laws or otherwise not in keeping with the safety of the persons and property located at the ACS facility.

(e) AFS' use or occupancy of the collocation space, or the operation of AFS' equipment, alone or in combination with the use of others, interferes with the operation of ACS' telecommunications equipment or facilities or the employees, facilities, and equipment of another CLEC collocation customer.

(f) Failure to keep accounts current.

7.6 Remedies of ACS. In addition to any remedies ACS may have in law or equity, in the event of any default, ACS may at any time thereafter terminate AFS' use or occupancy of the collocation space. ACS shall be entitled to recover from AFS all damages incurred by ACS by reason of AFS' default including but not limited to, the cost of terminating AFS' use and occupancy of the collocation space and reasonable attorney's fees.

7.7 Condemnation.

7.7.1 If the collocation space or the building of which it is part or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of the power (all of which are called "Condemnation"), AFS' uses and occupancy of the collocation space shall terminate as of the date the condemning authority takes title or possession, whichever first occurs.

7.7.2 Any award for the taking of all or any part of the collocation space under the power of eminent domain or any payment made under threat of exercise of such power shall be the property of ACS; provided, however, that notwithstanding the foregoing, AFS shall have

the right to maintain a separate claim against the condemning authority for its loss of business, moving costs, or loss or damage to its personal property and removable fixtures, provided such claim does not diminish or impair ACS' claim.

7.7.3 In the event that ACS is notified by a condemning authority that the collocation space will become subject to a taking under the power of eminent domain, ACS shall promptly notify AFS in writing that AFS' use and occupancy of the collocation space shall terminate.

7.8 Subordination. AFS' use and occupancy of the collocation space, at ACS' option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the collocation space is a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. AFS will execute, at ACS' request, all documents necessary to effectuate any such subordination, hypothecation or security interest.

7.9 Warranty and Exclusions. To the extent ACS provides materials or services used in construction or modification of the premises to prepare the central office for occupancy by AFS, ACS warrants that the construction services will be performed in a workmanlike manner and construction materials shall be free from known defects. ACS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8. Rate Categories

8.1 Quote Preparation/Engineering Fee. Labor required to evaluate (1) the availability of space, as requested, and (2) the customer COI "interconnection" feasibility.

8.2 CO Floor Space. Per-square-foot increments of floor space in the CO equipment areas used by customer for COI, charged on a monthly basis; rate includes "environmental supports" e.g., fire suppression, heating, and air conditioning equivalent to the CO equipment at that location. This charge applies separately to each central office or switch that AFS will be using for collocation.

8.3 Central Office Build-Out. Modifications or additions that must be made to the CO to accommodate customer's transmission node; e.g., security devices, additions to and distribution of heating, ventilation and air conditioning, AC power circuits, DC power, and necessary space modifications. Installation of customer transmission node may be in addition to the build-out charges. The build out charges are applied on an individual case basis.

8.4 Cable Vault Splicing. Splicing for customer provided OSP "outside-plant" cable to the customer's provided riser/tip cable and ACS approved cable in the CO cable vault/fiber entrance cabinet. This charge is time and materials basis, non-recurring.

8.5 Splice Testing. The splice loss associated with each copper or fiber strand spliced in the ACS cable vault/fiber entrance cabinet. This charge is time and materials basis, and is

non-recurring. Splice testing is performed on a cooperative basis after the customer connects and terminates the riser cable on a lightguide panel or other equipment.

8.6 Cable Pull from Manhole to Cable Vault. ACS pulls customer provided fiber optic or other cable from a designated manhole outside the ACS CO to the CO cable vault. This charge is based upon 100 ft. of cable and has a monthly recurring and a non-recurring charge, based upon duct space usage and plant placement.

8.7 Cable Pull from the Cable Vault to the Transmission Node. ACS pulls customer provided riser cable from the CO cable vault to the Customer's transmission node or TVCS interconnection point. This charge is based upon a 50 ft or less run of cable and has a monthly recurring and a non-recurring charge, based upon duct space usage and cable placement.

8.8 Entrance Facility. CLEC's use of conduit/duct/innerduct space between a designated manhole and ACS owned cable vault/fiber entrance cabinet. This charge is a monthly recurring rate and includes a nonrecurring installation charge per 100 pair copper or per two (2) fibers.

8.9 Power Consumption and Delivery. For (a) 48 volt DC power delivered to the CLEC transmission node, for (b) delivery of DC power to one 7 ft equipment bay within the CLEC transmission node, for (c) an allocation of AC power. These three sub-elements of Power Consumption and Delivery are applied per 15 ampere draw, at a monthly recurring rate.

8.10 Cross Connect: STS-X to OC-X. Physical connection of CLEC electrical SONET signal between the CLEC equipment and the ACS owned Fiber Distribution Panel/Fiber Entrance Cabinet, subject to physical and virtual demarcation definitions. This charge is applied on an individual case basis.

8.11 Cross Connect: OC-X to OC-X. Physical connection of CLEC optical SONET signal between the CLEC OC cable/equipment and ACS Fiber Distribution Panel/Fiber Optic Entrance Cabinet, subject to physical and virtual demarcation definitions. This charge is applied on an individual case basis.

8.12 Cross Connect: DS0, DS1, DS3, STS-x Physical connection of CLEC electrical signal between the CLEC cable/equipment and ACS owned DSX and HMDF equipment, subject to physical and virtual demarcation definitions. If the CLEC requests the ILEC to perform this service, then the "line connect" charge is applied as a non-recurring charge.

8.13 Cable Space (Overhead Cable Trays "Ladder Racks"). Measured on a per 50 foot basis, per 25 pair cable appearance, and is a monthly recurring charge. Additional time and materials charges apply if customer does not provide their own cable.

8.14 Tie Cable Pull & Install (ISP Cable Pull, Installation, and Termination). Inside Plant Technicians pull customer provided tie-cable through overhead cable trays and performs terminations. Both cables and blocks are based upon 100 pairs. Charge is non-recurring, applied

per 100 pair pulled and terminated. Additional Time and Materials charges apply if customer does not provide their own tie-cables.

8.15 Rack Space, Frame Space, Fiber Optic Equipment Space. Vertical Rack/Frame space is on a per-block basis. 100 copper-pairs are terminated per-block. DS-1 and DS-3 jacks require mounting in a rack in the CO. The racks vary in height, but are generally 23 inches wide. Frame Space and Fiber Optic Equipment Space (for Mux/Demux Equip.) is charged per 1.75" mounting space and is monthly recurring. The mounting space charge is separate and in addition to the per footage rack space amount. Both charges are monthly recurring.

8.16 Optional Features and Functions. (1) Transmission Node Enclosure; lockable 8 ft. high wire mesh perimeter security fence placed around the customer's transmission node. (2) Diverse Riser; provides customer a second cable path between the cable vault and customer's transmission node. This charge is Individual Case Basis.

8.17 Operation and Maintenance. (1) At customer instruction, ACS will install the customer provided OSP entrance cable and riser cable. (2) ACS will maintain the customer cable and associated equipment, e.g., repeaters, outside the designated transmission node or TVCS. This includes maintenance of riser cable, cable-ways, and cable between the manhole and the transmission node, and cable between the transmission node and CO equipment where ACS interconnections may be made. The customer cable and associated equipment shall be maintained only upon request of the customer and shall be on an hourly basis, or time and material basis. (3) Any maintenance or testing assistance requiring a call-out of an ACS technician will be charged a minimum of two (2) hours starting from the time of notification.

8.18 Space Reservation Charge. Processing and maintenance of the customer's space reservation for CO floor space. This charge is a non-recurring charge applied once per central office per year per reserved square foot.

PART C - ATTACHMENT VI

RIGHTS OF WAY (“ROW”), CONDUITS, POLE ATTACHMENTS

Section 1. Introduction

This attachment sets forth the requirements for Rights of Way, Conduits and Pole Attachments.

Section 2. Requirements

2.1 General.

2.1.1 ACS shall make poles, ducts, inner-ducts, conduits, conduit systems, and other ROW available to AFS for Attachments under the terms and conditions set forth in this Section 2.

2.1.2 ACS shall provide AFS equal and non-discriminatory access to poles, anchors, inner-ducts, ducts, conduits and conduit systems, and other ROW, it owns or controls. Such access shall be provided on terms and conditions equal to that provided by ACS to itself or to any other party consistent with Section 224 of the Act. Further, ACS shall not preclude or delay allocation of these facilities to AFS because of the potential needs of itself or of other parties, except for work in process, which may be retained for ACS facilities deployment within three hundred sixty-five (365) calendar days of the date of the formal AFS request.

2.1.3 Each of the Parties shall designate to the other, on the basis of specific operating regions, single points of contact for negotiating all issues relating to implementation of this Section 2. The single points of contact shall also be the contacts for all notices and demands, offers and acceptances under this Section 2, unless otherwise agreed in writing by the Parties.

2.1.4 Excepting work in process as described above, and maintenance and emergency ducts as provided below, all usable but unassigned space on poles, or in inner-ducts, ducts, conduits, or other ROW owned or controlled by ACS shall be available for the attachments of AFS, ACS or other providers of Telecommunications Services or cable television systems. Subject to Section 2.5 below, ACS may reserve for emergency and maintenance purposes one duct, conduit and inner-duct in each conduit section of its facility routes. ACS shall make its maintenance inner-ducts, ducts, and conduits available to AFS for emergency restoration. AFS will pay the appropriate duct fees while it uses ACS' maintenance/emergency duct.

2.1.5 AFS shall own the cables and equipment that it places in or upon ACS ROW, conduits, inner-ducts and poles. All AFS facilities placed in or upon ACS ROW, inner-

ducts, conduits and poles shall be clearly tagged or labeled with AFS ownership identification so that they may be readily identified by ACS or its contractors as AFS facilities.

2.1.6 Inner-ducts, Ducts and Conduits. Access to ACS' inner-ducts, ducts, conduits and conduit systems by AFS or its designated personnel or contractors shall be provided on an escorted basis and upon a reasonable request for access to such inner-ducts, ducts, conduits and conduit systems. AFS shall pay for one (1) access escort based on an hourly rate of the appropriate level of escorting personnel as determined by ACS, unless ACS and AFS have reached agreement that no escort is necessary, which may be agreed to on a case by case basis. Such escort service shall be available on a reasonable basis twenty-four (24) hours per day. AFS is strictly prohibited from performing any work on ACS' facilities or systems except that AFS may use its own employees, or an ACS approved contractor to install and maintain its cables. AFS has access to ACS' ROW only to perform work on or protect its own facilities and system.

2.2 Space Availability Requests.

2.2.1 AFS may request information regarding the availability and conditions of poles, inner-ducts, ducts, conduits and other ROW prior to the submission of Attachment Requests (as defined below). ACS shall provide information regarding the availability and condition of ACS' poles, inner-duct, ducts, conduits or other ROW for Attachments within fifteen (15) business days of a request. If ACS is unable to inform AFS about availability and conditions within such fifteen (15) day interval, ACS shall so advise AFS within ten (10) business days after receipt of AFS information request. At that time, AFS and ACS will seek a mutually satisfactory time period for ACS' response, which in no event shall exceed thirty (30) calendar days. If ACS' response requires a field survey, AFS shall have the option to be present at the field survey and ACS shall provide AFS at least two (2) business days notice prior to the start of such field survey. During and after the field survey, ACS shall allow AFS with ACS escort to enter underground structures and to view aerial pole structures to inspect and confirm usability or assess the condition of the structure.

In the event ACS determines there are no inner-duct, ducts, space available on poles, conduits or other ROW, AFS may request that the Parties meet to explore alternative solutions suitable for AFS.

2.2.2 Route Maps. ACS shall make existing route maps of poles, inner-ducts, ducts, conduits or other Rights of Way available to AFS, at a city level, at ACS' facilities within two (2) business days and if such maps need to be generated, within ten (10) business days of AFS' request. Preparation of such maps requested by AFS shall be accommodated by ACS on a reasonable basis and at AFS' expense, plus a reasonable administrative fee. In making these maps and drawings available, ACS makes no express or implied warranty as to the accuracy of these maps and drawings, except that they reflect the equivalent accuracy and timeliness of information used by ACS in its operations.

2.2.3 ACS shall invoice AFS an administrative fee equal to the direct cost plus overhead of providing maps and drawings, in addition to the direct cost of copying any requested maps or drawings.

2.3 Attachment Requests.

2.3.1 ACS agrees to permit AFS to place AFS' facilities on or in ACS' poles, inner-ducts, ducts, conduits, and other ROW pursuant to Attachment Requests from AFS approved in accordance with this Section 2, on the terms and conditions set forth herein and in the "Attachment Request." All pole Attachment Requests submitted by AFS must include pole calculations acceptable to ACS. The calculation acceptable to ACS will be industry standard.

2.3.2 AFS may submit a written Attachment Request at any time on a form to be designated by ACS, to ACS. ACS shall provide such form within ten (10) days after RCA approval of this Agreement. An Attachment Request shall be deemed properly submitted if it identifies with specificity the ACS poles, ducts, conduits, or other ROW for which AFS seeks Attachment. ACS shall approve any properly submitted Attachment Request within ten (10) business days, if the space has previously been determined to be available under the procedures set forth in Section 2.2.1. If AFS has not previously submitted a space availability request as outlined in Section 2.2.1, AFS will be referred to Section 2.2.1. No Attachments shall be placed on any ACS pole identified in an Attachment Request until the Attachment Request has been approved by ACS. AFS may submit subsequent Attachment Requests as needed. AFS shall have fourteen (14) calendar days after ACS' return of the approved Attachment Request to AFS to execute the Attachment Request and return the same to ACS. If AFS does not return the Attachment Request within the fourteen (14) calendar day interval specified above, then such request shall be null and void and such ROW shall become immediately available to other parties. The approved Attachment Request shall serve as the binding attachment contract between the Parties.

2.3.2.1 ACS and AFS may provide advance copies of projects that propose the construction of, or any activity that would change the available space on poles, conduits, and or direct buried facilities. The advance copies would depict the proposed routing and structure specifications. The purpose of this information is to provide both ACS and AFS the opportunity to share in the design and joint use of a structure.

2.3.3 Together with ACS' notice of approval of an Attachment Request submitted by AFS, ACS shall also provide an estimate of the Make Ready Work costs associated with making the space available for AFS' Attachment. ACS shall complete any Make Ready Work required to enable AFS to install its facilities at both a reasonable cost and within a reasonable period of time, both of which shall be agreed upon in writing by ACS and AFS. If such agreement does not occur within ten (10) business days of ACS' provision of a quote for such work or AFS determines the quote is too high, AFS may request ACS hire outside contractors to complete the Make Ready Work at AFS' expense. All Make Ready Work on AFS owned facilities shall be done by AFS personnel and or its approved contractor. Where AFS submits an Attachment Request and subsequently fails to return an executed Attachment Request within fourteen (14) calendar days of ACS' notice of approval, AFS shall reimburse ACS for its reasonable cost to provide pre-ordering information and any site survey work and the Attachment Request shall become null and void. Upon acceptance of an approved Attachment Request by AFS and its return to ACS, ACS shall bill AFS for any Make Ready Work non-

recurring charges. Upon completion of any required Make Ready Work by ACS or upon receipt of the approved Application Request by ACS, whichever is later, written notice shall be provided to AFS granting access to the attachment and advising AFS of the date that monthly billing for such attachment shall commence. AFS shall have one hundred eighty (180) calendar days to begin attachment and/or installation of its facilities after receipt of such notice. Any such construction shall be completed by the end of three hundred sixty-five (365) calendar days after receipt of such notice, unless AFS notifies ACS differently and ACS agrees to such delay. AFS' notification to ACS shall be provided at least sixty (60) calendar days prior to the expiration of the three hundred sixty-five (365) calendar day period. If AFS does not begin construction within this time frame, ACS will cease monthly billing to AFS and the access to the ROW and the Attachment Request shall be deemed null and void.

2.3.4 ACS shall make space available to AFS as soon as any Make Ready Work to be provided by ACS, as described in Section 2.3.3, is completed. At that time, AFS shall have the right, subject to the terms and conditions of this Agreement, to place and maintain the facilities described in the Attachment Request in the space designated on or in ACS' poles, inner-ducts, conduits, and other ROW identified therein. AFS may, at its option, use AFS or AFS-designated personnel, which AFS shall identify to ACS prior to beginning construction, to attach its equipment to ACS structures, subject to ACS' written agreement with the proposed construction methods proposed by AFS to perform such work. When AFS places and or maintains facilities on ACS property under any provisions of this Section 2, they must either use ACS personnel or ACS approved contractors to perform such work. Except for pole Attachments, ACS may (at ACS' option) provide a qualified inspector to accompany AFS or its contractors and AFS shall pay for same based on an hourly rate. ACS may stop AFS or its contractors' construction activities if the work is not performed in accordance with the industry standards, practices, and applicable NESC, and OSHA regulations as approved by ACS. Any such approval shall not be unreasonably withheld, delayed or denied. In the event ACS believes AFS or AFS-designated personnel are improperly or incorrectly performing construction, performing construction in an unsafe manner, or are in violation of any applicable NESC or OSHA regulations, ACS may stop construction and shall immediately notify AFS of the situation. AFS and ACS will jointly determine the next course of action to eliminate any problems and move quickly to resume construction.

2.3.5 AFS agrees to pay ACS the Make Ready Work costs within sixty (60) business days of receiving ACS' invoice.

2.3.6 ACS will provide AFS with answers to an environmental, health and safety questionnaire for each ACS facility in or on which AFS seeks an Attachment. AFS may provide this questionnaire with its Attachment Request and ACS shall return it to AFS with the approval of AFS' Attachment Request.

2.4 Authority to Place Attachments.

2.4.1 Before AFS places any Attachment pursuant to an approved Attachment Request, AFS shall submit evidence of its authority to erect and maintain the facilities to be placed on ACS' facilities within the public streets, highways and other thoroughfares or on

private property, where such additional authority is required by law. AFS shall be solely responsible for obtaining all necessary licenses, authorizations, permits, and consents from federal, state and municipal authorities that may be required to place Attachments on ACS' facilities.

2.4.2 ACS shall not unreasonably intervene against or attempt to delay the granting of any necessary licenses, authorizations, permits or consents from federal, state and municipal authorities or private property owners that may be required for AFS to place its Attachments on or in any poles, ducts, conduits, or other ROW that ACS owns or controls.

2.4.3 If any license, authorization, permit or consent obtained by AFS is subsequently revoked or denied for any reason, permission to attach to ACS' facilities shall terminate immediately and AFS shall remove its Attachments (if any) within one hundred twenty (120) calendar days. AFS may, at its option, litigate or appeal any such revocation or denial and if AFS is diligently pursuing such litigation or appeal, AFS may continue to maintain its Attachment. In doing so, AFS agrees to defend and indemnify ACS from and against any and all costs resulting from AFS' continuation of the Attachment that is the subject of such litigation or appeal.

2.5 Capacity.

2.5.1 When there is insufficient space on a pole or insufficient ACS inner-duct, duct or conduit to accommodate an AFS requested Attachment or occupancy, ACS shall: (1) replace the pole or conduit with one of greater height or capacity; (2) place additional poles or conduits in the ROW; or (3) place inner-duct in conduit. AFS shall be obligated to reimburse ACS for costs incurred to complete the work in accordance with 47 C.F.R. § 1.1416. If ACS cannot complete the work in a timely manner as reasonably determined by AFS, then AFS may cause ACS to contract the work out to better meet AFS' time needs.

If the pole or conduit is at one hundred percent (100%) capacity (either at maximum or over loaded in the case of a pole, or out of capacity in the case of a conduit system), the proportional share of costs will be evaluated and shared if there is any net gain in capacity above the requested capacity to accommodate AFS. Reasonable engineering, planning and joint usage will always be considered.

2.5.2 ACS shall permit AFS to break out of ACS conduit and to maintain facilities within conduit space used by AFS. Where required by ACS shall provide AFS designated personnel with one escort and AFS shall pay for such escort based on an hourly rate. Such escort service shall be available twenty-four (24) hours per day each day of the week.

2.5.3 ACS shall permit manhole interconnections and breaking out of ACS manholes and shall provide AFS with sufficient space in manholes for the racking and storage of cable as requested by AFS. ACS reserves the right to deny nonstandard requests to break out of manholes where the location in which AFS wants to break out is blocked by a cable rack.

2.5.4 ACS shall take all reasonable measures to allow access and/or egress to all conduit systems. This shall include but not be limited to ACS' removal, upon AFS' request, of any retired cable for conduit systems to allow for the efficient use of conduit space within a reasonable period of time. If the Parties are unable to agree on what is reasonable (in terms of measures or time intervals), either Party may proceed under the Dispute Resolution Procedures of Section 23 - PART A of this Agreement.

2.5.5 Where a spare inner-duct or maintenance and emergency duct does not exist, ACS shall install an inner-duct in a spare ACS conduit. AFS shall pay all of ACS' costs for this work within thirty (30) days of receipt of the invoice. The Make Ready Work process of Section 2 shall govern the installation of such inner-duct, that is, if ACS cannot complete the work in a timely manner as reasonably determined by AFS, then AFS may cause ACS to contract the work out to better meet AFS' time needs.

2.5.6 Neither Party shall attach, or permit other entities to attach facilities on existing facilities of the other without the other Party's prior written consent. Such consent will not be unreasonably withheld if the requested use is to facilitate use of the ROW by ACS or any other Party on a temporary basis until such reasonable time as the ROW can be expanded.

2.5.7 AFS acknowledges that, from time to time, it may be necessary or desirable for ACS to change out poles, relocate, reconstruct, or modify portions of its conduit system, or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by ACS' business needs or by factors outside of ACS' control, such as the decision by a municipality to widen streets or authorized application of another entity seeking access to ACS' poles or conduit systems. AFS agrees that AFS will, upon ACS' request and at ACS' expense, but at no cost to AFS so long as no additional cost is incurred by ACS as a result of AFS being attached, participate with ACS (and other licensees) in the relocation, reconstruction, or modification of ACS' conduit system or facilities rearrangement.

2.6 Sharing of Rights of Way. ACS shall offer the use of such ROW it has obtained from a third party to AFS, to the extent that ACS owns or controls the ROW, or to the extent the agreement with the third party reasonably permits ACS to grant such access to AFS.

2.7 Emergency Situations. Within fifteen (15) business days after the Approval Date of this contract, ACS and AFS shall mutually agree on a non-discriminatory priority method to access ACS manholes and conduits in emergency situations.

2.8 Attachment Fees.

2.8.1 AFS shall pay ACS Attachment Fees consistent with the Act, the FCC's implementing rules and regulations promulgated thereunder, and/or any relevant state Commission order, for each ACS facility upon which AFS obtains authorization to place an Attachment. The Parties agree that any new FCC or Commission rules and regulations setting forth a new methodology for determining the Attachment Fees shall govern the establishment of the pricing of Attachments.

2.8.2 ACS shall maintain an inventory of the ACS facilities occupied by AFS based upon the cumulative facilities specified in all Attachment Requests approved in accordance with this section. AFS shall provide ACS with “as built” drawings after each Attachment is completed. AFS shall have the right to remove any Attachment at any time, and it shall be AFS’ sole responsibility to notify ACS of any and all removals by AFS of its Attachments from ACS’ facilities. Such notice shall be provided to ACS at least thirty (30) calendar days prior to the removal of the Attachment and shall take the form of a notice of removal. AFS shall remain liable for an Attachment Fee for each ACS facility included in all approved Attachment Requests until a notice of removal has been received by ACS or AFS cancels an Attachment pursuant to Section 2.13. ACS may, at its option, conduct a physical inventory of the Attachments for purposes of determining the Attachment Fees to be paid by AFS under this Section 2.

2.9 Additions and Modifications to Existing Attachments.

2.9.1 AFS shall not modify, add to or replace facilities on any pre-existing Attachment without first notifying ACS in writing of the intended modification, addition or replacement at least thirty (30) calendar days prior to the date the activity is scheduled to begin. The required notification shall include: (1) identification of the impacted Attachment, (2) the date the activity is scheduled to begin, (3) a description of the planned modification, addition or replacement, (4) a representation that the modification, addition or replacement will not require any space other than the space previously designated for AFS’ Attachments, and (5) a representation that the modification, addition or replacement will not impair the structural integrity of the facilities involved. In the event of any modifications to AFS facilities on a pole or in a conduit system by ACS, ACS will notify AFS promptly once they determine the work is necessary, but in no case no less than five (5) business days in advance of the said work commencing.

2.9.2 If the modification, addition or replacement specified by AFS in its notice will require more space than that currently allocated to AFS or will require the reinforcement, replacement or an addition of support equipment to the facilities involved in order to accommodate AFS’ modification, addition or replacement, AFS will submit an Attachment Request in compliance with Section 2.3 in order to obtain authorization for the modification, addition or replacement of its facilities.

2.10 Noncompliance.

2.10.1 If, at any time, ACS determines that AFS’ facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Section, ACS may send a written notice to AFS specifying the alleged noncompliance. If AFS does not dispute ACS’ assertion in writing within thirty (30) calendar days of receipt thereof, AFS will, within sixty (60) calendar days of receipt of the notice of noncompliance, provide ACS with a schedule for bringing AFS’ facilities into compliance (which schedule shall be subject to ACS’ agreement, which agreement shall not be unreasonably withheld) and shall bring such facilities into compliance within the time periods specified in such schedule. If the

schedule cannot be agreed to within ten (10) business days, the issue will be resolved through the Dispute Resolution Procedures in Section 23 - PART A.

2.10.2 If AFS disputes ACS' assertion of noncompliance, AFS shall notify ACS of the basis of AFS' belief that AFS' facilities are compliant. If the Parties are unable to agree on whether a noncompliance exists within thirty (30) calendar days of receipt of the noncompliance notice by AFS, then the issue shall be resolved pursuant to the Dispute Resolution Procedures in Section 23 - PART A.

2.11 Surveys and Inspections of Attachments.

2.11.1 The exact location of Attachments on or in ACS' facilities may be determined through a survey. If so requested, AFS and/or any other entity owning or jointly owning the facilities with ACS may participate in the survey.

2.11.2 Apart from surveys conducted in accordance with Section 2.11.1 above, ACS shall have the right to inspect any Attachment on or in ACS' facilities as conditions may warrant. No joint survey or inspection by ACS shall operate to relieve AFS of any responsibility, obligation or liability assumed under this Agreement.

2.12 Notice of Modification or Alteration of Poles, Inner-ducts, Ducts, Conduits, or Other ROW by ACS. If ACS plans to modify or alter any ACS facilities upon which AFS has Attachments, ACS shall provide AFS notice of the proposed modification or alteration at least sixty (60) calendar days prior to the time the proposed modification or alteration is scheduled to take place. If AFS decides not to modify or add to its existing Attachment, AFS shall participate at no cost in such modification and rearrangement. If AFS adds to or modifies its facilities AFS shall be charged its proportionate share of the reasonable costs incurred by ACS for such modification or rearrangement. AFS shall make all rearrangements of its facilities within such period of time, which shall not be less than sixty (60) calendar days, as is jointly determined to be reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an AFS customer.

2.13 Termination of Section 2 or An Individual Attachment by AFS.

2.13.1 This Section 2 may be terminated by AFS any time prior to the expiration of its term by providing written notice to ACS of its intent to terminate not less than ninety (90) calendar days prior to the date such termination is to become effective. Within one hundred twenty (120) calendar days after the date this Section 2 is terminated, AFS shall cause all of its Attachments to be removed from all of ACS' Rights of Way. In the event AFS fails to remove its Attachments as required by this Section 2, ACS shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere or dispose of them at the expense of and for the account of AFS without ACS being deemed guilty of trespass or conversion, and without ACS becoming liable for any loss or damages to AFS occasioned thereby.

2.13.2 ACS may terminate, at any time, an Attachment under this Agreement upon thirty (30) calendar days in connection with any taking or condemnation of property on which such Attachment is located by a competent authority for any public use or purpose.

2.14 Abandonment. Nothing in this Agreement shall prevent or be construed to prevent ACS from abandoning, selling, assigning or otherwise disposing of any poles, conduit systems, or other ACS property used for Attachments, provided, however, that ACS shall condition any such sale, assignment or other disposition subject to the rights granted to AFS pursuant to this Agreement. ACS shall promptly notify AFS of any proposed sale, assignment or other disposition of any facilities or other ACS property used for AFS Attachments.

2.15 Dispute Resolution Procedures. If either Party has declared the other in default of any provisions of this Attachment VI, or has otherwise notified the other Party that it is not in compliance with the terms of this Section 2, either Party may invoke the Dispute Resolution Procedures, described in Section 23 - PART A of this Agreement. In the event either Party invokes the Dispute Resolution Procedures as provided in this Agreement, ACS will continue to process Attachment Requests pursuant to this Section 2.