

STATE OF ALASKA

THE REGULATORY COMMISSION OF ALASKA

Before Commissioners:

G. Nanette Thompson, Chair
Bernie Smith
Patricia M. DeMarco
Will Abbott
James S. Strandberg

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In the Matter of ACS of Alaska, Inc. Submittal for)
Approval of Interconnection Agreement Between)
Alaska Digitel, LLC and ACS of Alaska, Inc.)
Adopted By Negotiation

U-01-149

SUBMITTAL FOR APPROVAL OF INTERCONNECTION AGREEMENT
ADOPTED BY NEGOTIATION

ACS of Alaska, Inc. ("ACS-AK") submits for the Commission's approval the attached Commercial Mobile Radio Service ("CMRS") Interconnection Agreement between ACS of Alaska, Inc. and Alaska Digitel, LLC, which was adopted by negotiation. Per the Commission's order U-01-70(1), filings of this type, "will be treated as voluntarily-negotiated interconnection agreements between incumbent local exchange carriers and CMRS providers under Section 252 of the Telecommunications Act of 1996." No arbitration request was filed with this Commission regarding this matter.

Pursuant to the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. § 252(e)(1), "A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies." The Act provides that a State commission may reject an agreement adopted by negotiation only if it finds:

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

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(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity . . .

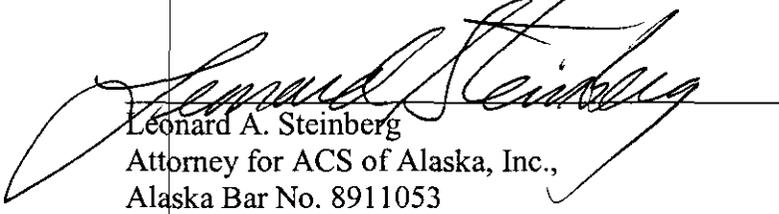
47 U.S.C. § 252(e)(2)(I), (ii).

Under the Act, the Commission must approve or reject a negotiated agreement within 90 days after its submission “or the agreement shall be deemed approved.” 47 U.S.C. § 252 (e)(4).

Because the Interconnection Agreement was negotiated rather than arbitrated, the Act does not require an implementation schedule. 47 U.S.C. 47 § 252(c)(3).

ACS-AK respectfully requests that the Commission approve the Alaska Digital/ACS-AK CMRS Interconnection Agreement.

DATED this 11th day of December, 2001, at Anchorage, Alaska.


Leonard A. Steinberg
Attorney for ACS of Alaska, Inc.,
Alaska Bar No. 8911053

Commercial Mobile Radio Service

Interconnection Agreement

Between

ACS of Alaska, Inc.

And

Alaska Digitel, LLC

AGREEMENT

THIS AGREEMENT is made by and between ACS of Alaska, Inc., ("ACS-AK"), an Alaska Corporation, and Alaska Digitel, LLC, ("Carrier") an Alaska Limited Liability Corporation. This Agreement may refer to either ACS-AK or Carrier as a "Party" or both as "Parties."

WITNESSETH

WHEREAS, ACS-AK is a local exchange telecommunications company authorized to provide telecommunications services in the State of Alaska; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the State of Alaska; and

WHEREAS, ACS-AK terminates IntraMTA telecommunications traffic that originates from Carrier's subscribers, and Carrier terminates telecommunications traffic originated by ACS-AK's local exchange service subscribers.

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, ACS-AK and Carrier agree as follows:

1 Definitions

1.1 **Commission** is defined as the Regulatory Commission of Alaska.

1.2 **Intermediary function** is defined as the delivery, pursuant to this agreement or Commission directive, of local traffic (using traditional landline definitions) to or from a local exchange carrier other than ACS-AK; a CLEC; or another telecommunications company such as a CMRS provider other than Carrier through the network of ACS-AK or Carrier from or to an end user of ACS-AK or Carrier.

1.3 **IntraMTA Telecommunications Traffic** (or **IntraMTA Traffic**) is that traffic which originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR § 24.202(a). For purposes of determining whether traffic originates or terminates within the same MTA, and therefore is subject to reciprocal compensation, the location of the End Office of the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used. The State of Alaska is the Major Trading Area for the purposes of this agreement.

1.4 **Local Traffic** is defined for purposes of reciprocal compensation under this Agreement as:

1.4.1 any telephone call that originates on the network of Carrier within the Major Trading Area ("MTA") and terminates on the network of ACS-AK within the Local Exchange Service Area in which the call is handed off from Carrier to ACS-AK; and

1.4.2 any telephone call that originates on the network of ACS-AK that is handed off to Carrier in the same Local Exchange Service Area within which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from ACS to Carrier. For purposes of this Agreement, Local Exchange Service Area shall have the same definition as that contained in the Local Tariff of ACS-AK (RCA No. 251).

1.5 **Local Interconnection** is defined for purposes of this Agreement as the delivery of Local Traffic to be terminated on each party's network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call

1.6 **Non-Local Traffic** is defined as all traffic that is not Local Traffic.

1.7 **Telecommunications Act of 1996** (or "**Act**") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

1.8 **Major Trading Area** (or **MTA**) means the State of Alaska, as defined by 47 CFR § 24.202(a).

2 Purpose and Scope of Agreement

2.1 The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251 and 252. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the areas served by ACS-AK.

2.2 The Interconnection Services set forth herein address the exchange of traffic between ACS-AK and Carrier. If such traffic is IntraMTA, the provisions of this Agreement shall apply. The Interconnection Services covered by this Agreement are for CMRS Carriers only in association with providing a telecommunication service to CMRS Carrier's end users. Interconnection Service provided herein is intended for CMRS to wireline and wireline to CMRS telecommunications traffic, but not wireline to wireline telecommunications traffic.

2.3 Any other interconnection, telecommunications traffic or service are covered by separate contract, tariff or price lists.

3 Effective Date

3.1 This Agreement will be effective only upon execution and delivery by both Parties. The "Effective Date" of this Agreement will be the date on which this Agreement is filed with the Commission, subject to approval by the

Commission in accordance with Section 252 of the Act, or where approval by Commission is not required, the date both Parties have executed the Agreement.

4 Term and Termination of Agreement

4.1 The initial term of this Agreement shall be two years, unless terminated earlier as provided for in this Agreement, and shall continue in force and effect thereafter, on a month to month basis, until replaced by a Subsequent Agreement or terminated by either Party upon sixty (60) days notice. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section B below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 4.4 below.

4.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

4.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 4.2 above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

4.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 4.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party.

4.5 Notwithstanding previous sections, this Agreement shall be terminated in the event that:

4.5.1 the FCC revokes, cancels, does not renew or otherwise terminates Carrier's authorization to provide CMRS in the area served by ACS-AK, or

the State Commission revokes, cancels, or otherwise terminates ACS-AK's certification to provide exchange services.

4.5.2 either party becomes bankrupt or insolvent, makes a general assignment for the benefit of, or enters into any arrangement with creditors, files a voluntary petition under any bankruptcy, insolvency or similar laws, or proceedings are instituted under any such laws seeking appointment of a receiver, trustee or liquidator instituted against it which are not terminated within sixty (60) days of such commencement.

4.6 Either Party shall have the right to terminate this Agreement at any time upon written notice to the other Party in the event:

4.6.1 a Party is in arrears in the payment of any undisputed amount due under this Agreement for more than ninety (90) days, and the Party does not pay such sums within ten (10) business days of the other Party's written demand for payment;

4.6.2 a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty (30) days after the other Party notifies the breaching Party of such breach, including a reasonably detailed statement of the nature of the breach. Upon expiration or termination of this Agreement, either Party may make written request as provided in the Act, that services continue to be provided pursuant to the terms of this Agreement during the negotiation of a new Agreement.

4.7 Upon receipt of such notification, the same terms, conditions, and prices set forth in this Agreement will continue in effect, as were in effect at the end of the latest term, or renewal, so long as negotiations are continuing without impasse until resolution pursuant to this section. If the Parties are in arbitration or mediation before the appropriate State Commission or FCC prior to the expiration of this Agreement, this Agreement will continue in effect only until the issuance of an Order, whether a final unappealable order or not, by the State Commission or FCC resolving the issues set forth in such arbitration or mediation request.

5 Local Interconnection and Compensation

5.1 Each party will pay the other for terminating its Local Traffic on the other's network the rates as set forth in Attachment I. Charges for terminating traffic will be in accumulated conversation minutes, whole and partial, measured from receipt of answer supervision to receipt of disconnect supervision and rounded up to the next whole minute at the close of the billing period. The charges for local interconnection are to be billed and paid monthly. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this agreement shall be billed within one year from the time the charge was incurred. Previously unbilled charges more than one year old shall not be

billed by either party.

6 Methods of Interconnection

6.1 Reciprocal connectivity shall be established to an ACS-AK End Office within the Local Exchange Service Area the Carrier desires to serve. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 or DS-0 pursuant to Bellcore Standard No. TR-NWT-00499. Signaling System 7 ("SS7") connectivity to Signal transfer points is required at each interconnection point after Carrier implements SS7 capability within its own network. ACS-AK will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible. The parties facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the parties based upon percentages equal to the estimated or actual percentage of Local Traffic on such facilities. This percentage is referred to as the Shared Facilities Factor and is set forth in Attachment I.

6.2 The parties will establish trunk groups from the interconnecting facilities of subsection 6.1 of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. ACS-AK's treatment of Carrier as to said charges shall be consistent with ACS-AK treatment of other CMRS carriers for the same charges. Unless otherwise agreed, ACS-AK will provide or bear the cost of all trunk groups for the delivery of Local Traffic from ACS-AK to Carrier's Mobile Telephone Switching Offices within ACS-AK's Local Exchange Service Area, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each ACS-AK End Offices at which the parties interconnect. Carrier will also provide or bear the cost of trunk groups carrying intermediary (transit) traffic or trunks dedicated to 911/E911 traffic (Type 2C).

6.3 The ordering and provisioning of all services from ACS-AK by Carrier shall be conducted through a designated representative of ACS-AK's Carrier Relations & Interconnection Services Department.

7 Non-Party Carrier Traffic Interconnection

7.1 For terminating its Non-Party Traffic on the other party's network, Carrier will pay Transit Traffic Charges described in paragraph 7.2 hereunder, as appropriate.

7.2 The exchange of the Carrier's traffic on ACS-AK's Extended Area Service (EAS) routes shall be considered Non-Party Carrier traffic and compensation for the exchange of such traffic shall be pursuant to the terms of this section. If Carrier delivers traffic to ACS-AK, which ACS-AK is performing an

intermediary function in the delivery of Carrier's IntraMTA traffic, such traffic shall be compensated as Transit Traffic as set forth in Attachments.

7.3 Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA or state boundaries) and traffic routing of the parties.

8 Access to 911/E911 Emergency Network

8.1 ACS-AK will route 911/E911 calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to ACS so that each call may be properly routed and contain as much pertinent information as is technically feasible.

8.2 ACS-AK and Carrier recognize that the technology and regulatory requirements for the provision of 911/E911 service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

9 Directory Listings

9.1 Subject to execution of an agreement between Carrier and ACS's affiliate, ACS InfoSource, Inc. (ACS-IS):

9.1.1 listings shall be included in appropriate White Pages or alphabetical directories;

9.1.2 Carrier's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and

9.1.3 copies of such directories shall be delivered to Carrier's subscribers.

9.2 Upon Carrier's request ACS-AK will include Carrier's subscriber listings in ACS-AK's directory assistance databases and ACS-AK will not charge Carrier to maintain the Directory Assistance database. The parties will cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

9.3 Upon Carrier's request ACS-AK will provide Carrier a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Carrier will provide ACS-AK with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

9.4 Upon Carrier's request ACS-AK and ACS-IS will accord Carrier's directory listing information the same level of confidentiality which ACS-AK and ACS-IS accords its own directory listing information, and ACS-AK shall limit access to Carrier's customer proprietary confidential directory information

to those ACS-AK or ACS-IS employees who are involved in the preparation of listings.

9.5 Additional listings and optional listings may be provided by ACS-AK at the rates set forth in the appropriate tariff as amended from time to time during the term of this Agreement.

10 Access to Telephone Numbers

10.1 Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. ACS-AK will cooperate with Carrier in the provision of shared NXXs where ACS-AK is the service provider.

11 Local Number Portability

11.1 The Local Number Portability (LNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. ACS-AK will provide access to the LNP database at rates, terms and conditions as set forth by ACS-AK tariff and in accordance with an effective FCC or Commission directive.

12 Access to Signaling and Signaling Databases

12.1 ACS-AK will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at ACS-AK's published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements. Signaling functionality will be available with both A-link and B-link connectivity.

13 Network Design and Management

13.1 The parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. ACS-AK will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

13.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

13.3 The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

13.4 The parties do intend to charge nonrecurring fees for any additions to, or moves to, or added capacity to, any facility or trunk provisioned. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

13.5 The parties will provide Common Channel Signaling (CCS) information

to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. Where available and technically feasible, CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

13.6 For network expansion, the parties will review engineering requirements on at least an annual basis and establish forecasts for trunk utilization as required by Section 6 of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both parties.

13.7 The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where ACS-AK provides recording capabilities. This exchange of information is required to enable each party to bill properly.

14 Auditing Procedures

14.1 Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties will retain records of call detail for a minimum of nine months from which the percent intermediary traffic, the percent interMTA traffic, and any other recorded traffic percentage can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits may be performed by a mutually acceptable independent auditor paid for by the party requesting the audit.

15 Liability and Indemnification

15.1 EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION XVI, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

15.2 Neither party shall be liable to the other for any act or omission of any

other telecommunications company providing a portion of a service under this Agreement, nor shall either party hold liable any other telecommunications company providing a portion of a service under this Agreement for any act or omission of ACS-AK or Carrier.

15.3 Neither party is liable for damages to the other party's terminal location, POI nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring.

15.4 Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation:

15.4.1 claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications;

15.4.2 claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer;

15.4.3 any claim, loss, or damage claimed by a customer of either party arising from services provided by the other party under this Agreement; or

15.4.4 all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement. Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

15.5 A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by applicable law, such Party shall not be liable to Customer or third Party for:

15.5.1 any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss; and

15.5.2 consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

15.6 Neither ACS-AK nor Carrier shall be liable for damages to the other's

terminal location, Point of Interconnection (POI) or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

15.7 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

15.8 The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

15.9 Notwithstanding any other provision of this Agreement, claims for damages by Carrier or Carrier's clients or any other person or entity resulting from the gross negligence or willful misconduct of ACS-AK shall not be subject to such limitation of liability.

15.10 Notwithstanding any other provision of this Agreement claims for damages by ACS-AK or any other person or entity resulting from the gross negligence or willful misconduct of Carrier shall not be subject to such limitation of liability.

15.11 Neither party assumes liability for the accuracy of the data provided to it by the other party.

15.12 No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

15.13 Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

15.14 EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN

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

15.15 The obligations of the parties contained within this section shall survive the expiration of this Agreement.

16 Modification of Agreement

16.1 ACS shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same Local Exchange Service Area as such other agreement and for the identical term of such other agreement.

16.2 If Carrier changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify ACS-AK of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

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

16.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

16.5 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or ACS-AK to perform any material terms of this Agreement, Carrier or ACS-AK may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the

Dispute shall be referred to the Dispute Resolution procedure set forth in Section 19.

16.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

17 Taxes and Fees

17.1 **Definition:** For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore.

17.2 Any federal, state, or local tax, fee or tax-like charges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other party. Any such taxes shall be shown as separate items on applicable billing documents between Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

18 Treatment of Proprietary and Confidential Information

18.1 The parties acknowledge that it may be necessary to provide each other, during the term of this Agreement, with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. The parties shall not disclose any Information received. Both parties will protect the Information received from distribution, disclosure or

dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

18.2 Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either:

18.2.1 made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement;

18.2.2 lawfully obtained from any source other than the owner of the Information;

18.2.3 previously known to the receiving party without an obligation to keep it confidential; or

18.2.4 requested by a governmental agency, provided that the party upon whom the request is made shall notify the party who originally provided the confidential Information at least seven (7) days prior to its release to the agency.

18.3 The obligations of this Section 18 shall survive the expiration of this Agreement for a period of two (2) years.

19 Resolution of Disputes

19.1 Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the State Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach. However, each party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

19.2 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all

Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

19.3 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

19.4 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations in accordance with this Agreement.

19.5 Billing Disputes. The Parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give notice to the billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay when due all billed amounts to the billing Party. If the Disputed Amount is resolved in favor of the billing Party, the billed Party shall thereafter pay the appropriate late charges, if applicable, upon final determination of such dispute.

20 Limitation of Use

20.1 This Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

21 Waivers

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

22 Assignment

22.1 No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld.

23 Amendment

23.1 This Agreement may not be amended in any way except upon written

consent of the parties.

24 Severability

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

25 Survival

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

26 Governing Law

26.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Alaska, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

27 Arm's Length Negotiations

27.1 This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

28 Filing of Agreement

28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Carrier shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Carrier.

29 Notices

29.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

ACS of Alaska, Inc
Manager, Carrier Relations
600 Telephone Avenue MS 50
Anchorage, AK 99503

Alaska Digitel, LLC
3127 Commercial Drive
Anchorage, AK 99501

Copy to:

**Alaska Communications
Systems Group, Inc.**
Chief Legal Counsel
600 Telephone Avenue MS 65
Anchorage, AK 99501

Alaska Digitel, LLC
5350 Poplar Avenue Suite 875
Memphis, TN 38119

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

29.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

30 Entire Agreement

30.1 This Agreement and its Attachments, incorporated herein by this reference, 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 as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative:

ACS of Alaska, Inc.

By: Kevin P. Hemenway
Kevin P. Hemenway
Chief Financial Officer

November 2, 2001
Date

Alaska Digitel, LLC

By: Stephen Roberts
Stephen Roberts
Managing Director

11/16/01
Date

ATTACHMENT I

INTERCONNECTION FACILITIES AND RATES

This Attachment describes Interconnection Services and Rates for Type 1, Type 2A and 2B arrangements for Wireless Service Providers as found in Telcordia Notes on the Network, Chapter 16 Wireless Networks (Telcordia Technologies Special Report SR-2275, Issue 4, October 2000) and as technically defined in Bellcore Technical Reference GR-145-CORE.

Type 1 Interconnection

Type 1 Interconnection is a trunk between a Carrier's Mobile Telephone Switching Office (MTSO) and an ACS-AK End Office using line-type address signaling sequences and multifrequency (MF) or ISUP trunk signaling. The Carrier establishes connections through this interface to the Local Exchange Service Area of the Company's End Office, toll carriers and other Interexchange Carriers (IXCs). Type 1 connections offer a trunkside connection from an End Office to a Wireless Service Provider (WSP). This trunkside connection has a Trunk with Line Treatment (TWLT) feature, or its equivalent, that offers trunkside signaling and supervision but treats the connection as a line for recording purposes. With this Type 1 connection, the WSP can establish connections to valid NXX codes in the Local Exchange Service Area, directory assistance, operator services (0-, 0+), N11 codes (411, 911, etc.), service access codes (800,900, etc.), and access to IXCs and International Carriers (INCs).

Call Descriptions

Incoming Calls

Mobile to Land calls are handled through Type 1 interconnection using MF or ISUP trunk signaling and the same address signaling sequences as a customer served by an End Office line. This interconnection may also be used to access Local Directory Assistance, operator service, N11 and

other cellular, local exchange carriers, IXCs and INCs. If desired, pre-subscription to a specific IXC can be made for each carrier trunk group.

Outgoing Calls

Calls from Company's switched network to the Carrier are handled at the Type 1 interface using multifrequency or ISUP trunk signaling to identify the called mobile station number.

Charges

Local Traffic (IntraMTA Traffic)

Mobile-to-Land (M-L) Calls

ACS-AK will charge the Carrier local cellular usage charges for (M-L) calls completed within the Local Exchange Service Area. The local cellular usage charges will be assessed on a per minute basis at End Offices where ACS-AK has local call measuring capability. The local cellular usage charges will be assessed on an assumed minutes basis at End Offices where local call measuring capability does not exist.

Land-to-Mobile (L-M) Calls

There will be no charge to the Carrier for L-M IntraMTA calls. Charges will be assessed to the landline customer in the form of flat rate charges, measured service, or other appropriate charges. Carrier will charge to ACS-AK the terminating reciprocal compensation rate for ACS-AK originated landline calls that terminate within the MTA.

Toll Calls

Mobile-to-Land (M-L) Toll Calls

The appropriate toll provider will charge message toll service rates to the Carrier for M-L toll calls. ACS-AK will charge its message toll rates to the Carrier for those calls where the ACS-AK serves as the toll provider. There is no terminating or transiting reciprocal compensation charge for M-L toll calls.

Land-to-Mobile (L-M) Toll Calls. The appropriate IXC will charge message toll service rates to the landline customer for L-M toll calls. ACS-AK will charge its message toll rates to the landline customer for those calls where the Company serves as the toll provider. There is no terminating transiting reciprocal compensation charge for L-M toll calls.

Type 2 Interconnection

Type 2A Interface

The ACS-AK Juneau End Office is not Type 2A capable at this time.

Type 2B Interface

Type 2B Interface is a trunk level connection between a MSC and an ACS-AK End Office Switching System. Type 2B Interconnection may only provide connections between the MSC and the directory numbers served by the one End Office to which it is interconnected. With the Type 2B connection, the WSP can establish connections only to valid NXX codes in the End Office providing the Type 2B connection, including those used for Feature Group A (FGA) service by IXCs. Connections to operator services (0-, 0+), directory assistance, N11 codes (411, 911, etc.), service access codes (800, 900, etc.), Feature Group B (FGB), and Feature Group D (FGD) to IXCs and INCs are not permitted.

Call Descriptions

Incoming Calls - Mobile to landline calls are handled at the type 2B Interface using trunk address signaling protocols and multifrequency or ISUP signaling to identify the called station number. Type 2B cannot be used to route mobile calls to FGB, FGC, FGD or FGD IXCs or to INCs.

Outgoing Calls - Outgoing calls from ACS-AK end users served by the End Office are handled by the Type 2B Interconnection using trunk address signaling protocols and multifrequency or ISUP signaling for identification of the called mobile station. Calls are routed to Carrier based on NPA NXX or 1000s group if required.

Charges

Mobile-to-Land (M-L) Calls

ACS-AK will charge the Carrier terminating reciprocal compensation charge for (M-L) calls completed within the Local Exchange Service Area. The local cellular usage charges will be assessed on a per minute basis at End Offices where ACS-AK has local call measuring capability. The local cellular usage charges will be assessed on an assumed minutes basis at End Offices where local call measuring capability does not exist.

Land-to-Mobile (L-M) Calls

There will be no charge to the Carrier for L-M local calls. Charges will be assessed to the landline customer in the form of flat rate charges, measured service, or other appropriate charges. Carrier will charge to ACS-AK the terminating reciprocal compensation rate for ACS-AK originated landline calls that terminate within the MTA.

SHARED FACILITIES FACTOR

Initial Three (3) months of Interconnection

Land-to-Mobile - ACS	.25
Mobile-to-Land - Carrier	.75

Subsequent Six Month periods

Land-to-Mobile	Previous 3 month's Actual percentage
Mobile-to-Land	Previous 3 month's Actual percentage

The Shared Facilities Factor will be revised every six (6) months thereafter, based on the previous six (6) months actual usage, and applied to the next 6 month period. Carrier shall apply the Land-to-Mobile factor in billing for the shared facilities. Carrier will note shared facilities factor applied on billing statement.

RECIPROCAL COMPENSATION RATES

ACS-AK to Carrier and Carrier to ACS-AK reciprocal rates per conversation minutes of use:

Type 1 & 2B Interconnection

Termination (End Office switching) \$0.0160

TRANSIT RATE

Transit Rate (Transport to Third Party Carrier's) \$.006

Facilities Charges – Type 1 and Type 2B

The charges for the network elements used in interconnection shall be the appropriate tariff listed below as amended from time to time during the term of this Agreement.

The recurring and non-recurring rate for two-wire or four-wire connecting circuits, equivalent to one (1) voice channel, shall be the rate for a two-wire or four-wire voice grade channel termination and applicable channel mileage and optional features under RCA Tariff No. 251.

The recurring and non-recurring rate for a 1.544 Mbps (High Cap DS-1) connecting circuit, equivalent to 24 voice grade channels, shall be the rate for a High Capacity Data 1.544 Mbps Local Channel and applicable channel mileage termination, channel mileage, repeater and optional features under RCA Tariff No. 251.

ATTACHMENT II
Interconnection Arrangements

Local Exchange Service Areas	ACS NPA/NXX	Carrier NPA/NXX	Type of Interconnection	Point of Interconnection
Juneau, Douglas, Sterling (per RCA No. 251)	907/364, 463, 465, 586, 713, 780, 789, 790, 796	907/635	Type 2B, 2-way DS-1 facilities	AT&T Alascom Co-lo at Lena Point