

R.C.A.  
03 SEP -9 11:4:19

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

STATE OF ALASKA

THE REGULATORY COMMISSION OF ALASKA

Before Commissioners: Mark K. Johnson, Chair  
Kate Giard  
Dave Harbour  
James S. Strandberg  
G. Nanette Thompson

In the Matter of ACS of Anchorage, Inc., ACS of )  
Fairbanks, Inc., and ACS of the Northland, Inc. )  
Submittal for Approval of Interconnection )  
Agreement Between ACS of Anchorage, Inc., )  
ACS of Fairbanks, Inc., ACS of the Northland, )  
Inc. and Personal Page, Inc. Adopted By )  
Negotiation )

U-03-083

**SUBMITTAL FOR APPROVAL OF INTERCONNECTION AGREEMENT**  
**ADOPTED BY NEGOTIATION**

ACS of Anchorage, Inc. ("ACS-ANC") ACS of Fairbanks, Inc. ("ACS-F") and ACS of the Northland, Inc. ("ACS-N") submit for the Commission's approval the attached One-Way Paging Interconnection Agreement between ACS-ANC, ACS-F, ACS-N and Personal Page, Inc., which was adopted by negotiation.

Pursuant to the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. § 252(e)(1), "Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. 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


1 (ii) the implementation of such agreement or portion is not consistent with  
2 the public interest, convenience, and necessity . . .<sup>1</sup>

3 Under the Act, the Commission must approve or reject a negotiated agreement within  
4 90 days after its submission "or the agreement shall be deemed approved."<sup>2</sup> And, because  
5 the Interconnection Agreement was negotiated rather than arbitrated, the Act does not require  
6 an implementation schedule.<sup>3</sup>

7  
8 Therefore, ACS-ANC, ACS-F and ACS-N respectfully request that the Commission  
9 approve the Interconnection Agreement with Personal Page, Inc.

10 DATED this 9<sup>th</sup> Day of September, 2003, at Anchorage, Alaska.

11  
12 ALASKA COMMUNICATIONS SYSTEMS

13  
14 

15 Martha Beckwith  
16 Attorney for ACS of Anchorage, Inc.,  
17 ACS of Fairbanks, Inc., and ACS of the  
18 Northland, Inc.  
19 Alaska Bar No. 7705006

20  
21  
22  
23  
24  
25  
26  
27 <sup>1</sup> 47 U.S.C. §252(e)(2)(i), (ii).  
<sup>2</sup> 47 U.S.C. §252(e)(4).  
<sup>3</sup> 47 U.S.C. §252(c)(3).

**ONE-WAY PAGING  
INTERCONNECTION  
AGREEMENT**

**Between**

**ACS of Anchorage, Inc.  
ACS of Fairbanks, Inc.  
ACS of the Northland, Inc.**

**and**

**Personal Page, Inc.**

# Table of Contents

	Page
<b>PART A – GENERAL TERMS AND CONDITIONS .....</b>	<b>1</b>
<i>Section 1 Scope of this Agreement .....</i>	<i>1</i>
<i>Section 2 Regulatory Approvals.....</i>	<i>1</i>
<i>Section 3 Term and Termination.....</i>	<i>1</i>
<i>Section 4 Charges and Payment.....</i>	<i>3</i>
<i>Section 5 Intellectual Property Rights.....</i>	<i>3</i>
<i>Section 6 Limitation of Liability.....</i>	<i>3</i>
<i>Section 7 Indemnification.....</i>	<i>3</i>
<i>Section 8 Remedies.....</i>	<i>5</i>
<i>Section 9 Confidentiality and Publicity.....</i>	<i>5</i>
<i>Section 10 Warranties.....</i>	<i>6</i>
<i>Section 11 Assignment and Subcontract.....</i>	<i>6</i>
<i>Section 12 Governing Law.....</i>	<i>6</i>
<i>Section 13 Relationship of Parties.....</i>	<i>6</i>
<i>Section 14 No Third Party Beneficiaries.....</i>	<i>7</i>
<i>Section 15 Notices .....</i>	<i>7</i>
<i>Section 16 Waivers .....</i>	<i>7</i>
<i>Section 17 Force Majeure.....</i>	<i>8</i>
<i>Section 18 Dispute Resolution.....</i>	<i>8</i>
<i>Section 19 Taxes.....</i>	<i>11</i>
<i>Section 20 Amendments and Modifications.....</i>	<i>11</i>
<i>Section 21 Severability.....</i>	<i>11</i>
<i>Section 22 Headings Not Controlling.....</i>	<i>12</i>
<i>Section 23 Entire Agreement.....</i>	<i>12</i>
<i>Section 24 Counterparts.....</i>	<i>12</i>
<i>Section 25 Successors and Assigns.....</i>	<i>12</i>
<i>Section 26 Implementation Team.....</i>	<i>12</i>
<i>Section 27 Joint Work Product.....</i>	<i>13</i>
<i>Section 28 No Waiver of Reconsideration or Appeal.....</i>	<i>13</i>
<i>Section 29 Parity of Service .....</i>	<i>14</i>
<b>PART B – Definitions .....</b>	<b>15</b>
<b>PART C - INTERCONNECTION RATES AND PAYMENTS.....</b>	<b>18</b>
<i>Section 1 Methods of Interconnection .....</i>	<i>18</i>
<i>Section 2 Directory Listings.....</i>	<i>18</i>
<i>Section 3 Access to Telephone Numbers.....</i>	<i>18</i>
<i>Section 4 Network Design and Management.....</i>	<i>18</i>
<i>Section 5 Compensation.....</i>	<i>19</i>

*Table of Contents Continued*

	<i>Page</i>
<i>Section 6 Payment of Rates and Interest Payment Charges .....</i>	<i>19</i>
<i>Section 7 Local Interconnection Charges.....</i>	<i>20</i>
<i>Section 8 One-Way Paging Terminating Traffic Rates.....</i>	<i>20</i>
<i>Section 9 Transport.....</i>	<i>20</i>
<i>Section 10 Interconnection Arrangements .....</i>	<i>20</i>

## **ONE-WAY PAGING INTERCONNECTION AGREEMENT**

**THIS AGREEMENT** is entered into between ACS of Anchorage, Inc., ACS of Fairbanks, Inc., and ACS of the Northland, Inc. (collectively referred to as "ACS"), each being Alaska corporations, having an office at 600 Telephone Avenue, Anchorage, AK, 99503, and Personal Page, Inc., ("PPI") an Alaska corporation, having an office at 800 East Dimond Blvd., Anchorage, AK. This Agreement may refer to either ACS or PPI or both as "Party" or "Parties."

**WHEREAS**, ACS is a Local Exchange Telecommunications Carrier certificated to provide telecommunications services in multiple locations in the State of Alaska;

**WHEREAS**, PPI is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide one-way paging (hereinafter "Paging Services") in the State of Alaska;

**WHEREAS**, pursuant to the Telecommunications Act of 1996, and other applicable laws, the Parties wish to enter into an agreement for the interconnection of their networks 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 covenants of this Agreement, ACS and PPI agree as follows:

## **PART A – GENERAL TERMS AND CONDITIONS**

### ***Section 1      Scope of this Agreement***

This Agreement, including PARTS A, B, and C, specifies the rights and obligations of each Party with respect to the establishment of one-way paging interconnection pursuant to Sections 251-52 of the Telecommunications Act of 1996 (“Act”). Except as otherwise stated, the Parties intend to establish and limit the application of such rights and obligations to those ACS is required by law to provide. This PART A sets forth the general terms and conditions governing this Agreement. Terms used but not defined in PART B will have the meanings ascribed to them in the Act, the FCC’s, and in the Regulatory Commission of Alaska’s (“RCA”) 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. Network Change Notifications shall be provided in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations (“C.F.R.”).

### ***Section 2      Regulatory Approvals***

- 2.1** This Agreement, and any amendment, modification, or material clarification hereof, will be submitted for approval in accordance with Section 252 of the Act. In the event a court or regulatory agency of competent jurisdiction rejects any provision of this Agreement, the Parties shall negotiate promptly and in good faith revisions as may reasonably be required to achieve approval of the Agreement.
- 2.2** 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, or (c) alters the obligations of one or both Parties to provide services, then, once such decision is final, the Parties immediately shall 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 as of June 1, 2003 (“Effective Date”) subject to regulatory approval.
- 3.2** The initial term of this Agreement shall be two (2) years from the Effective Date of this Agreement, and thereafter the Agreement shall renew for successive six (6) month terms, unless and until terminated as provided herein.
- 3.3** Either Party may terminate this Agreement after the end of the initial term, or any subsequent term, by providing written notice of termination to the other Party. Such written notice shall be provided at least sixty (60) days in advance of the date of termination.
- 3.4** By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.

- 3.5** Upon expiration or termination of this Agreement, if either Party desires uninterrupted service under this Agreement during negotiations of a new agreement, the requesting Party shall provide the other Party written notification at least thirty (30) days prior to the expiration or termination of the latest term of the agreement. The parties agree that they shall commence a good faith negotiation pursuant to the Act, and any applicable regulations, rules, or orders of any applicable regulatory 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 the appropriate regulatory body within ten months thereafter as provided by law. The parties agree to exercise their best efforts and all reasonable and necessary diligence to secure approval of such a new agreement by the end of the ten months. The parties further agree that unless the agreement was previously terminated under Section 3.7 of this section, the services under this agreement shall continue to be provided, without interruption and subject to all of the same terms, conditions, and prices in this agreement until a new agreement is approved by the RCA.
- 3.6** Should a new agreement nevertheless not be approved within the ten (10) month period provided for under the Act, the parties agree as follows: Services under this agreement shall continue to be provided without interruption for an additional six 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 the RCA, 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. Should no relief have been obtained during this six-month period, and should there be no new agreement in place by that time, the parties agree that services shall continue to be provided, however, that any new agreement ultimately reached by the parties shall be considered effective as of the date following the last day of the six-month period referenced in this Section 3.6.
- 3.7** Notwithstanding the provisions of Section 3.3 above, either Party may terminate this Agreement without penalty or liability other than for amounts owed as of the date of termination, by giving the other Party written notice of its desire to terminate at least thirty (30) days prior to the intended date of termination if:
- 3.7.1** the other Party makes an assignment for the benefit of creditors, or 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 against the Party which are not terminated within sixty (60) days of such commencement;
  - 3.7.2** the other Party makes an unauthorized assignment of this Agreement;
  - 3.7.3** the other Party fails to perform any of its obligations under this Agreement in any material respect, and such material failure continues without remedy for a period of thirty (30) days after the non-defaulting Party gives written notice to the defaulting Party;



- 3.7.4 the FCC or RCA revokes, cancels, does not renew or otherwise terminates Carrier's authorization to provide CMRS in the area served by ACS of Anchorage, Inc., ACS of Fairbanks, Inc., or ACS of the Northland, Inc., or revokes, cancels, or otherwise terminates ACS's certification to provide local exchange services in one of these areas; or
- 3.7.5 a Party is in arrears in the payment of any 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.
- 3.8 If this Agreement was previously terminated under Section 3.7, then uninterrupted service under this Agreement during the negotiation process will not be provided unless the defaulting Party cures the non-monetary defaults and pays all amounts due that are not the subject of a dispute resolution process under Part A, Section 18.

**Section 4 Charges and Payment**

In consideration of the services provided by ACS-ANC under this Agreement, the Parties shall pay each other the charges set forth in Part C.

**Section 5 Intellectual Property Rights**

Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent 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 6 Limitation of Liability**

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 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.

**Section 7 Indemnification**

- 7.1 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 "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or

settlement or 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 are the result of or arising 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 end-user’s use of the Ancillary Functions, Combinations, Local Services, or other services provided under this Agreement.

- 7.2** 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.
- 7.3** Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party’s discontinuance of service to one of the Indemnifying Party’s end-users for nonpayment.
- 7.4** 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 end-users that relate to any Telecommunications Services 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 end-user or third party for (i) 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 end-user for the service(s) or function(s) that gave rise to such loss.

### **Section 8 Remedies**

- 8.1** In addition to any other rights or remedies, to the extent permitted by applicable law, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance.
- 8.2** 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 9 Confidentiality and Publicity**

- 9.1** Subject to the limitations of Section 11.3, all information that 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 this Agreement only and shall not be used in any way whatsoever for marketing. Such information includes but is not limited to, trade secrets, technical and business plans, technical information, proposals, specifications, drawings, procedures, end-user account data, orders for services, and usage information in any form.
- 9.2** Regardless of the means of disclosure, information shall be protected by the Recipient in accordance with the terms of this Section 11, provided that such information should reasonably have been understood by the Recipient, 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 received as it would use to protect its own confidential and proprietary information.
- 9.3** Notwithstanding the provisions of Section 11.1, 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.

- 9.4** 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 Recipient or is otherwise required by law. In such event, however, the Recipient shall use reasonable efforts to notify the Disclosing Party prior to making such disclosure and shall cooperate in the Disclosing Party's efforts to object to such disclosure or to obtain confidential treatment of the information to be disclosed.
- 9.5** This Section 11 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 10 Warranties***

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 11 Assignment and Subcontract***

This Agreement may not be assigned directly or by operation of law without the written consent of the non-assigning Party, which consent will not be unreasonably withheld, except that a Party may assign this Agreement to (i) a subsidiary, parent, affiliate, division or corporation of the assigning Party, (ii) a successor corporation related to the assigning Party by merger, consolidation, non-bankruptcy reorganization, or governmental action, or (iii) a purchaser of substantially all of the assigning Party's assets. Notwithstanding the foregoing, neither Party may (absent the written consent of the other Party) assign this Agreement to an unaffiliated telecommunications carrier that does not qualify as an entity within (i), (ii), or (iii) immediately above. Any attempt to assign this Agreement in contravention of this Section is void.

***Section 12 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 law provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

***Section 13 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 14 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 PPI from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

**Section 15 Notices**

Documents sent between the Parties 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 PPI:**

Name: Sid Childers  
Title: President, Personal Page, Inc.  
Address: 800 E. Dimond Blvd.  
Anchorage AK 99515

**To ACS:**

Name: Jill Hume  
Title: Manager, Carrier Relations  
Address: 600 Telephone Avenue, MS 60  
Anchorage, Alaska 99503

Name: Leonard Steinberg  
Title: ACS General Counsel  
Address: 600 Telephone Avenue, MS 65  
Anchorage, Alaska 99503

**Section 16 Waivers**

**16.1** 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.

**16.2** 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.

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

***Section 17 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, tsunami, 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 19 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 18 Dispute Resolution***

**18.1** Resolution Procedures. Except as otherwise provided below, the Parties will attempt to resolve any dispute between the Parties (or their respective heirs, successors, assigns or affiliates) arising out of, relating to, or in connection with this Agreement, or the breach, termination or the validity thereof, regardless of whether such dispute is based upon fiduciary duty, tort, contract, statute, regulation or otherwise during an Initial Resolution Period in accordance with the procedures set forth in this Section.

**18.1.1 Manager.** Within five (5) business days after either Party furnishes to the appropriate Manager or Director referenced in Part A, Section 15 to this Agreement a written "Notice of Dispute," designated as such, a Manager of each Party shall consider the Dispute in person or by telephone and will attempt in good faith to resolve the Dispute for a period of ten (10) business days. If the Dispute is not resolved, as agreed by the Parties in writing, within such ten (10) day period, the Dispute will be escalated in accordance with this Section 18.1.2.

**18.1.2 Executive or Designee.** If a Dispute is not resolved in accordance with the above, either Party may submit a written "Claim Notice," designated as such, to the appropriate Manager or Director referenced in Part A, Section 15, describing the nature of the Dispute and the proposed resolution thereof and an Executive of each Party will consider the Dispute in person or by telephone and will attempt in good faith to resolve the Dispute for a period of fourteen (14) business days. If the Dispute is not resolved, as agreed by the Parties in writing, within such fourteen (14) day period, the Dispute may be escalated in accordance with Section

20.2. For purposes of clarification, neither Party shall be precluded from escalating in accordance with Section 18.2 after the fourteen (14) day period has passed.

## **18.2 Binding Arbitration.**

- 18.2.1** If a Dispute is not resolved in the Initial Resolution Period set forth in Section 20.1, except as expressly provided for in Subsection 20.2.5, each Party hereto hereby irrevocably and unconditionally agrees to submit any Dispute to binding arbitration (to be conducted in the manner set forth below). Within five (5) business days after the expiration of the initial resolution period, the Parties shall mutually select one arbitrator with industry expertise in the subject matter of this Agreement; *provided that*, in the event that the Parties fail to mutually select an arbitrator within ten (10) business days following the expiration of the initial resolution period, a neutral arbitrator, who has experience as a retired judge shall be selected within seven (7) days by Judicial Arbitration and Mediation Services (“JAMS”) in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (the “*JAMS Rules*”). Except as otherwise provided herein, the final decision regarding any Dispute shall be determined by the arbitrator and in accordance with the JAMS Rules. The Parties expressly agree that the arbitrator shall determine the discovery methods that shall be available to the Parties under this Subsection as appropriate under the circumstances. The Parties agree to use all reasonable efforts to have the arbitration hearing to be conducted within 180 days of the appointment of the mutually-selected arbitrator or the JAMS selected arbitrator.
- 18.2.2** Any final award shall be preceded by a written reasoned draft proposed award, and any Party shall have the right to demand a hearing on the proposed award, which hearing shall be preceded by submissions of memoranda by the Parties addressing the proposed award and stating such facts of record and such authority as the Party wishes to call to the arbitrator’s attention, and after any hearing thereon the arbitrator shall enter a final award which (a) shall be just, within the scope of this Agreement, and consistent with the Parties’ intent that this Agreement shall remain in full force and effect for the remaining term of the contract; (b) shall include a written decision setting out findings as to issues and the reasoning on which the award rests; (c) may include injunctive relief; (d) shall be made within sixty (60) days of the conclusion of any hearing or briefing if at all practicable; and (e) may be confirmed in any court having jurisdiction over the Party against whom enforcement is being sought.
- 18.2.3** The obligation of the Parties provided herein to arbitrate any Dispute between the Parties (or their respective heirs, successors, assigns, or affiliates) shall not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination.
- 18.2.4** The place of arbitration shall be Anchorage, Alaska. Subject to Subsection 18.2.5, each Party agrees not to commence any dispute, action, suit, or proceeding

between the Parties (or their respective heirs, successors, assigns, or affiliates) arising out of, relating to, or in connection with this Agreement, or the breach, or termination or validity thereof, regardless of whether such dispute is based upon fiduciary duty, tort, contract, statute, regulation or otherwise, except with such arbitrator; each Party further agrees that service of any process, notice, summons or document by U.S. registered mail to the address for such Party set forth in this Agreement shall be effective service for any such arbitration brought against such Party; each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any such arbitration in Anchorage, Alaska, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim that any such arbitration has been brought in an improper venue or an inconvenient forum.

**18.2.5** A request by a Party to a court for interim equitable or injunctive relief to protect and secure its rights under this Agreement pending arbitration shall not be deemed a waiver of the right to arbitrate. Furthermore, the Parties irrevocably and unconditionally agree to submit any such request exclusively to a state or Federal court located in Anchorage, Alaska; each Party agrees not to commence any such request except in the Alaska state or Federal Courts; each Party further agrees that service of any process, summons, notice, or document by U.S. registered mail to the address for such Party set forth in this Agreement shall be effective service of process for any such request brought against such Party in the Alaska Courts; each Party hereby irrevocably and unconditionally consents to the personal jurisdiction of the Alaska Courts and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court any defense that such court does not have personal jurisdiction over it; each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of such request in the Alaska Courts and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an improper venue or in an inconvenient forum.

**18.2.6** The Parties, their representatives, other participants and the arbitrator shall hold the existence, content, and result of any arbitration, and the Parties, their representatives, and other participants shall hold the existence, content and result of any request to a court hereunder in the strictest of confidence and shall not disclose the same except as required by law.

**18.2.7 Exclusions.** Nothing in this Agreement will limit either Party's right to seek immediate injunctive or other equitable relief from whatever forum of competent jurisdiction is available under applicable law whenever the facts or circumstances would permit a Party to seek such relief.

### **18.3 Billing Disputes**

**18.3.1** Any Party disputing any bill for interconnection, services, received pursuant to this Agreement shall tender timely payment for the disputed amount. Such payment shall be accompanied by a Billing Protest, which shall set forth (1) the



amount alleged to be improperly billed and (2) the specific reasons, legal and factual, establishing why the amount may have been improperly billed. The billing Party shall provide a Response to such Billing Protest within thirty (30) days. The billing Party shall either accept or deny the Protest.

**18.3.2** If the Protest is accepted, the billing Party shall return the amount improperly billed within the thirty (30) days required for its Response, with interest. If the Protest is denied, the billing Party shall set forth in its Response its specific reasons, legal and factual, establishing why the disputed amount was properly billed. If the Protest is accepted in part and denied in part, the billing Party shall return any undisputed amount within the thirty (30) days required for its Response, with interest, and set forth in its Response its specific reasons, legal and factual, establishing why the remaining disputed amount has been properly billed.

**18.3.3** Interest shall be assessed at the statutory rate set forth in AS 09.30.070.

**18.3.4** If the Billing Protest has not been resolved within twenty (20) days after a Response to the Billing Protest has been sent, the parties shall undertake Resolution pursuant to this Section 20, PART A. Should any arbitrator or court of competent jurisdiction subsequently determine that any amount tendered pursuant to a Billing Protest has been improperly billed and paid, the billing Party shall repay the amount, with interest, from the time it was paid.

### ***Section 19 Taxes***

Any Federal, state, or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) 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 the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required 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 such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

### ***Section 20 Amendments and Modifications***

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

### ***Section 21 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 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 22**    *Headings Not Controlling*

The headings and numbering of PARTS and Sections 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 23**    *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 as it contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

**Section 24**    *Counterparts*

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

**Section 25**    *Successors and Assigns*

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

**Section 26**    *Implementation Team*

- 26.1 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 ensure that the Parties share a mutual understanding about each Party's processes, operational procedures, and guidelines necessary to implement the terms of this Agreement. Each Party has sole authority over, and is solely and exclusively responsible for, establishing appropriate internal and external processes and procedures to be used in receiving and processing service requests.
- 26.2 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.
- 26.3 The Team will consist of one or more representatives of each Party, 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.

**26.4** The Implementation Team will work to ensure that each Party's practices, procedures, and responsibilities, are clearly understood by all affected Parties. The Implementation Team 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;
- single points of contact for ordering, provisioning, billing, and maintenance;
- service ordering and provisioning procedures, including provision of trunks and facilities;
- joint systems readiness and operational readiness plans;
- appropriate testing of services and facilities;
- physical and network security concerns; and
- such other matters specifically referenced in this Agreement that need to be reviewed by the Implementation Team.

**26.5** The Parties further agree that any other entity 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, subject to the confidentiality provisions of this Agreement.

**26.6** 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.

***Section 27 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 28 No Waiver of Reconsideration or Appeal***

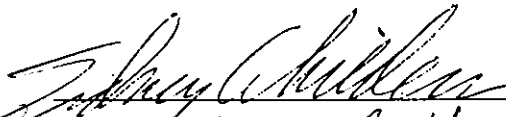
Execution of this Agreement shall not constitute a waiver of either Party's right to challenge any law, regulation, rule or order of the Federal Communications Commission or the Regulatory Commission of Alaska.

**Section 29 Parity of Service**

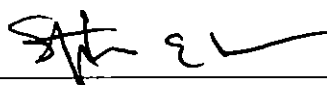
The Parties shall perform their obligation and duties under the Agreement with a non-discriminatory, non-preferential quality of service and a level of performance at parity with that which they use for their own operations or the operations of affiliates or for the provision of services to their own end-users, or the end-users of affiliates.

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

**PERSONAL PAGE, INC.**

By:   
Name: Sidney Childers  
Title: Officer  
Date: 9/2/03

**ACS OF ANCHORAGE, INC.  
ACS OF FAIRBANKS, INC.  
ACS OF THE NORTHLAND, INC.**

By:   
Name: Stephen E. Kieser  
Title: Vice President and General Manager  
LEC Operations  
Date: 9.8.03

## 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 1934, as amended, 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 the Consultative Committee on International Telegraphy and Telephony (“CCITT”).

**"ACT"** means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, as may be subsequently amended or, as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (“FCC”) or the Regulatory Commission of Alaska (“RCA”) having authority to interpret the Act within its jurisdiction.

**"COMMERCIAL MOBILE RADIO SERVICE"** or **"CMRS"** has the meaning given to the term in Part 20 of the FCC Rules.

**"COMMISSION"** means the Regulatory Commission of Alaska.

**"CONNECTING FACILITIES"** means dedicated facilities provided either under this Agreement or separate contract used to connect PPI’s network and ACS’ network for the purposes of interchanging traffic.

**"CONVERSATION TIME"** means the time (in full second increments) that both Parties’ equipment is used for a call, measured from the receipt of answer supervision to disconnect supervision.

**"CUSTOMER"** means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement, and includes the term "End User." More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

**"END USER"** means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement and includes the term "Customer." More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

**"EXCHANGE ACCESS"** has the meaning given the term in the Act.

**"EXCHANGE SERVICE AREA"** shall have the same definition as that contained in the Local Tariff of the respective ACS company physically interconnected with PPI.

**"FCC"** means the Federal Communications Commission.

**"INTERCONNECTION"** has the meaning given the term in the Act and refers to the physical connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of telecommunications traffic.

**"INTEREXCHANGE CARRIER"** or **"IXC"** means a Carrier other than a CMRS provider or a Local Exchange Carrier (“LEC”) that provides, directly or indirectly, interstate and/or intrastate for-hire telecommunications service.

**"InterMTA TRAFFIC"** means all calls that originate in one Major Trading Area (as defined by FCC regulations) ("MTA") and terminate in another MTA.

**"LOCAL EXCHANGE CARRIER" or "LEC"** has the meaning given to the term in the Act.

**"LOCAL SERVICE PROVIDER"** means a carrier licensed by the RCA to provide local exchange service.

**"LOCAL TRAFFIC"** is defined for purposes of this Agreement as any wireline telephone call that originates on the network of an ACS Company and handed to PPI at a point of interconnection in the same exchange service area, defined by the ACS Company's local operating tariff, in which the call originates. For purposes of this Agreement, "Local Traffic," for the application of reciprocal compensation, means telecommunications traffic over connecting facilities between an ACS Company and PPI that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR Section 24.202(A).

**"MOBILE SWITCHING CENTER" or "MSC"** means PPI's facilities and related equipment used to route, transport, and switch commercial mobile radio service traffic to, from, and among its end-users and other telecommunications companies.

**"MAJOR TRADING AREA" or "MTA"** has the meaning given to the term in 47 CFR Section 24.202(A). The State of Alaska is the MTA for purposes of this Agreement.

**"NXX," "NXX CODE," "CENTRAL OFFICE CODE," or "CO CODE"** is the three-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 telephone numbers.

**"ONE-WAY PAGING RATE"** means the rate applied to the paging call (a/k/a peg count) for termination compensation.

**"POINT OF INTERCONNECTION" or "POI"** means a physical location where ACS and PPI interconnect which establishes the technical interface and point(s) for operational division of responsibility.

**"PAGING SERVICE AREA"** means the geographic area, e.g., Major Trading Area, Basic Trading Area, Metropolitan Service Area, Geographic Service Area, and Rural Service Area, served by the radio system within which PPI is licensed to provide service.

**"TELEPHONE EXCHANGE SERVICE"** means wireline exchange connections among ACS end users.

**"TELECOMMUNICATIONS"** has the meanings given in the Act.

**"TELECOMMUNICATIONS CARRIER"** has the meanings given in the Act.

**"TERMINATION"** means the switching of local traffic at the terminating Party's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

**"THIRD PARTY PROVIDER"** shall mean any facilities-based telecommunications Carrier, including, without limitation, Interexchange Carriers, independent telephone companies, competitive local exchange carriers, or CMRS providers not a Party to this Agreement. The term shall not mean resellers of a LEC's local exchange services or resellers of a CMRS

provider's services. The term shall not mean Unbundled Network Elements-Platform ("UNE-P").

**"TOWER SITE"** means the location of fixed radio transmitting and receiving facilities associated with the termination of telecommunications traffic to a paging service end user.

**"TRANSIT TRAFFIC"** means intermediate transport and switching of traffic between two carriers, one of which is not a party to this Agreement, carried by a Party to this Agreement that neither originates nor terminates that traffic on the Party's network.

**"TRANSPORT"** means the transmission and any necessary tandem switching of local traffic subject to Section 251 (b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by third party carrier other than an incumbent LEC.

**"TRUNK GROUP"** means a set of trunks of common routing, origin, and destinations, and which serve a like purpose or function.

**"TRUNK SIDE"** means a Party's connection that is capable of and has been programmed to treat the circuit as connecting to another switching entity, for example ACS to another carrier switch. Trunk Side connections offer those transmission and signaling features appropriate for the connections of switching entities.

## **PART C - INTERCONNECTION RATES AND PAYMENTS**

### ***Section 1 Methods of Interconnection***

- 1.1** Type 1 interconnection arrangements are available pursuant to this Agreement subject to the sharing of recurring charges for certain transport facilities for non-local traffic as more fully set forth in herein. The delivery of local traffic shall be one-way originated from ACS to PPI only to a point of interconnection within the respective ACS Company's exchange service area pursuant to its local operating tariff.
- 1.2** The Type 1, one-way terminating interconnection trunk uses multi-frequency trunk signaling protocols. Telephone numbers ("DID Numbers") associated with the Type 1 trunk group are available only from the end office directly interconnected.
- 1.3** Connectivity shall be established to at least one ACS central office within every local exchange area per the ACS Company's local operating tariff, PPI desires to serve, or PPI may elect to interconnect directly at an end office.
- 1.4** The decision to activate facilities for which charges are shared will be made by the Party responsible for the majority of the recurring charges for the facility. This decision will be based on traffic information from studies performed by ACS or, if ACS has not or will not perform such studies, by traffic information provided by PPI. Sharing of recurring facility charges for voice grade transport at less than the DS1 level will be based on actual facilities installed.
- 1.5** When the Parties provide an access service connection between an interexchange carrier ("IXC") and the other Party, each Party will provide its own access services to the IXC. Each Party will bill its own access services to the IXC.

### ***Section 2 Directory Listings***

Parties agree Directory Listings are provided by a third party provider.

### ***Section 3 Access to Telephone Numbers***

PPI is responsible for interfacing with the North American Numbering Plan Administrator ("NANPA") for all matters dealing with its dedicated NXXs. ACS will cooperate with PPI in the provision of shared NXXs where ACS is the service provider. PPI shall return to ACS any unused Direct Inward Dial ("DID") blocks within an NXX.

### ***Section 4 Network Design and Management***

- 4.1** The Parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. Network Change Notifications shall be provided in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations ("C.F.R.").
- 4.2** The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. ACS shall in good faith determine the trunking requirements for the traffic (whether originated by ACS customers or transited through ACS) delivered by it to PPI, assuming a P.01 grade of



service during the busy hour. Where ACS determines that existing trunks are either insufficient or in excess of requirements, it may, with notice to PPI delete or add trunks as appropriate.

- 4.3 The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.
- 4.4 Neither Party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial configuration of either Party's network interconnection arrangement contained in this Agreement. However, interconnection reconfigurations will be considered individually as to the application of a charge. Notwithstanding the foregoing, ACS will apply nonrecurring charges for any additions, modifications, or moves of points of interconnection for any subsequent facility or trunk when requested by PPI.

**Section 5 Compensation**

Local traffic and transport will be compensated based on Bill-and-Keep. For the purposes of this agreement, Bill-and-Keep is the arrangement where PPI does not charge for the termination of one-way paging telecommunications traffic and ACS does not charge for the facilities used to transport ACS originated and/or transited telecommunications traffic.

**Section 6 Payment of Rates and Interest Payment Charges**

- 6.1 The Parties agree to pay all rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.
- 6.2 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, an interest penalty, as set forth in Section 6.4, shall apply.
- 6.3 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.
- 6.4 Charges are to be billed and paid monthly. PPI's share of charges for such local transport facilities are to be billed and paid pursuant to the terms and conditions of this Agreement. Delinquent balances will be charged late fees consistent with the applicable ACS' local operating tariff terms, conditions, and rates.
- 6.5 All charges under this Agreement shall be billed within one year from the time the charge was incurred. Previously unbilled charges that exceed one-year shall not be billed by either Party.

**Section 7 Local Interconnection Charges**

- 7.1 ACS will not impose upon PPI nonrecurring installation and service order charges and/or monthly recurring charges for the facilities used to carry ACS-originated and transited calls to PPI for termination. Nor will there be a charge for the DID numbers associated with such facilities.
- 7.2 For all other traffic, PPI shall pay the applicable ACS Company local operating tariffed rates.
- 7.3 Private Line services used by PPI from its paging switch to a tower site shall be governed by the terms, conditions, and rates of the applicable ACS Company local operating tariff.

**Section 8 One-Way Paging Terminating Traffic Rates**

One-Way Paging Terminating Traffic Rate – Bill-and-Keep.

**Section 9 Transport**

- 9.1 ACS agrees to deliver all local and non-local traffic over a single trunk group.

**Section 10 Interconnection Arrangements**

Local Exchange Area	Interconnection Type	Point of Interconnection
ACS of Anchorage, Inc., Anchorage	Type 1 One-way, analog	800 E. Dimond, Suite 3-395, Anchorage, AK 99515
ACS of Fairbanks, Inc., Fairbanks	Type 1 One-way, analog	1010 College Road, Fairbanks, AK 99701
ACS of the Northland, Inc., Soldotna	Type 1 One-way, analog	44470 Sports Lake Highway, Soldotna, AK 99669

*Note: Delivery of local traffic by a Party under this Agreement is to the Point of Interconnection ("POI") within its respective local exchange area pursuant to the applicable local operating tariff.*