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STATE OF ALASKA

THE REGULATORY COMMISSION OF ALASKA

Before Commissioners:

In the Matter of the Petition of GCI)
COMMUNICATION CORP. d/b/a GENERAL)
COMMUNICATION, INC. and GCI for Arbitration) U-05-76
with MATANUSKA TELEPHONE)
ASSOCIATION INC. Pursuant to 47 U.S.C.)
Sections 251 and 252.)

SUBMISSION OF ARBITRATED INTERCONNECTION AGREEMENT
FOR APPROVAL

General Communication, Inc. d/b/a GCI Communication Corp. d/b/a GCI
("GCI") and Matanuska Telephone Association, Inc. ("MTA") hereby jointly file
an executed Interconnection Agreement. There remain no unresolved disputes
between the parties, and the Parties request an Order confirming the Arbitrator's
Recommended Decision, under Section 252(b) of the 1996 Act, and an Order
approving the Interconnection agreement under Section 252 (e).

DATED at Anchorage, Alaska this 18th day of January, 2006.

Respectfully submitted,

GENERAL COMMUNICATION, INC.

By: 

Mark Moderow

By: 

Corporate Counsel

Martin M. Weinstein
Regulatory Counsel

GCI Communication Corp.
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Anchorage, AK 99503
(907) 265-5600

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MATANUSKA TELEPHONE ASSOCIATION, INC.

Dorsey & Whitney, Counsel for MTA

By: Heather H. Grahame
Heather Grahame

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of January, 2006, a copy of the foregoing was mailed and emailed to:

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Nancy Newell
Nancy Newell

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Anchorage, AK 99503
(907) 265-5600

**RESALE AND FACILITIES INTERCONNECTION AGREEMENT
TERMS AND CONDITIONS FOR FACILITIES INTERCONNECTION,
ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
BETWEEN
MATANUSKA TELEPHONE ASSOCIATION, INC.
AND
GENERAL COMMUNICATION, INC.
FOR THE STATE OF ALASKA**

**November 29, 2005
Version 1.0**

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SECTION 1.0 – GENERAL TERMS

This Interconnection and Resale Agreement (the "Agreement"), is effective the ___ day of _____, by and between this GCI Communication Corp. ("GCICC" or "GCI"), an Alaska Corporation, and Matanuska Telephone Association ("MTA") an Alaska _____, to establish the rates, terms and conditions for local interconnection, number portability, dialing parity, access to rights of way, local resale, and collocation, (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls, so that customers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network, and for GCI's use in the provision of exchange access ("Local Interconnection"); and

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

WHEREAS, GCICC wishes to purchase services and functions for the provision of its Telecommunications Services to others, and MTA is willing to provide such services; and

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

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

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

SECTION 2.0 – INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule, regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of February 4, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by MTA or GCI concerning the interpretation or effect of the Existing Rules or an admission by MTA or GCI that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop MTA or GCI from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by GCI, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings

by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.2.1 In addition to, but not in limitation of, 2.2 above, nothing in this Agreement shall be deemed an admission by MTA or GCI concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws. Nothing in this Agreement shall preclude or estop MTA or GCI from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and MTA's Tariffs, methods and procedures, technical publications, policies, product notifications or other MTA documentation relating to MTA's or GCI's rights or obligations under this Agreement, then the rates, terms, and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

SECTION 3.0 – NEW CUSTOMER INFORMATION

3.1 Except as otherwise required by law, MTA will not provide or establish Interconnection, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to GCI's execution of this Agreement. The Parties shall complete MTA's "New Customer Questionnaire," as it applies to GCI's obtaining of Interconnection, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, GCI will complete the MTA "New Customer Questionnaire" in order to determine MTA system requirements to support GCI specific activities. Appropriate documentation will be included with the form, such as tax exemption certificates, credit reports, etc. The questionnaire will include, but will not be limited to, the following information where appropriate:

- General information
- Credit information
- Federal and state tax information, including exemption status if appropriate.
- Certification information
- Billing and collection Information
- Contact information for, among others:
 - OSS and Network Notification
 - System Administration
 - Operational reports
 - Billing Information
 - Directory Services
 - Location Information
- Ordering information for services provided under this Agreement
- Business hours and holidays
- Service area in which company presence is desired with approval from the Regulatory Commission of Alaska.

3.3 A request for a particular service, function or report in this questionnaire does not constitute a guarantee that MTA is able or will provide the requested service, function or report.

SECTION 4.0 – DEFINITIONS

4.1 Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

4.2 For any term which is not defined in this Section 4.0 or elsewhere in this Agreement, the term shall have the meaning and the definitions as typically used within the telecommunications industry, such as those defined by the American National Standards Institute (ANSI), Bellcore and CCITT (Consultative Committee on International Telegraphy and Telephony).

“Access Services” refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

“Act” means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“Activity Types” see “OSS Activity Types”

“Adjacent Collocation” shall have the meaning set forth in Section 8.

“Advanced Services” refers to high speed, switched, broadband, wireline Telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video Telecommunications using any technology.

“Affiliate” means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term ‘own’ means to own an equity interest (or the equivalent thereof) of more than 10 percent.

“Agency Authorization” means an agreement a customer has with another party, which authorizes this second party to act as the customer’s agent for their specified telecommunications requirements.

“Applicable Law” means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

“Approval Date” is the date on which Commission approval of the Agreement is granted.

"ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

"Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

"Automatic Number Identification" or "ANI" is the Billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

"Business Day(s)" means the day(s) of the week excluding Saturdays, Sundays, and all MTA recognized holidays.

"Calling Party Number" or "CPN" is a Common Channel Signaling (CCS) parameter which refers to the ten digit number transmitted through a network identifying the calling party.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Central Office (C.O.):" A common carrier switching center in which trunks and loops are terminated and switched.

"Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:

"End Office Switches" which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

"Local Tandem Office Switches" (or "Tandem Switches") which are used to connect and switch trunk circuits between and among other End Office Switches.

"Collocation" is an arrangement where MTA provides space in or upon MTA Premises for the placement of GCI's equipment to be used for the purpose of Interconnection or access to MTA.

"Collocation – Point of Interconnection" or "C-POI" is the point outside MTA's Wire Center where GCI's fiber facility meets MTA's Fiber Entrance Facility. MTA will extend or run the Fiber Entrance Facility to GCI's Collocation Space.

"Collocation Space" is used to mean the provision of space for GCI's telecommunications equipment on MTA's premises for the purpose of Interconnection or access to MTA.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

"Commission" means the Regulatory Commission of Alaska.

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 ("SS7") is currently the preferred CCS method.

"Competitive Local Exchange Carrier" or "CLEC" refers to a Party that has submitted a request, pursuant to this Agreement, to obtain Interconnection, ancillary services, or resale of Telecommunications Services. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

"Completion Notice" is notice from MTA to GCI on a Parity basis that the central office and/or field work is physically complete.

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Conversion" means moving existing customers from one carrier to another carrier or converting an existing service from one type of service to another (e.g. from Wholesale to Facilities Based).

"Cross Connection" is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

"Current Service Provider" means the Party from which an End User Customer is planning to switch its Local Exchange Service or the Party from which an End User Customer is planning to port its telephone number(s).

"Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification. Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

"Customer Premises Equipment" or "CPE" means equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

"Day(s)" means calendar day(s) unless otherwise specified (See Business Day(s)).

"Demarcation Point" means the point where MTA owned or controlled facilities cease, and GCI, End User Customer, premises owner or landlord ownership or control of facilities begin.

"Dialing Parity" shall have the meaning set forth in Section 14.

"Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Directory Assistance Service" or "Directory Assistance" includes, but is not limited to, making available to callers, upon request, information contained in directory listings. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Listings" or "Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscribers' telephone numbers,

addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

"Disconnect" means the termination of an existing subscriber's service.

"Dispute Resolution" shall have the meaning set forth in Section 5.18.

"Disturber" is defined as a technology recognized by industry standards bodies that significantly degrades service using another technology (such as how AMI T1x affects DSL).

"DSX Panel" means a cross connect bay or panel used for the termination of equipment and facilities operating at digital rates and permits cross-connects by wire or patch cord.

"Due Date" means the specific date on which the requested service is to be available to GCI or to GCI's End User customers, as applicable.

"Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of Emergency Response Agencies (law enforcement, fire and emergency medical service) designed to serve a specific range of addresses within a particular geographical area. The ESN facilitates Selective Routing and transfer, if required, to the appropriate PSAP and the dispatch of proper Emergency Response Agency(ies).

"End User Customer" is a subscriber to a Telecommunications Service provided by either of the Parties.

"Enhanced Services" means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User Customer interaction with stored information.

"Enhanced 911" or "E911" shall have the meaning set forth in Section 10.2.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"Exchange Access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services by a local exchange provider.

"Local Exchange Service" or "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.

"FCC" means the Federal Communications Commission.

"Firm Order Confirmation" (FOC) is the documentation that provides the due date MTA has assigned to the order.

"Grandfathered Services" shall be those services referenced in 47 C.F.R. 51.615 and described in Section 6.

"ICB" means Individual Case Basis.

Incumbent Local Exchange Carrier or "Incumbent LEC" or "ILEC" means with respect to an area, the local exchange carrier that:

(1) On February 8, 1996, provided Telephone Exchange Service in such area; and

(2) On February 8, 1996, was deemed to be a member, or successor, or assign of the exchange carrier telephone companies that participate in the distribution of Carrier Common Line revenue requirement, pay long term support to association Common Line tariff participants, or receive payments from the transitional support fund administered by the association.

"Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

"Integrated Services Digital Network" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN (BRI) provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN (PRI) provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

"Interconnect" shall have the meaning set forth in Section 7.

"Interconnection Agreement" or "Agreement" is an agreement entered into between MTA and GCI for Interconnection or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act.

"Interexchange Carrier" or "IXC" means a Carrier that provides Interstate or Intrastate Toll services.

"Interfaces", for the purposes of this agreement, is defined as a means to exchange information in any of several methods, including, but not limited to, manual and/or electronic.

"Interstate Traffic" describes Telecommunications between a point located in a Exchange Service (EAS/Local traffic) Local Access area and a point located outside such area's Numbering Plan Area, or NPA.

"Intrastate Traffic" describes Telecommunications between a point located in a Exchange Service (EAS/Local traffic) Local Access area and a point located inside such area's Numbering Plan Area, or NPA.

"Letter of Agency" or LOA shall have the meaning provided in Section 5.3..

"Line Information Database" or "LIDB" is a system of databases developed and used by local telephone companies for such services as Originating Line number screening, Calling Card validation, Billing Number screening, Calling Card fraud and Public Telephone Check. The LIDB systems contain all valid telephone and calling card numbers in their regions, and have the necessary information to perform billing validation.

"Line Side" refers to End Office Switch or other central office equipment connections that have been configured to treat the circuit as a local line connected to a terminating station (e.g., an End User Customer's telephone station set, a PBX, answering machine, facsimile machine or computer).

"Local Access Transport Area" or "LATA" is as defined in the Act.

"Local Calling Area" is as defined by the Commission.

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Local Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

"Local Interconnection Service Entrance Facility" or "LIS Entrance Facility" is a DS1 or DS3 facility that extends from GCI's Switch location or Point of Interconnection (POI) to the MTA Serving Wire Center. A Local Interconnection Service Entrance Facility may not extend beyond the area served by the MTA Serving Wire Center.

"Local Interconnection Service" or "LIS" is the MTA product name for its provision of Interconnection as described in Section 7 of this Agreement.

"Local Number Portability" or "LNP" shall have the meaning set forth in Section 10.

"Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Main Distribution Frame" or "MDF" means a piece of equipment in the central office which enables wires from outside the central office to be easily connected to wires from inside the central office. On one side of the MDF, cables entering the office are terminated. On the other side of the MDF, cables from equipment inside the central office are terminated. The MDF usually holds overvoltage protective devices and functions as a test point between the subscriber and the central office equipment.

"Master Street Address Guide" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 calls.

"Meet Point" is a point of Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

"Mid-Span Meet" means an Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.

"MTA NECA Tariff 4 Offices" means the MTA wire centers in Wasilla, Big Lake, Palmer, Eagle River, and Chugiak.

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

"National Emergency Number Association" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

"Network Interface Device" or "NID" is a Network Element (including all of its features, functions and capabilities) that includes any means of Interconnection of End User Customer premises wiring to MTA's distribution plant, such as a cross connect device used for that purpose.

"New Service Provider" means the Party to which an End User Customer switches its Local Exchange Service or the Party to which an End User Customer is porting its telephone number(s).

"911 Service" or "911" shall have the meaning set forth in Section 10.

"North American Numbering Council" or "NANC" means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

"North American Numbering Plan" or "NANP" means the basic numbering plan for the Telecommunications networks located in the United States as well as Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10 digit number that consists of a 3 digit NPA code (commonly referred to as the area code) followed by a 3 digit NXX code and 4 digit line number.

"Number Portability Administration Center" or "NPAC" means one (1) of the seven (7) regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven (7) original Bell Operating Company regions so as to cover the fifty (50) states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA. "Geographic NPA" is associated with a defined geographic area and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three-digit Switch entity code which is defined by the "D," "E" and "F" digits of a 10-digit telephone number within the NANP.

"Operational Support Systems" or "OSS", for the purposes of this resale agreement, provides for the functions of preordering, ordering, provisioning, maintenance and repair and billing. Both parties agree that OSS for the purposes of this resale agreement is not an Unbundled Network Element, therefore "nondiscriminatory access to the same detailed information" as stated in the CFR's is not applicable to this definition. MTA recognizes that methods to perform the functions of OSS activity types may be necessary for the success of this resale agreement.

"Operator Services" means any automatic or live assistance to a consumer to arrange for billing or completion of a telephone call. Such services include, but are not limited to, busy line verification, emergency interrupt, and operator-assisted directory assistance services.

"OSS Activity Types" are defined for the purposes of this agreement as the OSS functions of preorder, order, provisioning, maintenance and repair and billing.

"Parity" shall have the meaning set forth in Section 5.

"Party" means either MTA or GCI and "Parties" means MTA and GCI.

"Payment Due Date" shall be as described in Section 5.4.1.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Physical Collocation" shall have the meaning set forth in Section 8.

"Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including a LEC and GCI). The POI is that point where the exchange of traffic takes place.

"Point of Presence" or "POP" means the Point of Presence of an IXC.

"Pole Attachment" shall have the meaning set forth in Section 10.

"Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

"POTS" means plain old telephone service.

"Premises (MTA)" refers to MTA's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by MTA that house its network facilities; all structures that house MTA facilities on public rights-of-way, including but not limited to vaults containing Loop Concentrators or similar structures;

and all land owned, leased, or otherwise controlled by MTA that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"Proprietary Information" shall have the same meaning as Confidential Information.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the NANP in connection with the provision of switched services.

"Rate Center" identifies the specific geographic point identified by specific vertical and horizontal (V&H) coordinates.

"Remote Terminal" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User Customer and MTA's Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as digital loop carriers, fiber hubs, DSLAMs, etc.

"Resale" is the offering at wholesale rates or retail rates a telecommunications service to GCI that MTA provides at retail to subscribers who are not telecommunications carriers.

"Selective Routing" is the automatic routing of 911/E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

"Service Categories" include Basic and Business Deluxe.

"Service Date" or "SD" means the date service is made available to the End User Customer.

"Service Provider" means the Party from which an End User Customer is receiving telephone service.

"Serving Wire Center" denotes the Wire Center from which dial tone for Local Exchange Service would normally be provided to a particular Customer premises.

"Signaling System No. 7" or "SS7" is a common-channel signaling system architecture for performing out-of-band signaling in support of call establishment, billing, routing, and information-exchange functions of the public switched telephone network (PSTN).

- 1) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and

2) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

"Single Point Of Contact" or "SPOC" is defined as points of contact for procedures concerning all activities involved in the ordering, provisioning and maintenance and repair of resold services.

"SPOC", see "Single Point Of Contact"

"Switch" - See "Central Office Switch."

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

"Tariff" as used throughout this Agreement refers to MTA interstate Tariffs and state Tariffs, price lists, and price schedules.

"Technically Feasible" Interconnection, Collocation, and other methods of achieving Interconnection at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Telecommunications Equipment" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Trunk Side" refers to Switch connections that have been configured to treat the circuit as connected to another switching entity.

"V&H" or "vertical and horizontal coordinates", are used to determine airline mileages between geographic areas or Rate Centers.

"Virtual Collocation" shall have the meaning set forth in Sections 8.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities GCI or MTA or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that GCI, MTA or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structures are no longer in current use.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

"Work Locations" means any real estate that GCI or MTA, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

SECTION 5.0 – TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Scope of this Agreement

This Agreement, including the Table of Contents, SECTIONS 1.0, through 16.0, and Exhibits A, and B specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services, Number Portability, Dialing Parity, Access to Rights of Way, and the Associated ordering processing details, and Collocation. This Section 5.0 sets forth the general terms and conditions governing this Agreement. Terms used but not defined herein will have the meanings ascribed to them in the Telecommunications Act of 1996 ("Act"), in the FCC's, and in the Regulatory Commission of Alaska's ("Commission") Rules and Regulations as of the Approval Date of this Agreement.

5.1.2 Notice of Network Changes

MTA shall provide Notice of Network Changes in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations in the manner prescribed in this Section 5.12.

5.1.3 MTA will not impose unilateral revisions to rate elements contained in Exhibit A, including adding new rate elements not contained in Exhibit A. Should MTA identify a revision to an existing charge on Exhibit A or a charge as missing from Exhibit A, the parties shall attempt to negotiate a rate for such revision or service and if they fail to agree, shall submit the matter to dispute resolution. This section is inapplicable to products and services purchased by GCI through other means, including but not limited to MTA's tariff.

5.1.4 Intentionally Left Blank

5.1.5 Each Party is solely responsible for the services it provides to its End User Customers and other Telecommunications Carriers and for all communications regarding such services. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.2 Term of Agreement

5.2.1 This agreement shall be deemed effective upon the Commission's Approval Date of this agreement. No order or request for services under this Agreement shall be processed, with the exception of noncommercial testing, until this Agreement is so approved unless otherwise agreed to, in writing by the parties or as may be allowed by Commission order.

5.2.2 The term of this Agreement shall be three (3) years and commence as of the Commission's Approval Date.

5.2.3 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor Agreement in accordance with this Section 5.2.3. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the original term, or the Agreement shall renew on a month-to-month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission.

5.3 Letter of Agency (LOA)

5.3.1 The Parties certify that a valid Letter of Agency (LOA) or Third Party Validation (TPV), which shall include confirmation that the request is made by the party identified in the account record of the existing common carrier, or an adult person authorized to change telecommunications services, or a person contractually permitted to change telecommunications services, will precede all preorder requests for existing End User customers. Access shall be provided to the customer data for any subscriber without requiring production of a signed Letter of Agency (LOA) or Third Party Validation (TPV) based upon the blanket representation that the subscriber has authorized the Party to obtain such data. MTA and GCI have the right, at any time, to audit a claim that a valid LOA or TPV exists. Upon five (5) days' notice, MTA or GCI shall produce, either in person or electronically, a copy of the valid LOA or TPV. If a dispute arises, and the dispute resolution process described in Section 5.18 of this Agreement is invoked, neither MTA nor GCI will block, disconnect, or deny access to customer data, order processing, provisioning of services, repair and maintenance, or any other services, processes, or procedures defined in this agreement, during the Dispute Resolution process. Audits requested, without an associated consumer complaint or Commission inquiry, may be billed by the responding party to the requesting party for time spent in complying and providing audit information.

5.4 Payment

5.4.1 MTA shall issue and provide all invoices in accordance with MTA's regular procedures and billing systems. GCI agrees to pay all undisputed charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds (the "Payment Due Date"). If the Payment Due Date falls on a Sunday or on a Holiday, which is observed on Monday, the Payment Due Date shall be the first business day following such Sunday or Holiday. If the Payment Due Date falls on a Saturday or a Holiday which is observed on a Tuesday, Wednesday, Thursday, or Friday, the Payment Due Date shall be the last business day preceding such Saturday or Holiday. If payment of undisputed amounts is not received by the Payment Due Date, past-

due amounts will be subject to late payment charges as set-forth in Section 5.4.7 below.

5.4.2 MTA may discontinue processing orders for the failure of GCI to make full payment for the relevant services, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within ninety (90) calendar days following the Payment Due Date. MTA will notify GCI in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If MTA does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and GCI's non-compliance continues, nothing contained herein shall preclude MTA's right to refuse to accept additional orders for the relevant services from GCI without further notice. For order processing to resume, GCI will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, MTA may require a deposit (or additional deposit) from GCI, pursuant to this Section. In addition to other remedies that may be available at law or equity, MTA reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 MTA may disconnect any and all relevant services for failure by GCI to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within one hundred twenty (120) calendar days following the Payment Due Date. GCI will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. MTA will notify GCI at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If MTA does not disconnect GCI's service(s) on the date specified in the ten (10) business days notice, and GCI's noncompliance continues, nothing contained herein shall preclude MTA's right to disconnect any or all relevant services of GCI without further notice. For reconnection of the non-paid service to occur, GCI will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, MTA will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.6 from GCI, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should GCI dispute, in good faith, any portion of the nonrecurring charges or monthly billing under this Agreement, GCI will notify MTA in writing no later than the payment due date identifying the amount, reason and rationale of such dispute. At a minimum, GCI shall pay all undisputed amounts due. MTA

agrees to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies.

5.4.4.1 If GCI disputes charges and does not pay such charges by the Payment Due Date, such charges may be subject to late payment charges as set forth in Section 5.4.7 below. If the disputed charges have been withheld and the dispute is resolved in favor of the MTA, GCI shall pay the disputed amount and applicable late payment charges no later than the second bill date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of GCI, MTA shall credit GCI's bill for the amount of the disputed charges and any late payment charges that have been assessed no later than the second bill date after the resolution of the dispute. If GCI pays the disputed charges before late payment charges begin to accrue and the dispute is resolved in favor of MTA, no further action is required.

5.4.4.2 If GCI pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of GCI, MTA shall, no later than the second bill date after the resolution of the dispute: (1) credit GCI's bill for the disputed amount and any associated interest or (2) pay the remaining amount to GCI, if the disputed amount is greater than the bill to be credited.

5.4.4.3 If GCI fails to dispute a charge or MTA fails to bill a charge and an error is discovered on a bill, GCI may dispute the bill or MTA may bill the additional charge during a period up to twelve (12) months after the date of the bill. GCI and MTA shall use the dispute resolution provisions of this agreement to resolve the discovered error.

5.4.5 MTA will determine a company's credit status, for companies with less than 10 years credit and payment history with MTA, based on credit reports such as Dunn and Bradstreet. If the company has not established satisfactory credit or is repeatedly delinquent in making its payments, or is being reconnected after a disconnection of service or discontinuance of the processing of orders by MTA due to a previous nonpayment of undisputed amounts due, MTA may require a deposit to be held as security for the payment of charges before the orders from the company will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to MTA, or some other form of mutually acceptable

security such as a cash deposit. Required deposits are due and payable within thirty (30) calendar days after demand by MTA.

5.4.6 MTA may, for companies with less than 10 years credit and payment history with MTA, review a company's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5.

5.4.7 Amounts due and payable by GCI, which are not paid on or before the Payment Due Date, are subject to a monthly late payment charge in the amount of one percent of the balance due.

5.4.8 In consideration of the services provided by MTA as set forth in this Agreement, GCI shall pay the charges set forth in Exhibit A.

5.4.9 In consideration of the services provided by GCI in substantially the form set forth in this Agreement, MTA shall pay the charges set forth in Exhibit A.

5.5 Taxes

5.5.1 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. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. 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.

5.6 Insurance

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

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

"All Risk" Property Coverage (GCI self insured acceptable): Full replacement cost basis insuring all of GCI personal property situated on or within the Premises or Remote Premises.

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

5.6.3 Each policy shall contain a waiver of subrogation clause.

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

5.7 Force Majeure

5.7.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, volcano eruptions, earthquakes, avalanches, tsunamis, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 5.7 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 prompt notice to the other party of the force majeure event, the probable delay, and the arrangements for performance.

5.8 Limitation of Liability

5.8.1 Neither Party shall be responsible to the other for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss. Each Party's liability to the other Party for any other losses shall be limited to a cumulative of the total amounts charged to GCI under this Agreement during the contract year in which the cause accrues or arises.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

5.8.3 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.

5.8.4 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.9 Indemnity

5.9.1 To the extent not prohibited by law, each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "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 Customer's use of the Ancillary Functions, Combinations, Local Services or other services provided under this Agreement.

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

5.9.3 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 subscribers for nonpayment.

5.10 Intellectual Property Rights

5.10.1 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 is to be borne by the party receiving the service.

5.10.2 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.11 Warranties

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. BOTH PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS ON A PARITY BASIS.

5.12 Assignment and Subcontract

5.12.1 Neither Party shall assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control; without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 Any transfers of exchanges by MTA to any unaffiliated party shall be subject to Commission review and approval.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar Days after written notice thereof, either Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part

of any such provision, but the same shall, nevertheless, be and remain in full force and effect .

5.14 Disclaimer of Agency

5.14.1 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

5.15 Severability

5.15.1 Subject to Section 5.25 - 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 which 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.

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the Disclosing Party. When the Receiving Party receives Proprietary Information via an oral communication, it may request written confirmation that the material is Proprietary Information. When the Disclosing Party delivers Proprietary Information via an oral communication it may request written confirmation that the Receiving Party understands that the material is Proprietary Information. The Disclosing Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification to the Receiving Party within thirty (30) Days after the

information is disclosed. The Receiving Party shall from that time forward, treat such information as Proprietary Information.

5.16.2 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the Receiving Party may retain one copy for archival purposes.

5.16.3 The Receiving Party shall keep all of the Disclosing Party's Proprietary Information confidential and will disclose it on a need to know basis only. The Receiving Party shall use the Disclosing Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. §222. In accordance with Section 222 of the Act, when the Receiving Party receives or obtains Proprietary Information from the Disclosing Party for purposes of providing any Telecommunications Services, the Receiving Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. The Receiving Party shall not use the Disclosing Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations will constitute a breach of this Agreement. If the Receiving Party loses, or makes an unauthorized disclosure of the Disclosing Party's Proprietary Information, the Receiving Party will notify the Disclosing Party immediately and use reasonable efforts to retrieve the information.

5.16.4 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition, either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of Interstate services that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.5 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.6 The Parties agree that a Disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by a Receiving Party or its representatives and the Disclosing Party shall be entitled to

seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.7 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

5.16.8 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in this agreement.

5.16.8.1 A Receiving Party may disclose, on a need to know basis only, the Disclosing Party's individual forecasts and forecasting information, to the legal personnel of the Receiving Party, in connection with their representation in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which the Disclosing Party provided it to the Receiving Party under this Agreement, as well as to the Receiving Party's wholesale account managers, wholesale interconnection trunks, and Collocation product managers, and network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall the retail marketing, sales or strategic planning personnel of the Receiving Party have access to this forecasting information provided by the Disclosing Party.

5.16.8.2 Upon the specific order of the Commission, a Receiving Party may provide the forecast information that a Disclosing Party has made available to the Receiving Party under this Agreement, provided that the Receiving Party shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that the Receiving Party provides such notice as the Commission directs to the Disclosing Party, in order to allow it to prosecute such procedures to their completion.

5.17 Survival

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

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive remedy for all disputes between MTA and GCI arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either MTA or GCI, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the arbitrator, such decision shall supersede any provisional remedy.

5.18.2 At the written request of either Party (Resolution Request), any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed in the first instance by the Parties through good faith negotiations, at the managerial level, for a minimum period of twenty (20) days. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as *Confidential Information developed for purposes of settlement*, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the management level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within twenty (20) calendar days after the Resolution Request (or such longer period as mutually agreed to in writing by the Parties), then either Party may file for arbitration.

5.18.4 MTA and GCI shall attempt, in good faith, to agree on a plan for such document discovery. Should the Parties fail to agree, either MTA or GCI may request a joint meeting or conference call with the arbitrator. The arbitrator shall resolve any Disputes between MTA and GCI, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.5 Dispute Escalation

5.18.5.1 The complaining Party's representative will notify the other Party's representative in writing of the dispute, and the non-complaining party will exercise good faith efforts to resolve the matter as expeditiously as possible.

5.18.5.2 In the event that such matter remains unresolved, ten (10) business days after the delivery of the complaining Party's written notice, a senior representative of each Party shall meet or participate in a telephone conference call within five (5) business days of a request for such a meeting or conference call by either Party to resolve such matter.

5.18.5.2.1 Disputes associated with Section 12.6 Performance, Metrics, and Reports shorten the above schedule. Thus, in the event that a matter concerning Performance, Metrics, or Reporting remains unresolved three (3) business days after the delivery of the complaining Party's written notice, a senior representative of each Party shall meet or participate in a telephone conference call within three (3) business days of a request for such a meeting or conference call by either Party to resolve such matter.

5.18.5.3 In the event that the meeting or conference call specified in section 5.18.5.2 above does not resolve such matter, the President/Chief Executive Officer or other authorized senior management of each Party shall meet or participate in a telephone conference call within five (5) business days of the request for such a meeting or conference call by either Party to discuss a mutually satisfactory resolution of such matter.

5.18.5.4 If the parties are unable to reach a resolution of the dispute after following the above procedure, any dispute shall be resolved by binding arbitration in accordance with the terms described below. Any Party who fails or refuses to submit to arbitration following a lawful demand by any other Party shall bear all costs and expenses incurred by such other Party in compelling mediation and arbitration of any dispute.

5.18.6 Standing Mediator/Arbitrator

5.18.6.1 To ensure that disputes are resolved expeditiously, the parties agree to appoint a standing arbitrator within 30 working days after approval of this contract by the Regulatory Commission of Alaska (RCA). The parties shall attempt to reach agreement regarding the appointment of a standing arbitrator. In the event the parties cannot reach agreement, each Party will submit two names to the Chair of the RCA who shall select an arbitrator from among the submitted names. Either party may seek the replacement of the standing arbitrator upon a showing of good cause.

5.18.6.1.1 Timing: The Standing Arbitrator shall convene a pre-hearing scheduling conference within five (5) days of written notice by either Party requesting arbitration under this Agreement. The Standing Arbitrator shall conduct the arbitration proceeding and issue a written decision within sixty (60) days from the date a Party submits a written notice requesting arbitration.

5.18.6.1.2 **Governing Rules:** The Standing Arbitrator shall administer the arbitration proceedings in accordance with the hearing procedures set forth in the Uniform Arbitration Act, AS 09.43.050-.070 unless otherwise provided by this Agreement. The arbitration shall be conducted in a location in Anchorage determined by The Standing Arbitrator. All discovery activities shall be expressly limited to matters directly relevant to the dispute being arbitrated.

5.18.6.1.3 **No Waiver; Provision Remedies:** No provision hereof shall limit the right of any Party to obtain provisional or ancillary remedies, including without limitation injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of any such remedy shall not waive the right of any Party to compel arbitration or reference hereunder.

5.18.6.1.4 **Arbitrator Powers; Awards:** The Standing Arbitrator (i) shall resolve all disputes in accordance with the relevant federal law and substantive laws of Alaska to the extent federal law does not control; (ii) may grant any remedy or relief that the Alaska Superior Court could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award or any ruling, including rulings on protective orders and other discovery matters; (iii) shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as he deems necessary to the same extent a judge could pursuant to the Alaska Rules of Civil Procedure; (iv) shall not have the authority to impose punitive damages; (v) shall issue a written decision that includes specific, written findings of fact and conclusions of law.

5.18.6.1.5 **Commission Review:** The Standing Arbitrator's decision shall be subject to review and approval by the Commission. In such review, the Commission shall confirm the award unless it is not supported by substantial evidence or is based on a legal error.

5.18.6.1.6 **Damages:** The Standing Arbitrator shall have the authority to award a Party's actual damages but shall not have authority to award punitive or other consequential damages in any arbitration initiated under this Section.

5.18.6.1.6.1 The parties may request the Standing Arbitrator to award a Party's arbitration costs upon a showing of frivolous disputes brought on the other Party.

5.18.6.2 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.6.3 *No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.*

5.18.6.4 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

5.18.6.5 This Section does not apply to any claim, controversy or Dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party.

5.18.7 No Unilateral Changes

During the course of dispute resolution process described herein, neither Party may unilaterally impose new changes in processes or procedures on the other for the specific issue in dispute. Both parties must continue to perform services and functions during the course of the dispute resolution process. If the dispute involves payment of money, neither Party is required to escrow or pay the disputed amount until the arbitrator issues a written award. The prevailing Party shall be entitled to an award of interest as calculated in accordance with the statutory rate in AS 09.30.070 on the amount that the Commission approves.

5.19 Intentionally Left Blank

5.20 Controlling Law

This Agreement is offered by MTA and accepted by GCI in accordance with applicable federal law and the state law of Alaska. It shall be interpreted solely in accordance with applicable federal law and the state law of Alaska.

5.21 Responsibility for Environmental Contamination

5.21.1 Neither Party shall be held liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not cause, introduce or contribute to the affected work location. Both Parties hereby release, and shall also indemnify, defend and hold harmless the other Party and each of the other Party's officers, directors and employees from and against any losses and expenses that arise out of or result

from any Environmental Hazard that a Party, its contractors, or its agents introduce to the work locations.

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

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

5.21.4 Within ten (10) business days of GCI's request for any space in MTA owned or controlled facility, MTA shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of any and all known or suspected asbestos containing materials, lead paint, hazardous or regulated substances, or any evidence of radon. Information is considered in MTA's possession under this Agreement if it is in the possession of an employee, agent, or authorized representative of MTA.

5.21.5 If the space provided for the placement of equipment, interconnection, or provision of service contains known environmental

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

5.21.6 Subject to this Section 5.0, paragraph 5.21, and to MTA's standard security procedures, which procedures will be provided to GCI, MTA shall allow GCI at GCI's expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which GCI deems to be necessary in support of its collocation needs. GCI agrees to share the results of such investigations or surveys with MTA.

5.22 Notices

Documents sent between MTA and GCI 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 GCI

Name: Gina Borland
Title: VP and GM of Local Services
Address: 2550 Denali Street, Suite 1000
Anchorage, AK 99503

Name: Mark Moderow
Title: Corporate Counsel
Address: 2550 Denali Street, Suite 1000
Anchorage, AK 99503

To MTA

Name: Don Reed
Title: Director, Regulatory Affairs and Carrier Relations
Address: 1740 South Chugach Street
Palmer, Alaska 99645

Name Heather Grahame
Title: Attorney, Dorsey and Whitney LLP
Address: 1031 West 4th Avenue,
Suite 600
Anchorage, Alaska 99501

5.23 Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.24 No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.25 Regulatory Approvals

5.25.1 This Agreement, and any amendment, modification, or material clarification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event that the Commission or any 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.

5.25.2 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, then, once such decision is final and no longer subject to administrative or judicial review, the Parties immediately shall commence good

faith negotiations to conform this Agreement to the terms of such decision or to the terms of the subject federal or state law or applicable rules, regulations, or orders.

5.26 Intentionally Left Blank

5.27 Implementation Team

5.27.1 Implementation Team: The Parties agree to establish an Implementation Team within 30 days of approval of this agreement by the Commission in order to efficiently implement this agreement. Neither Party can unilaterally dictate the other Parties internal procedures or processes.

5.27.2 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 processes and 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 processes and procedures employed may change over time and the need for new processes and procedures identified. The parties further recognize that they have a common interest in implementing this agreement in a practical and efficient manner, and in establishing a process for this purpose

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

5.27.4 Within one hundred twenty (120) days after the Approval Date, the implementation arrangements made by the Implementation Team insofar as they do not constitute an amendment, modification, or material clarification of this Agreement shall be documented in an Operations Manual. When MTA's internal processes and procedures change and this change may affect GCI's ability to efficiently conduct business, the Implementation Team will coordinate the impact of this change and modify the Operations Manual as needed. Should there be a conflict between the terms of this Agreement and the Operations Manual, the terms of this Agreement shall control. The Operations Manual may address the following matters and may address any other matters agreed upon by the Implementation Team:

- a) Processes and procedures related to Section 3, New Customer Questionnaire

- b) Processes and procedures related to Section 6 Resale, including Processes for coordination of PIC changes, LNP, and LIDB
- c) Processes and procedures related to Section 7 Interconnection including joint systems readiness and operational readiness plans; the administration and maintenance of the interconnecting networks and disaster recovery;
- d) Processes and procedures related to Section 8 Collocation ordering and provisioning processes "conditioning and provisioning of collocation space and maintenance of collocated equipment";
- e) Intentionally Left Blank
- f) Processes and Procedures related to Section 10 Local Number Portability; E911; and Pole Attachment, Duct and Conduit Systems, and ROW ordering and provisioning processes; to Poles, Ducts, Conduits and Rights of Way.
- g) Processes and Procedures related to Section 12 OSS, including access to Operations Support Systems interfaces and data; service pre-ordering, ordering, provisioning, billing, maintenance and repair activities associated with services provided under this Agreement.
- h) Processes and Procedures related to Section 14 Dialing Parity including the ordering and provisioning of appropriate switch translations as described in Section 14.
- i) Identification of single points of contact for ordering, provisioning, billing and maintenance;
- j) Appropriate testing of services, equipment, facilities, physical access and network security procedures;

5.27.5 SPOC Inquiry

The Parties agree that the SPOC Inquiry Fee and its application will be described in the SPOC duties as developed in the Operations Manual. Further, the parties agree that the SPOC Inquiry Fee and its application is not intended to apply to routine service order queries such as questions related to service order conversions or completions and the anticipated completion date. The Parties also agree that Exhibit B contains the data elements that are intended to satisfy GCI's requirements for routine questions such as those related to service order conversions or completions without requiring a SPOC inquiry. The Parties further agree the SPOC Inquiry Fee will have no application until the completion of the Operations Manual.

5.27.6 The Implementation Team will make a current copy of the Operations Manual available to both parties and provide updates to the Operations Manual to both parties whenever the Operations Manual is modified.

5.27.7 The obligations set forth in this Agreement are not dependent upon the completion of the Operations Manual. Nothing in this section is intended to alter any existing legal obligation or remedy of any party, or to modify any other term of this Agreement. However, should the Implementation Team agree that amendment of this Agreement may be appropriate or necessary in order to accomplish its purposes in a more practical manner, the Team shall recommend such an amendment be promptly considered by the parties.

5.28 Amendments

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.

5.29 Entire Agreement

This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

5.30 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.

5.31 Parity of Service

MTA shall perform its obligations and duties under the Agreement in a non-discriminatory manner. For those functions and services that MTA provides to GCI under this agreement that are analogous to the functions and services MTA provides to itself in conjunction with its retail service offerings, MTA must provide such functions and services to GCI in substantially the same time and manner as MTA provides itself, its customers, or its affiliates, in terms of quality, accuracy, and timeliness. For those functions and services that have no retail analogue (i.e., MTA does not provide a similar retail service or function to itself in conjunction with its retail offerings), MTA must perform such services and functions for GCI in a manner that provides GCI with a "meaningful opportunity to compete." Notably, the latter is not intended to be a weaker test than the "substantially same time and manner" test but instead, is intended to be a proxy for whether access is being provided in substantially the same time and manner, and, thus, is being provided on a non-discriminatory basis.

5.32 Audits and Examinations

5.32.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party may perform audits no more frequently than two (2) in each twelve (12) month period.

5.32.2 Upon sixty (60) days written notice by the requesting party to the other, the requesting party shall have the right through its authorized representative to make an Audit. Such Audit shall take place during normal business hours, of records, accounts, and processes which contain information bearing upon the provision of the services provided and performance standards under this Agreement. Within the above-described period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed.

5.32.3 As used herein, "Examination" shall mean a discrete inquiry into a specific element of, or process related to, services performed under this Agreement. The Examination will consist of an investigation into any specific complaint, discrepancy, or concern in service which either party may bring to the other's attention. The responding party agrees, in good faith, to provide information or documents sufficient to address or explain the complaint or discrepancy, and to provide the requesting party a reasonable opportunity to monitor provision of the service at issue.

5.32.4 Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The requesting party shall pay for the reasonable cost of special data extraction required to conduct the Audit or Examination.

5.32.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

5.33 Intentionally Left Blank

5.34 Remedies

5.34.1 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.

5.34.2 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.

5.35 Waivers

5.35.1 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.*

5.35.2 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.

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

5.36 Headings Not Controlling

The headings and numbering of Sections, Parts and Exhibits 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.

5.37 Counterparts

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

5.38 Successors and Assigns

Subject to Section 5.12, this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

5.39 Compliance

5.39.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, MTA and GCI agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

SECTION 6.0 – RESALE

6.1 Telecommunications Services Provided for Resale

6.1.1 At the request of GCI, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, MTA shall make available to GCI for resale Telecommunications Services that MTA currently provides at retail to subscribers or may provide hereafter at retail to subscribers who are not telecommunications carriers. The Telecommunications Services provided by MTA to GCI pursuant to this SECTION 6.0 – Resale are collectively referred to as “Local Resale.”

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain MTA services to GCI for resale by GCI, the Parties also acknowledge that GCI is required to provide its Telecommunications Services to MTA for resale by MTA. Upon request by MTA, GCI shall make its Telecommunications Services available to MTA for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC’s relevant orders and rules, and the Commission’s relevant orders and rules and at rates and discounts from tariff as found in Exhibit A.

6.2 General Terms and Conditions

6.2.1 Pricing

6.2.1.1 The applicable charges and discounts for services available for resale are identified in Exhibit A. Certain services are not available for resale under this Agreement, as noted in this Section 6.2.

6.2.1.2 The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

6.2.1.3 Intentionally Left Blank.

6.2.1.4 GCI will pay to MTA and MTA will pay GCI the Primary Interexchange Carrier (PIC) Change Charge without discount for an End User Customer changes of Interstate or Intrastate toll Carriers. Any change in an End User Customer’s Interstate or Intrastate toll Carrier must be requested by the respective carrier (GCI or MTA) on behalf of its End User Customer and the other carrier (GCI or MTA) will not accept changes to the End User Customer’s Interstate or Intrastate toll Carrier(s) from anyone other than the other carrier (GCI or MTA).

6.2.1.5 GCI agrees to pay MTA and MTA agrees to pay GCI when its respective End User Customer activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount shown in Exhibit A. With respect to all such charges, both parties shall provide the other with sufficient information to enable it to bill its End User Customers.

6.2.1.6 If rates for services resold by either Party under this Agreement change, based on changes in Tariffs, charges billed to the other Party for such services will be based upon the new Tariff rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff.

6.2.1.7 Product-specific nonrecurring charges as set forth in the applicable Tariffs, will apply when new or additional resold services are ordered and installed at the other carrier's (GCI or MTA) request for use by its End User Customers. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of End User Customers to which either carrier sells such services.

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to the retail End User Customers, with no wholesale discount. Should either carrier re-offer any promotion for a sequential ninety (90) day or less promotion period following the initial ninety (90) day or less promotion period, then the initial and subsequent promotion(s) will be available to the other carrier for resale with any applicable wholesale discount.

6.2.2.2 Market trials of ninety (90) days or less are not available for resale.

6.2.2.3 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each local Exchange Service line resold by either carrier whenever E911/911 service would be provided on the same line if provided by the carrier to the carrier's retail End User Customer.

6.2.3 Neither Party shall resell:

6.2.3.1 Residential service to persons not eligible to subscribe to such service (including, but not limited to, business or other nonresidential Customers);

6.2.3.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings;

6.2.3.3 Any other service in violation of a restriction stated in this Agreement (including, but not limited to, a Tariff) that is not prohibited by Applicable Law.

6.2.4 Inside wiring maintenance plans are available for resale at MTA retail rates with no wholesale discount. Other non-Telecommunications Services such as inside wiring installation, calling cards, and CPE, are not available for resale.

6.2.5 Voice messaging service is available for resale at the retail rate with no wholesale discount. Enhanced Services and information services, other than voice messaging, are not available for resale.

6.2.6 Grandfathered Services

6.2.6.1 Either Party shall be subject to the same limitations that the Customers are subject to with respect to any Telecommunications Service that the carrier grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that either Party follows a different practice for its Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

6.2.6.2 Both Parties shall offer to the other for resale all Grandfathered Services solely for the existing grandfathered base.

6.2.6.2.1 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings will not be available for resale.

6.2.7 Intentionally Left Blank

6.2.8 Both Parties shall retain all of their right, title, and interest in all facilities, equipment, software, information, and wiring used to provide their Telecommunications Services.

6.2.9 Contract Service Arrangements, Special Arrangements, and Promotions

6.2.9.1 Both Parties shall offer for resale with the wholesale discount all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) days, all in accordance with TCA, FCC and Commission Rules, Regulations, and tariffs.

6.2.10 In accordance with 47 CFR § 51.617(b), either carrier shall be entitled to all charges for its Exchange Access services used by interexchange carriers to provide service to the other carrier's Customers.

6.3 Facilities

6.3.1 MTA and GCI and suppliers of either shall retain all of their right, title, and interest in all facilities equipment, software, information, and wiring, used to provide their Telecommunications Services.

6.3.2 MTA and GCI shall have access at all reasonable times to end-user locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Telecommunications Services. Both Parties shall, at its own expense, obtain any rights and authorizations necessary for such access in advance of the other's visit.

6.3.3 Except as otherwise agreed to in writing by the Parties, the Parties shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by the other or the other's Customers for use with its Telecommunications Services.

6.4 Notices

Both Parties will be responsible for its own monitoring of updates on products and services promotions, deployment of new products and services, modifications and price changes to existing products and services via regulatory agency public notice or other means. Both Parties must provide the other with thirty (30) days written notice prior to discontinuation of any services that the other resells.

6.5 Responsibilities of the Parties

6.5.1 Both Parties shall provide to the other the ability to report trouble for its end-users to appropriate trouble-reporting centers twenty-four (24) hours a day, seven (7) days a week. If GCI's End User Customers call MTA, they will be referred to GCI and if MTA's End User Customers call GCI they shall be referred to MTA.

6.5.2 Intentionally Left Blank

6.5.3 Either Party shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for Interstate and Intrastate toll services. GCI and MTA shall follow all Applicable Laws, rules and regulations with respect to PIC changes. MTA shall disclaim any liability for GCI's improper Interstate and Intrastate toll PIC change requests and GCI shall disclaim any liability for MTA's improper Interstate and Intrastate toll PIC change requests.

6.5.4 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if GCI requests that facilities be constructed or enhanced to provide resold services, MTA will construct facilities to the extent necessary to satisfy its obligations to provide basic local Exchange Service as set forth in MTA's retail Tariff and Commission rules.

6.5.5 A Subscriber Line Charge (SLC), Local Number Portability Charge, or any subsequent federally mandated charge to End User Customers, will continue to be paid by the purchasing carrier without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC or LNP as found in the applicable Tariffs also apply.

6.6 Branding

6.6.1 In providing MTA Telecommunications Services to GCI, but not to GCI's End User Customers, MTA shall have the right (but not the obligation) to identify the MTA Telecommunications Services with MTA's trade names, trademarks and service marks ("MTA Marks"), to the same extent that these Services are identified with MTA's Marks when they are provided to MTA's Customers.

6.6.2 If MTA uses a third-party contractor to provide MTA Operator Services or MTA Directory Assistance Services, GCI will be responsible for entering into a direct contractual arrangement with the third-party contractor at GCI's expense (a) to obtain identification of MTA Operator Services or MTA Directory Assistance Services purchased by GCI for resale with GCI's trade name, or (b) to obtain removal of MTA Marks from MTA Operator Services or MTA Directory Assistance Services purchased by GCI for resale.

6.6.3 Any such identification of MTA's Telecommunications Services shall not constitute the grant of a license or other right to GCI to use MTA's Marks.

6.7 Intercept Treatment and Transfer Service Announcements

6.7.1 MTA shall provide non-discriminatory unbranded intercept treatment and transfer of service announcements to GCI's wholesale (TSR) subscribers in accordance with local tariffs.

6.8 LIDB

6.8.1 MTA and GCI are responsible for providing timely and accurate information to a National Line Information Database ("LIDB") for end users receiving dial tone from that company's switch. The information provided will be used to create and maintain LIDB line records necessary for LIDB services. When a customer switches service to GCI and GCI is providing service to that customer by reselling MTA service, MTA will leave the LIDB line record for that customer's telephone number(s) intact unless the service order sent to MTA dictates a change to the LIDB line record.

6.8.2 In the event that the LIDB vendor contracted by either company is unable to properly maintain LIDB data on total service resale numbers (wholesale or retail), GCI and MTA have agreed to exchange LIDB data electronically for subscribers with numbers to be included with the regular transmission of data to the vendor, and to treat all exchange of LIDB data as strictly confidential and to use data only for the purpose of accurately updating LIDB services.

6.8.3 MTA shall not attempt to bill GCI or GCI's end users for toll receivables which are forwarded to MTA through its Billing and Collection arrangements with toll carriers and which are billable to GCI end users. Toll carriers should contact GCI directly for Billing and Collection arrangements for GCI's retail users and for Billing Name and Address information.

SECTION 7.0 – INTERCONNECTION

7.1 Interconnection

7.1.1 "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of local telephone exchange traffic and exchange access between MTA's network and GCI's network. This Section describes the Interconnection of MTA's network and GCI's network for the purpose of exchanging Exchange Service (EAS/Local traffic) and Exchange Access. MTA will provide Interconnection at the Trunk Side of a local switch. Interconnection, which MTA currently names "Local Interconnection Service" (LIS), is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local Tandem Switches for the exchange of Exchange Service (EAS/Local traffic) and Exchange Access service. The Parties agree that trunks deployed pursuant to this Agreement will be utilized by GCI and MTA for local exchange and exchange access traffic only. Third party transit traffic may be subject to a per minute transit charge per Exhibit A.

7.1.1.1 MTA will provide to GCI Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. MTA will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, MTA shall comply with all state wholesale and retail service quality requirements.

7.1.1.2 The Parties shall work cooperatively to install and maintain a reliable interconnection architecture. The Parties shall exchange maintenance contact numbers, escalation contact information, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the government, and other information as the Parties shall mutually agree to achieve desired reliability.

7.1.1.3 The point of interconnection ("POI") marks the demarcation between the carriers' networks. Each Party is responsible for the transporting of the traffic originating from its customers. Each Party is responsible for querying the LNP database and transporting its traffic to the appropriate switch as designated by the Local Routing Number for termination. If the switch is a remote, the host shall be the appropriate switch. The Point of Interconnection shall be located at the central office of the terminating switch unless otherwise mutually agreed by the Parties. Each Party shall provide its own facilities or purchase necessary transport to reach the POI.

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. GCI shall establish at least one (1) physical Point of Interconnection in MTA territory. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: (1) a DS1 or DS3 facility provided by MTA or other party; (2) Collocation; or (3) negotiated Mid-Span Meet POI facilities.

7.1.2.1 Purchased Facility. GCI may purchase a transmission Facility pursuant to Commercial Agreement or local tariff from MTA or any other provider for transport of interconnection trunks.

7.1.2.2 Collocation. Interconnection may be accomplished through Collocation arrangements. The terms and conditions under which Collocation will be available are described in Section 8 of this Agreement. Entrance facility charges will not apply if GCI is Virtually or Physically Collocated.

7.1.2.3 Mid-Span Meet. GCI and MTA may agree to a mid-span meet for transport of traffic in both directions with each party bearing the cost of the fiber, terminal, and multiplexing on its side of the meet point.

7.1.3 It shall be the responsibility of each Party to program and update its own switches and network systems in order to recognize and route traffic to the other Party's assigned telephone numbers. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section addresses the exchange of traffic between GCI's network and MTA's network.

7.2.1.2 The traffic exchanged under this Agreement includes Exchange Service (EAS/Local) traffic and Exchange Access traffic.

7.2.2 Terms and Conditions

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic

7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

7.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant. To the extent there is a dispute, Section 5.18 applies.

7.2.2.2 Transport and Termination of Exchange Access Traffic

7.2.2.2.1 Exchange Access traffic shall be delivered to MTA via separate trunks to MTA's End Office Switch(es). MTA shall deliver Exchange Access traffic to GCI via separate trunks to GCI's End Office Switch(es).

7.2.2.3 Signaling Options

7.2.2.3.1 SS7 Out-of-Band Signaling. SS7 Out-of-Band Signaling is available for LIS trunks. Each of the Parties, MTA and GCI, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, and GR-394 CORE.

7.2.2.4 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry Switch receives answer supervision from the called End User Customer's End Office Switch indicating the called End User Customer has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry Switch receives disconnect supervision from either the called End User Customer's End Office Switch, indicating the called End User Customer has disconnected, or GCI's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly referred to as "conversation time." MTA will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by End Office Switch and rounded to the nearest whole minute. Minutes of use are only applied where the parties agree to bill by reciprocal compensation, rather than bill and keep.

7.2.2.5 LIS Forecasting

7.2.2.5.1 Both GCI and MTA shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

7.2.2.5.2 Both parties will use industry standards to maintain acceptable grades of service. The Parties shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion. In this regard, the Parties agree that they will respond to one another's requests for trunk augmentation, interconnection establishment, and trunk blocking relief in no more time than they would in addressing internal transport needs or the needs of affiliates or other carriers for interconnection trunking and transport.

7.2.2.5.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, MTA will utilize GCI's semi-annual forecasts and near-term demand to ensure availability.

7.2.2.5.4 Prior to ninety (90) days of the date of the first order for services provided under this agreement, GCI shall provide MTA with initial forecasts of traffic and facilities usage under this agreement for the first four (4) quarters following the date of the first order. This initial forecast will provide the amount of traffic to be delivered to and from MTA over each of the Interconnection Trunk groups over the next four (4) quarters. Each company shall update and exchange forecasts on an as-needed basis but no less frequently than semiannually. All forecasts shall include, at a minimum, traffic type (Local Traffic, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for applicable End Office switches to which GCI wishes to send traffic and the associated Point of Interconnection), interface type (e.g., DS1), and trunks in service each year (cumulative).

7.2.2.5.5 LIS Forecasting and trunking adjustments. Each Party is responsible for sizing trunk groups to carry traffic from its end users to the other Party. If a trunk group has excess capacity of more than two DS1s for over four months, a Party may contact the responsible Party and request that the trunk group size be reduced within 60 days.

7.2.2.5.6 Joint planning meetings will be used to bring clarity to the process. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. MTA and GCI shall provide a report reflecting current blocking of local direct and alternate trunk

groups. The information is Proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning. Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in these subsections.

7.2.2.5.7 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.2.2.6 Trunking Requirements

7.2.2.6.1 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).

7.2.2.6.2 The Parties will provide designed Interconnection facilities that meet the normal technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards and state requirements.

7.2.2.6.3 Separate trunk groups may be established based on Billing, signaling, and network requirements.

7.2.2.6.4 Trunk group connections will be made in increments of no less than a DS1 for exchange of EAS/Local traffic. Operator Service, Directory Assistance, 911/E911 and other N11 trunk groups may be made below a DS1 level, as negotiated.

7.2.2.6.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, with possible exceptions including operator services trunking, Directory Assistance trunking, 911 trunking and any others currently available in the MTA network only on MF signaling.

7.2.2.7 Acceptance Testing. At the time of installation of a LIS trunk group, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.3 Intercarrier Compensation: Reciprocal Compensation/Bill and Keep

7.3.1 **Exchange Service:** (EAS/Local) interconnection traffic shall be carried on a bill and keep basis.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Local Service Request (LSR): 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection; 2) the number of voice trunks to be provisioned at an End Office Switch; and 3) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans. MTA will not be required to provide any configuration beyond what is required by applicable law.

7.4.2 For each NXX Code assigned to GCI by the NANPA, GCI will provide MTA with the GCI switch associated with the NXX and the GCI rate center for the NXX. MTA will provide GCI with a list of its NXXs, the switch and rate center with which each NXX is associated, and identification of EAS capability between rate centers. Each party shall use LRN routing.

7.4.3 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) calendar Days after the Service Date, the provider has the following options:

- a) The order will be canceled; cancellation charges as noted in this section apply unless mutually agreed to by the Parties;
- b) Billing for the service will commence.

7.4.4 In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st calendar Day beyond the Service Date.

7.5 Local Interconnection Data Exchange for Billing

7.5.1 There are certain types of calls or types of Interconnection that require exchange of Billing records or usage data between the Parties, including, for example, terminating Exchange Access. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. The Parties agree to provide sufficient detail to each other to allow each Party to appropriately bill terminating exchange access or other billable calls that traverse the interconnection trunks.

7.6 Signaling Systems and Call Related Databases

7.6.1 GCI acknowledges that MTA subscribes to other carriers and vendors for STP and SCP services. MTA agrees to provide any authorizations required of its vendors to process signaling and messaging between MTA's and GCI's networks.

7.6.2 ISUP signaling associated with SS7 type interconnection trunks and TCAP signaling shall be considered an integral part of interconnection trunking.

7.6.3 TCAP messaging includes, but is not limited to, messaging and/or signaling associated with access to Caller Name databases, messaging and/or signaling associated with Inter-switch Voice Mail, messaging and/or signaling associated with Local Number Portability databases, and messaging and/or signaling associated with AIN databases (except those that qualify for proprietary treatment). If MTA decides to activate TCAP messaging for Inter-switch Voice Mail, this TCAP messaging and/or signaling will be made available to GCI.

SECTION 8.0 – COLLOCATION

8.1 Introduction

8.1.1 This Section sets forth the requirements for collocation. Collocation is all forms of collocation including physical collocation, adjacent collocation, and virtual collocation. There will be a collocation application fee per collocation site requested by GCI. The fee is to cover MTA's expenses in processing the application.

8.1.1.1 Collocation is offered on a first-come, first-served basis in a nondiscriminatory manner. Pursuant to MTA internal processes, requests for Collocation may be denied due to the legitimate lack of sufficient space in a MTA Premises for placement of GCI's equipment. MTA shall not be required to lease or construct additional space to provide for physical collocation when existing space has been exhausted.

8.1.1.2 GCI may collocate any equipment that is necessary for Interconnection. GCI may not install equipment if the primary purpose and function of the equipment is not for interconnection.

8.1.1.3 GCI will identify all equipment necessary for Interconnection to be installed and vendor technical specifications of such equipment so that MTA may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and size and type of tie cables to GCI-provided Cross Connection device(s).

8.1.1.4 The Demarcation point for access for interconnection services is that physical point where MTA shall terminate its Interconnection services for access by GCI at the appropriate MTA Cross Connection frames

8.1.2 Unrestricted, twenty-four (24) hours a day, seven (7) days a week access will be provided to any physical or adjacent collocation space. GCI shall call and notify MTA's NOC when GCI determines access to virtual collocation space or MTA's facilities is necessary. GCI shall be restricted to corridors, stairways, and elevators that provide direct access to GCI's space, or to the nearest restroom facility from GCI's designated space, and such direct access will be outlined during GCI's orientation meeting. Access shall not be permitted to any other portion of the building. GCI personnel, including contractors, are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. GCI must relinquish security access if not currently leasing another Collocation site in the same Wire Center when verification of equipment removal is completed. Security access will be terminated within thirty (30) calendar Days of receipt of an accepted Collocation Termination Application, unless alternative arrangements have been agreed to by MTA.

8.1.3 MTA will not disconnect AC or DC power or other heating, ventilation, or air conditioning support service (unless a major emergency is imminent or in process) without reasonable notification to GCI.

8.1.4 GCI may only install equipment necessary, required or indispensable for interconnection to MTA's network facilities for the transmission and routing of telephone exchange service, Exchange Access service, or both. GCI may only install equipment to the extent consistent with applicable law

8.1.5 Only MTA approved materials will be used outside of any physical (caged or walled) or adjacent collocation space.

8.1.6 All equipment shall meet and be installed in accordance with MTA's engineering and safety standards. MTA shall not impose safety or engineering requirements on GCI that are more stringent than those MTA imposes on itself.

8.1.7 All collocation installations and structures shall be in accordance with the seismic requirements defined in the Network Equipment Building System (NEBS) – GR-63-CORE document.

8.1.8 GCI must provide sufficient information about the equipment it proposes to install such that MTA may determine the appropriate power requirements, floor loading, HVAC requirements, environmental particulate level, and cable routing and termination space on the appropriate cross-connect device.

8.1.9 GCI may cancel a request for collocation prior to completion of the request by submitting written notice to MTA. GCI shall be responsible for payment of all costs, including labor, incurred by MTA up to the point the cancellation notice is received.

8.1.10 Quality Assurance inspections will use MTA's Work Order Exception Forms (WEOF) to note any substandard work that needs correction before the equipment is placed in service. No virtually collocated equipment or physical collocation facility will be placed in service until Quality Assurance inspections have been completed and any outstanding discrepancies cleared. Quality Assurance inspections are to be completed within 5 business days of the completion of the construction or installation of equipment or facilities. MTA will notify GCI when the inspection is scheduled and afford GCI the opportunity to be present at the inspection. If for any reason, GCI cannot accommodate the scheduled inspection time, MTA may conduct the inspection in GCI's absence. Charges for QA are shown in Exhibit A.

8.1.11 Joint Testing. At the time GCI requests collocation, GCI may request MTA to participate in joint testing of GCI cable terminations on the appropriate MTA cross-connect frames. GCI must specify on the request the *number and type of terminations to be tested*. If the testing requirements change prior to the start of testing, GCI must amend its collocation request to reflect the

changes. Coordination of testing will be handled by the Single Points of Contact (SPOC) established at the time collocation is requested. Each Party will supply test equipment to its technicians. Testing will include checks for continuity, opens, shorts, grounds, crosses, and proper count. Errors found will be noted and GCI will arrange to have them corrected after the testing is complete. GCI may request MTA to retest after repairs have been made. Charges for Joint Testing are shown in Exhibit A.

8.1.12 Composite Clock/Central Office Synchronization. GCI may order composite clock and/or DS-1 synchronization signals traceable to a stratum one source to meet the synchronization requirements of GCI's collocated equipment. Synchronization is required and will only be provided for virtually collocated equipment used to provide digital services and may be required for analog services. Synchronization is available at MTA central offices that are equipped with Building Integrated Timing Supply (BITS). The rate is charged on a per port basis. Synchronization requirements must be established by GCI at the time collocation is requested.

8.1.13 Augmentation of Collocation Space. Should GCI need to augment floor space, distribution frame space, building entrance facilities, cabling, cable rack, equipment racks, power, ground, or any other facet of collocation at a premise or point where it is already collocated, the augmentation request and process will be the same as the collocation application process for the type of collocation requested.

8.1.14 Security Access. MTA will provide keys and/or card readers as needed for GCI to access MTA premises where GCI is collocated.

8.1.15 Site Visits. MTA will provide site visits or site surveys for the purposes of requesting collocation and to develop detailed site requirements for collocation space to any MTA location at GCI's request. There will be a non-recurring charge per site visit. If site surveys are requested on the Collocation Request, charges will apply. If MTA determines a site survey is necessary to determine feasibility and/or approval of GCI's request, charges will apply. Rates for site visits will be location specific. Rates for site visits are shown in Exhibit A.

8.2 General Descriptions

8.2.1 Physical collocation enables GCI, for the purposes set forth in Section 8.1.4, to place equipment within or upon MTA's premises or points. MTA will provide for physical collocation within or upon its premises in space selected by MTA, except where it is not feasible for technical reasons or because of space limitations.

8.2.2 In addition to the floor space, MTA will provide fire suppression, AC convenience outlets, -48 VDC power and battery backup (if requested and capacity is available), heating, air conditioning and other environmental supports

and generator back-up (if requested and available) to GCI's collocation space. MTA's obligation is limited to providing such services in substantially the same fashion as it provides such services to itself in the premises in which the collocation space is located. The expense, if any, of extending these services and other services required to accommodate GCI's collocation request to GCI's collocation space will be included in the cost proposal for space preparation.

8.2.3 MTA will provide two separate building entrance facility points to each of its premises or points where there are at least two building entrance facility points existing and available for MTA's facilities to the premise or point.

8.2.4 Adjacent collocation enables GCI, for the purposes set forth in Section 8.1.4, and where space is legitimately exhausted in or upon a particular MTA premises or point, to collocate in adjacent controlled environmental vaults or similar structures to the extent technically feasible. MTA shall permit GCI to construct or otherwise procure such a structure subject only to reasonable safety and maintenance requirements. MTA shall provide -48VDC power and battery backup (if requested and capacity is available) and generator back-up, and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. The expense, if any, of extending these services and other services required to accommodate GCI's collocation request to GCI's collocation space will be included in the cost proposal for space preparation. MTA will permit GCI to place its own equipment, including, but not limited to, copper cables, coaxial cables, and fiber cables, in adjacent facilities constructed by either Party.

8.2.5 MTA will provide GCI two separate facility entrance points to each MTA premise or point where there are at least two facility entrance points existing and available for MTA's facilities to the premise or point.

8.2.6 Virtual collocation enables GCI, for the purposes set forth in Section 8.1.4, to designate specific equipment, dedicated to GCI's use, to be installed, maintained and repaired by MTA, or an MTA approved contractor, within or upon MTA's premises in space selected by MTA. GCI may have an *Installation Supervisor on site during the installation of virtually collocated equipment*, but may not participate in the actual installation of the equipment. All maintenance and repair activity will be under the direction and control of GCI. MTA will not be held liable for any vendor technical support charges or fees.

8.2.7 In addition to the floor space, MTA will provide fire suppression, AC convenience outlets, -48 VDC power and battery backup (if requested and capacity is available), heating, air conditioning and other environmental supports and generator back-up (if requested and available) and other services required to accommodate GCI's collocation request to GCI's collocation space. MTA's obligation is limited to providing such services in substantially the same fashion as it provides such services to itself in the premises in which the collocation

space is located. The expense, if any, of extending these services to GCI's collocation space will be included in the cost proposal for space preparation.

8.2.8 MTA will provide two separate facility entrance points to each MTA premise or point where there are at least two facility entrance points existing and available for MTA's facilities to the premise or point.

8.3 Collocation Application Process-Physical Collocation

8.3.1 Request for Collocation

A request for physical collocation must be submitted to MTA in writing. At a minimum, the request must include:

- a) identification of the premise or point where collocation is requested;
- b) floor space requirements;
- c) distribution frame space requirements;
- d) building entrance facility requirements;
- e) power and ground requirements;
- f) type of equipment to be collocated and its intended use;
- g) date occupancy of collocated space is requested;
- h) request for joint testing of VF, DS-1, and DS-3 tie cables if required;
- i) a statement as to whether or not a site survey is requested.

At the discretion of MTA, either Party may assume responsibility for construction of the collocation space and/or make ready work outside the collocation space. Regardless of which Party assumes that responsibility, MTA must approve the detailed site specifications and construction plans prior to construction and the construction must be performed by one or more of MTA's approved contractors. Equipment and cabling inside the collocation space may be installed by GCI personnel.

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

8.3.2 Preliminary Site Survey

If MTA determines that a site survey is necessary to determine feasibility and/or approval of GCI's request, MTA shall notify GCI and afford GCI the opportunity to be present at the survey. The preliminary site survey must be completed within 15 business days of GCI's request for collocation.

8.3.3 Approval/Rejection of Request

Within five (5) business days of the preliminary site survey, or no more than twenty (20) business days from receipt of a request for collocation, MTA will approve or reject the request. If the request is rejected, the reason(s) for rejection must be included. If MTA fails to provide the reason(s) for rejection or if GCI disagrees with the reason(s) for rejection or finds it unreasonable, the Parties will negotiate a mutually acceptable solution. At GCI's election limited to the extent required by law, MTA shall escort GCI representatives on a tour of the premise or point at issue. If a mutually acceptable solution cannot be reached within fifteen (15) business days of the notice of rejection, GCI may request the matter be resolved through Dispute Resolution as set forth in this Agreement.

8.3.4 Pre-Construction Site Survey

Subsequent to MTA's approval of the request for collocation, GCI will request a site survey to gather information necessary to develop detailed site requirements. MTA shall schedule the site survey within five (5) business days of the request. The scheduled time shall allow for completion of the survey within fifteen (15) business days of the request.

8.3.5 Detailed Site Requirements

Subsequent to completion of the pre-construction survey, GCI will submit detailed site requirements to MTA for review, cost development (as may be required for make ready work outside the collocation space and construction of the collocation space if provided by MTA), and approval. Detailed site requirements will provide separate site requirements for make ready work outside the collocation space and site requirements for construction of the collocation space.

8.3.6 Approval of Detailed Site Requirements

MTA shall respond to GCI within fifteen (15) business days of receipt of the detailed site requirements with MTA's approval or rejection of the detailed site requirements. If MTA rejects the detailed site requirements, the reason(s) for rejection will be provided. If the reason(s) for rejection are reasonable, GCI may modify the detailed site requirements accordingly and resubmit to MTA. If GCI finds the reason(s) for rejection unreasonable, the Parties will negotiate a mutually acceptable solution. If a mutually acceptable solution cannot be reached within fifteen (15) business days of MTA's notice of rejection, GCI may

request the matter be resolved through Dispute Resolution as set forth in this Agreement. Upon approval of the detailed site requirements, MTA will provide a list of approved contractors if GCI will be managing the construction of the collocation space.

8.3.7 Cost Proposals and Acceptance

8.3.7.1 MTA shall, within twenty (20) business days of approving GCI's detailed site requirements, provide a cost estimate and implementation schedule for any work to be performed by MTA (make ready work outside the collocation space and construction of collocation space if provided by MTA). The cost estimate will include an itemized list of all labor, materials, equipment, permits, and any other costs for which GCI will be responsible.

8.3.7.2 Any work to be performed inside the collocation space, where a cage or other physical separation encloses such space, may be performed by GCI employees or MTA approved contractors. At the discretion of MTA, either Party may assume responsibility for construction of the collocation space and/or make ready work outside the collocation space.

8.3.8 Implementation Schedule

8.3.8.1 GCI shall, within twenty (20) business days of receipt, review MTA's cost proposal and implementation schedule. If found to be reasonable, GCI will provide MTA with written approval of the cost estimate and implementation schedule, include payment for eighty-five percent (85%) of the cost estimate, and authorize MTA to perform the work. If GCI finds any of the costs or the schedule to be unreasonable, GCI shall notify MTA accordingly, identify those specific issues that it finds to be unreasonable, and give MTA the opportunity to substantiate the costs or schedule to GCI's satisfaction. If the Parties cannot reach agreement on the proposal, GCI may request that MTA obtain competitive bids from a list of agreed upon MTA approved contractors. MTA will share the bids with GCI and the Parties will mutually agree to whom to award the bid. GCI will be responsible for all costs associated with the bid whether or not the bid is awarded. GCI will be responsible for the actual construction costs provided the costs do not exceed the cost estimate approved by GCI by more than 10%. MTA will provide detailed documentation of actual costs incurred.

8.3.8.2 Upon completion of construction, the Parties will complete an acceptance walk-through of the collocation space, and MTA will perform Quality Assurance inspections. Any exceptions noted during this acceptance walk through which constitutes an unacceptable material change from the mutually agreed upon collocation request and detailed

site requirements shall be corrected by the party who performed the construction within a reasonable time. Upon final acceptance of any work performed by MTA, MTA will bill and GCI will pay the remaining fifteen percent (15%) of the cost estimate.

8.4 Collocation Application Process- Adjacent Collocation

8.4.1 Request for Collocation

A request for adjacent collocation must be submitted to MTA in writing. At a minimum, the request must include:

- a) identification of the premise or point where collocation is requested;
- b) floor space requirements;
- c) distribution frame space requirements;
- d) building entrance facility requirements;
- e) power and ground requirements;
- f) type of equipment to be collocated and its intended use;
- g) date occupancy of collocated space is requested;
- h) request for joint testing of VF, DS-1, and DS-3 tie cables if required;
- i) a statement as to whether or not a site survey is requested.

At the discretion of MTA, either Party may assume responsibility for construction of the collocation space and/or make ready work outside the collocation space. Regardless of which Party assumes that responsibility, MTA must approve the detailed site specifications and construction plans prior to construction and the construction must be performed by one or more of MTA's approved contractors.

Within five (5) business days of receipt of a request for collocation, the Parties will assign a SPOC for the collocation request. The SPOCs will work cooperatively and MTA will provide GCI with the necessary information to properly design collocation space, equipment layout, power systems, cable racks, cabling, etc.

8.4.2 Preliminary Site Survey

If MTA determines that a site survey is necessary to determine feasibility and/or approval of GCI's request, MTA shall notify GCI and afford GCI the opportunity to be present at the survey. The preliminary site survey must be completed within 15 business days of GCI's request for collocation.

8.4.3 Approval/Rejection of Request

Within five (5) business days of the preliminary site survey, or no more than twenty (20) business days from receipt of GCI's request for collocation, MTA will approve or reject GCI's request. If the request is rejected, the reason(s) for rejection must be included. If MTA fails to provide the reason(s) for rejection or if GCI disagrees with the reason(s) for rejection or finds it unreasonable, the Parties will negotiate a mutually acceptable solution. At GCI's election limited to the extent required by law, MTA shall escort GCI's representatives on a tour of the premise or point at issue. If a mutually acceptable solution cannot be reached within fifteen (15) business days of the notice of rejection, GCI may request the matter be resolved through Dispute Resolution as set forth in this Agreement.

8.4.4 Pre-Construction Site Survey

Subsequent to MTA's approval of the request for collocation, GCI will request a site survey to gather information necessary to develop detailed site requirements. MTA shall schedule the site survey within five (5) business days of GCI's request. The scheduled time shall allow for completion of the survey within fifteen (15) business days of the request.

8.4.5 Detailed Site Requirements

Subsequent to completion of the pre-construction surveys, GCI will submit detailed site requirements to MTA for review, cost development (as may be required for make ready work outside the collocation space), and approval. Detailed site requirements will provide separate site requirements for make ready work outside the collocation space and site requirements for construction of the collocation space.

8.4.6 Approval of Detailed Site Requirements

MTA shall respond to GCI within fifteen (15) business days of receipt of GCI's detailed site requirements with MTA's approval or rejection of the detailed site requirements. If MTA rejects the detailed site requirements, the reason(s) for rejection will be provided. If the reason(s) for rejection are reasonable, GCI may modify the detailed site requirements accordingly and resubmit to MTA. If GCI finds the reason(s) for rejection unreasonable, the Parties will negotiate a mutually acceptable solution. If a mutually acceptable solution cannot be reached within fifteen (15) business days of the notice of rejection, GCI may request the matter be resolved through Dispute Resolution as set forth in this Agreement. Upon approval of the detailed site requirements, MTA will provide a list of approved contractors if GCI will be managing the construction of the collocation space.

8.4.7 Cost Proposals and Acceptance

8.4.7.1 Within twenty (20) business days of approving GCI's detailed site requirements, MTA shall provide a cost estimate and implementation schedule for any work to be performed by MTA (make ready work outside the collocation space). The cost estimate will include an itemized list of all labor, materials, equipment, permits, and any other costs for which GCI will be responsible.

8.4.7.2 Any work to be performed inside the collocation space, whether it be an underground vault, above ground cabinet, shelter or other similar type of equipment enclosure, may be performed by GCI's employees or MTA approved contractors. At the discretion of MTA, either Party may assume responsibility for construction of the collocation space and/or make ready work outside the collocation space.

8.4.8 Implementation Schedule

8.4.8.1 GCI shall, within twenty (20) business days of receipt, review MTA's cost proposal and implementation schedule. If found to be reasonable, GCI will provide MTA with written approval of the cost estimate and implementation schedule, include payment for eighty-five percent (85%) of the cost estimate, and authorize MTA to perform the work. If GCI finds any of the costs or the schedule to be unreasonable, it shall notify MTA accordingly, identify those specific issues that it finds to be unreasonable, and give MTA the opportunity to substantiate the costs or schedule to GCI's satisfaction. If the Parties cannot reach agreement on the proposal, GCI may request that MTA obtain competitive bids from a list of agreed upon MTA approved contractors. MTA will share the bids with GCI and the Parties will mutually agree to whom to award the bid. GCI will be responsible for all costs associated with the bid whether or not the bid is awarded. GCI will be responsible for the actual construction costs provided the costs do not exceed the cost estimate approved by GCI by more than 10%. MTA will provide detailed documentation of actual costs incurred.

8.4.8.2 Upon completion of construction, the Parties will complete an acceptance walk-through and MTA will perform Quality Assurance inspections of the collocation space. Any exceptions noted during this acceptance walk through which constitutes an unacceptable material change from the mutually agreed upon collocation request and detailed site requirements shall be corrected by the party who performed the construction within a reasonable time. Upon final acceptance of any work performed by MTA, MTA will bill and GCI will pay the remaining fifteen percent (15%) of the cost estimate.

8.5 Collocation Application Process-Virtual Collocation

8.5.1 Request for Collocation

A request for virtual collocation must be submitted to MTA in writing. At a minimum, the request must include:

- a) identification of the premise or point where collocation is requested;
- b) floor space requirements;
- c) distribution frame space requirements;
- d) building entrance facility requirements;
- e) power and ground requirements;
- f) type of equipment to be collocated and its intended use;
- g) date completion of installation activity is requested;
- h) request for joint testing of VF, DS-1, and DS-3 tie cables if required;
- i) a statement as to whether or not a site survey is requested.

At the discretion of MTA, either Party may assume responsibility for construction and/or make ready work to support the collocation request. Regardless of which Party assumes that responsibility, MTA must approve the detailed site specifications and construction plans prior to construction and the construction must be performed by MTA or one of MTA's approved contractors.

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

8.5.2 Preliminary Site Survey

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

8.5.3 Approval/Rejection of Request

Within five (5) business days of the preliminary site survey, or no more than twenty (20) business days from receipt of GCI's request for collocation, MTA will approve or reject the request. If the request is rejected, the reason(s) for

rejection must be included. If MTA fails to provide the reason(s) for rejection or if GCI disagrees with the reason(s) for rejection or finds it unreasonable, the Parties will negotiate a mutually acceptable solution. At GCI's election, MTA shall escort GCI's representatives on a tour of the premise or point at issue. If a mutually acceptable solution cannot be reached within fifteen (15) business days of the notice of rejection, GCI may request the matter be resolved through Dispute Resolution as set forth in this Agreement.

8.5.4 Pre-Construction Site Survey

Subsequent to MTA's approval of the request for collocation, GCI may request a site survey to gather information necessary to develop detailed site requirements. MTA shall schedule the site survey within five (5) business days of GCI's request. The scheduled time shall allow for completion of the survey within fifteen (15) business days of the request.

8.5.5 Detailed Site Requirements

Subsequent to completion of the pre-construction surveys, GCI will submit detailed site requirements to MTA for review, cost development (as may be required for make ready work within the MTA facility and the construction of entrance facilities if required), and approval. Detailed site requirements will provide separate site requirements for make ready work within the MTA facility and site requirements for construction of entrance facilities if required.

8.5.6 Approval of Detailed Site Requirements

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

8.5.7 Cost Proposals and Acceptance

8.5.7.1 MTA shall, within twenty (20) business days of approving GCI's detailed site requirements, provide a cost estimate and implementation schedule for all work to be performed by MTA (make ready work within the MTA facility and construction of entrance facilities if required). The cost estimate will include an itemized list of all labor, materials, equipment, permits, maintenance, repair and any other costs for which GCI will be responsible.

8.5.7.2 Any work to be performed utilizing virtual collocation shall be performed by MTA or approved MTA contractors.

8.5.8 Implementation Schedule

8.5.8.1 GCI shall, within twenty (20) business days of receipt, review MTA's cost proposal and implementation schedule. If found to be reasonable, GCI will provide MTA with written approval of the cost estimate and implementation schedule, include eighty-five percent (85%) of the cost estimate, and authorize MTA to perform the work. If GCI finds any of the costs or the schedule to be unreasonable, GCI shall notify MTA accordingly, identify those specific issues that it finds to be unreasonable, and give MTA the opportunity to substantiate the costs or schedule to GCI's satisfaction. If the Parties cannot reach agreement on the proposal, GCI may request that MTA obtain competitive bids from a list of agreed upon MTA approved contractors. MTA will share the bids with GCI and the Parties will mutually agree to whom to award the bid. GCI will be responsible for all costs associated with the bid whether or not the bid is awarded. GCI will be responsible for the actual construction costs provided the costs do not exceed the cost estimate approved by GCI by more than 10%. MTA will provide detailed documentation of actual costs incurred.

8.5.8.2 Upon completion of construction, the Parties will complete an acceptance walk through and MTA will perform Quality Assurance inspections of the collocation space. Any exceptions noted during this acceptance walk through which constitutes an unacceptable material change from the mutually agreed upon collocation request and detailed site requirements shall be corrected by the party performing the construction within a reasonable time. Upon final acceptance of any work performed by MTA, MTA will bill and GCI will pay the remaining fifteen percent (15%) of the cost estimate.

8.6 Technician Training – Virtual Collocation

GCI will identify any special training requirements associated with the installation, maintenance and operations of GCI virtually collocated equipment. GCI will be responsible for reasonable charges and payment of MTA's initial direct training charges associated with training MTA employees for the maintenance, operation, and installation of GCI's virtually collocated equipment when such equipment is different than the equipment used by MTA in that premises. This includes per diem charges, travel, lodging and labor costs while attending vendor-provided or GCI-provided training.

8.7 Documentation and Spares – Virtual Collocation

8.7.1 GCI will provide MTA with documentation of all virtually collocated equipment.

8.7.2 Supervision and direction of needed maintenance and repair activities of GCI equipment will be provided by GCI. GCI is responsible for transportation and delivery of maintenance spares to MTA. GCI is responsible for purchasing and maintaining any spares required by GCI.

8.8 Construction and Scheduling

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

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

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

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

8.8.5 GCI's employees, agents and/or contractors may only work on, modify, or have access to GCI's equipment or facilities.

8.8.6 The Parties shall provide each other with an escalation process (names, telephone numbers, and the escalation order) for any disputes or problems that might arise pursuant to GCI's collocation.

8.9 Conditions on Use of Space

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

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

8.9.3 MTA shall notify GCI immediately of any interference with telecommunications facilities of MTA or others believed to be caused by GCI's equipment. The Parties will, within twenty four (24) hours of notification by MTA, cooperatively work to expeditiously determine if the reported interference is caused by GCI's equipment and, if so, eliminate the cause of the interference

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

8.9.5 MTA shall not be responsible for:

- a) GCI's personal property, furniture and trade fixtures located in the collocation space; or
- b) damages caused by the negligent or intentional act or omissions of GCI, its agents, contractors, employees or invitees. MTA shall have no obligation to make repairs until a reasonable time after receipt of written notice from GCI of the need for such repairs.

8.9.6 Upon demand of MTA, GCI shall reimburse MTA for the cost of all repairs or maintenance that result from the misuse or neglect of the collocation space by GCI, its agents, contractors, invitees or employees. Upon termination of GCI's use and occupation of collocation space, GCI shall surrender the

occupied space to MTA in the same condition as received, broom clean, ordinary wear and tear excepted, unless otherwise agreed to in writing.

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

8.9.8 GCI may, with the prior written consent of MTA, have the right to provide additional security and fire protection systems within the collocation space; provided, however, that GCI may not install or use sprinklers or carbon dioxide fire suppression systems within the building or the collocation space. If any governmental bureau, department or organization or MTA's insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within the collocation space, such changes, modifications or additions shall be made by GCI at its expense, following review and written approval by MTA prior to any work being done. If any governmental bureau, department or organization or MTA's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the building in which the collocation space is generally located, such changes, modifications, or additions shall be made by MTA and GCI shall reimburse MTA for the cost thereof in the same proportion as the square footage of the collocation space is to the total square footage of the affected portion of the building.

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

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

8.9.12 GCI will comply with MTA's Central Office Policies and Procedures as may be amended from time to time, as long as such policies and procedures are applied on a nondiscriminatory basis. If available, MTA will provide a copy of its Central Office Policies and Procedures within 30 days of GCI's request for

collocation. MTA will be responsible for providing GCI with updates to the Central Office Policies and Procedures in a timely manner.

8.9.13 All space within the GCI's caged, physical and adjacent collocation space is dedicated to and controlled by GCI and cannot be used without the approval of GCI.

8.9.14 As requested by GCI, MTA shall provide basic telephone service to the collocating Party's collocation space at tariffed terms, conditions, and rates.

8.10 Termination and Decommission of Collocation Arrangement

8.10.1 GCI may terminate a completed Collocation arrangement. A Collocation site is only eligible for Collocation Decommission after the site is built-out and accepted by GCI.

8.10.2 Collocation Decommission refers to the deactivation of a Collocation site occupied by GCI and removal of GCI equipment. Collocation Decommission is applicable to all types of Collocation. A request for decommissioning is irrevocable once MTA accepts the Collocation Decommission request.

8.10.2.1 Prior to submitting a Collocation Decommission request, all GCI's financial obligations with respect to the Collocation site to be decommissioned must be current, with the exception of formally disputed charges. GCI financial obligations include payment of one hundred percent (100%) of all nonrecurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) calendar Days past due.

8.10.2.2 GCI must disconnect all services, including any administrative services, from the Collocation site to be decommissioned. All of GCI's administrative lines and End User Customer services need to be disconnected via the appropriate Local Service Request (LSR). If GCI has not disconnected all services, all charges with respect to the Collocation site will continue to accrue and the Collocation Decommission request will be rejected.

8.10.2.3 GCI should remove its equipment including all GCI owned electronic equipment, equipment racks, mounting hardware, and GCI supplied cable (including direct GCI-to-GCI cables), termination blocks and cage materials. If GCI does not remove its equipment within thirty (30) calendar Days of MTA's acceptance of the Collocation Decommission request, MTA will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from MTA, GCI will have fifteen (15) calendar Days to notify MTA that the equipment is not abandoned and remove its equipment. If GCI does not respond to the notification and remove the equipment and MTA determines that the

equipment has been abandoned, MTA will send a final notification and bill GCI for any and all claims, expenses, fees or other costs associated with the removal by MTA of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. GCI will hold MTA harmless from the failure to return any such equipment, property or other items.

8.10.2.4 For Virtual Collocation, MTA will automatically remove all equipment within ninety (90) calendar Days. Charges for the removal of GCI's Virtual Collocation equipment will be based on labor and storage fees.

8.10.2.5 GCI is required to return the space to turnover condition. Turnover condition is defined as the same condition in which GCI originally assumed the Collocation site. GCI must relinquish security access if not currently leasing another Collocation site in the same Wire Center when verification of equipment removal is completed. Security access will be terminated within thirty (30) calendar Days of receipt of an accepted Collocation Decommission Application, unless alternative arrangements have been agreed to by MTA.

8.10.2.6 Ordering – GCI should submit a Collocation Decommission request to MTA. MTA will notify GCI within ten (10) business days if the prerequisites have been met. MTA will validate the request within fifteen (15) business days from receipt of the Decommission request.

8.10.2.7 Billing - Charges for work related to the removal of abandoned equipment or returning the Collocation space to turnover condition include miscellaneous hourly labor charges and, if applicable, dispatch charges will apply for unmanned Central Offices and Remote Collocations.

8.10.3 *Abandoned Equipment.* If MTA finds, in the course of business, evidence to substantiate that any equipment or property of GCI has been abandoned or left unclaimed in or at any Premises, MTA shall notify GCI in writing of the existence of such equipment or property and GCI shall have thirty (30) calendar Days from the date of such notice to remove such equipment or property from the Premises. If, prior to the termination of the thirty (30) Calendar Day period, GCI disputes that the equipment or property has been abandoned or left unclaimed at the Premises, GCI shall provide written notice to MTA of such dispute ("Resolution Request") and commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement. If no Resolution Request has been delivered to MTA within thirty (30) calendar Days of the notice, all equipment or property of GCI not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by GCI to MTA and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by MTA without further notice to GCI and without obligation to account therefore,

and GCI shall reimburse MTA for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. GCI hereby releases and agrees to defend, indemnify, and hold harmless MTA from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with MTA's exercise of any or all of its rights under this Section.

8.11 Other Notifications

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

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

8.11.3 At collocation sites where GCI purchases -48VDC power from MTA, GCI will provide MTA written notification of the installation or removal of equipment at those sites that would change the amount of power consumed by more than 5 amps. MTA will, when technically feasible, provide -48 VDC power in fifteen (15) ampere increments. MTA will size fuses and/or breakers to match the requested service rounding up to the nearest 15 amps.

8.12 GCI Space Reservation

8.12.1 GCI may reserve additional floor space in MTA's premises where GCI has or is ordering space for physical collocation if space is available for reservation. GCI may reserve additional space on the main distribution frame in MTA's premises where GCI has or is ordering distribution frame space for any type of collocation if space is available for reservation.

8.12.2 GCI can reserve an amount of space no more than the amount of space it currently utilizes or has ordered in the particular MTA premise.

8.12.3 GCI must pay the annual Space Reservation Fee set forth in this Agreement.

8.12.3.1 Collocation Space Reservation – allows GCI to reserve space and identify, to the extent available, infrastructure incidental to that space such as power and HVAC, in a MTA Premises for up to one (1) year. At the end of the space reservation interval, GCI may submit another Collocation Space Reservation. If space is available in a particular

MTA Premises and has not been reserved by another party, GCI may renew their reservation through payment of new fees. Requests for contiguous space will be honored, if available. The Collocation Space Reservation form shall include, for each MTA Premises, the following:

- a) Identification of the MTA Premises;
- b) Floor space requirements;
- c) Power and grounding requirements and appropriate connection requirements;
- d) Heat Dissipation (optional);
- e) Type of Collocation (e.g., Caged Physical, Virtual, etc.);
- f) Entrance Facility Type; and,
- g) Type and quantity of terminations at the appropriate MTA Cross Connection frames.

8.12.3.2 *Collocation Space Reservation Application* – Upon receipt of the Collocation Space Reservation Application Form, MTA will notify GCI of space reservation feasibility within ten (10) calendar Days.

8.12.3.3 *Collocation Space Reservation Fee* – The Collocation Space Reservation Fee is based on records search fees and MTA site visit fees in order to process the collocation reservation request. GCI will be invoiced for one-hundred percent (100%) within twenty-five (25) calendar Days from the submission of the Collocation Space Reservation Application.

8.12.3.4 Upon receipt of one-hundred (100%) payment of the *Collocation Space Reservation Fee*, MTA will reserve the space on behalf of GCI in accordance with the Collocation Space Reservation Application and take the necessary steps to ensure the availability of power, HVAC and other components reflected on the Collocation Space Reservation Application. MTA will hold the reservation for the applicable reservation period after receipt of one-hundred percent (100%) payment.

8.12.3.5 GCI may cancel the reservation at any time during the applicable reservation period.

8.12.3.6 In order for an Collocation Space Reservation to avoid expiration, GCI must: submit a Collocation Request during the reservation time interval.

8.12.3.7 Upon expiration of the reservation time interval, MTA will notify GCI that MTA is canceling its Collocation Space Reservation. MTA will retain the Collocation Space Reservation Fee.

8.12.3.8 The priority of the reservation is established on a first-come, first-served basis as determined by the time that MTA receives the space reservation request form. Reservations will be date stamped upon receipt. The lowest priority reservation is that reservation with the most recent date stamp.

8.13 Space Restrictions

8.13.1 Where GCI has requested space reservation at an MTA premise or point and such reservation cannot be accommodated for technical reasons or because of space limitations, MTA shall take GCI's projected collocation requirements into account when planning renovations of existing facilities or constructing or leasing new facilities in that premise or point.

8.14 Damage or Destruction

8.14.1 If at any time during the term hereof the collocation space or the building of which it is a part is damaged, MTA may, at MTA's option, either:

a) repair such damage as soon as reasonably possible at its expense, in which event GCI's use and occupancy of collocation space under this Agreement will continue without interruption; or

b) cancel and terminate GCI's use and occupancy of collocation space under this Agreement, as of the date of the occurrence of such damage. MTA will give written notice to GCI within thirty (30) days after the date of the occurrence of such damage of MTA's intention to either repair the damage at the collocation space or terminate GCI's use and occupancy of the collocation space.

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

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

8.15 Protection of GCI's Property

8.15.1 MTA will use reasonable efforts to avoid damage to GCI's personal property, furniture and trade fixtures. The liability of MTA for damage to GCI's personal property, furniture and trade fixtures is subject to the limitations in Section 5.

8.16 Default by GCI

8.16.1 The occurrence of any one or more of the following events shall constitute a default of the conditions for use and occupancy of collocation space by GCI.

- a) The vacating or abandonment of the central office space by GCI.
- b) The failure by GCI to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by GCI, where this failure shall continue for a period of thirty (30) days after written notice thereof from MTA to GCI.
- c) Any of the following events:
 - i) the filing by or the making by GCI of any general assignment, or general arrangement of the benefit of creditors;
 - ii) the filing by or against GCI of a petition to have GCI adjudged as bankrupt or a petition for reorganization of arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against GCI, the same is dismissed within sixty (60) days);
 - iii) the appointment of a trustee or receiver to take possession of substantially all of GCI's assets located in the collocation space or GCI's use or occupancy of the collocation space, where use or occupancy is not restored to GCI within thirty (30) days; or
 - iv) the attachment, execution or other judicial seizure of substantially all of GCI's assets located in the collocation space or of GCI's use or occupancy of the collocation space, which such seizure is not discharged within thirty (30) days.
- d) GCI's use of the collocation space causes disruption or threat of harm upon MTA's employees, facilities and equipment or other collocating Party's employees, facilities, and equipment services or GCI taking actions in violation of the Criminal Laws or otherwise not in keeping with the safety of the persons and property located at the MTA facility.

e) GCI's use or occupancy of the collocation space, or the operation of GCI's equipment, alone or in combination with the uses of others interferes with the operation of MTA's telecommunications equipment or facilities or the employees, facilities, and equipment of another collocating entity.

f) Failure to keep accounts current.

8.17 Remedies of MTA

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

8.18 Condemnation

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

8.18.2 Any award for the taking of all or any part of the collocation space under the power of eminent domain or any payment made under threat of exercise of such power shall be the property of MTA; provided, however, that notwithstanding the foregoing, GCI shall have the right to maintain a separate claim against the condemning authority for its loss of business, moving costs, or loss or damage to its personal property and removable fixtures, provided such claim does not diminish or impair MTA's claim.

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

8.19 Subordination

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

8.20 Warranty and Exclusions

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

8.21 Limitation of Liability

8.21.1 In addition to the limitations contained in Section 5, the following provision applies: To the extent that any damage, destruction or loss of use of any of GCI's equipment, cable, or other telecommunications facilities and equipment ("Facilities") is caused by MTA's sole negligence and was not caused by any negligence or willful misconduct of GCI but is not covered by the insurance required to be carried by GCI, MTA's liability is limited to the repair or replacement of the Facilities.

8.22 Rate Categories – The following Rate Categories are shown in Exhibit A:

8.22.1 Site Preparation

The Site Preparation rate category provides for charges for costs incurred by MTA for modifications or additions that must be made to MTA's premises or points to accommodate GCI's collocation and installation of GCI's equipment. These modifications include, but are not limited to, lighting (not to exceed 2 watts per square foot), security devices, additions to and distribution of heating, ventilation and air conditioning, AC power circuit (when Caged Collocation convenience outlets not to exceed 3 per Caged Collocation (nine foot cage) or as required by building code), DC power, Space Availability Report, and necessary space modifications. The Site Preparation charge is a non-recurring charge determined on a per site basis when the detailed site requirements are developed and approved. At the discretion of MTA, either Party may assume responsibility for construction of the collocation space and/or make ready work outside the collocation space.

8.22.2 Floor Space – Improved and Unimproved

8.22.2.1 The Improved Floor Space rate category provides for per-square foot increments of floor space located in or upon MTA's premises used and occupied by GCI. The Floor Space rate will be charged on a monthly basis. The Floor Space rate will include the associated environmental supports such as fire suppression, heating, AC power, back-up generator power (if available), and air conditioning equivalent to MTA's central office equipment environment at that location.

8.22.2.2 The Unimproved Floor Space rate category provides for per-square foot increments of floor space located in or upon MTA's premises used and occupied by GCI. The Floor Space rate will be charged on a monthly basis. The Floor Space rate will NOT include the associated environmental supports such as fire suppression, heating, AC power, back-up generator, and air conditioning.

8.22.3 Ground Space

The Ground Space rate category provides for per-square foot increments of ground space on the MTA's property used and occupied by GCI. The Ground Space rate will be charged on a monthly basis.

8.22.4 Building Entrance Facility

8.22.4.1 The Building Entrance Facility rate category provides for GCI's use of conduit duct space between the designated manhole and the MTA cable vault and cable vault rack space. The Building Entrance Facility rate category will be charged on a monthly basis.

8.22.5 Power Consumption and Grounding

8.22.5.1 The DC Power rate category provides for -48 Volt DC Power. This rate is applied per 15-ampere draw and will be charged on a monthly basis. Power consumption will be measured when the collocation site is placed in service and rounded up to the nearest 15-amp increment. Thereafter, power consumption can be measured and the billing adjusted accordingly as frequently as MTA desires. If a measurement warrants an adjustment to billing, MTA will notify GCI of the adjustment prior to making any prospective and/or retroactive adjustment to billing. GCI will have five (5) business days to validate the measurement and concur with MTA's measurement. NOTE: The size of the power cables will be determined and provided to MTA as part of the detailed design requirements. The cost of placing the -48 VDC, Return, and Ground cables will be part of the collocation construction costs. Fusing will be based on the amount of power requested by GCI and the size of the fuses will be determined by common electrical engineering practice (typically at twice the load).

8.22.5.2 The AC power rate category provides for the commercial AC power used to supply DC power and will be applied per 15-ampere draw of DC power per DC Power connection.

8.22.5.3 The Backup AC power rate category provides for the emergency AC power used to supply emergency AC Power for DC requirements on an emergency standby basis, and is supplied as available.

8.22.5.4 The AC Power Costs Adjustment Factor provides for power cost adjustments based on commercial AC power costs to MTA, and allows cost increases or cost decreases to MTA to be passed on to GCI. This power cost adjustment applies only to the AC Power rate category.

8.22.6 Distribution Frame Space

8.22.6.1 The Distribution Frame Space rate category provides for space on the main distribution frame to mount connecting blocks. Each block will terminate 100 copper pairs (+/- 30%). Distribution Frame Space will be charged on a monthly per block basis.

8.22.7 Cable Rack Space

8.22.7.1 The Cable Rack Space rate category provides space outside GCI's collocation space to install cable rack necessary for the routing of cables between the GCI's space and other places inside or upon MTA's premises. Cable Rack Space will be provided in increments of fifty (50) linear feet and charged on a monthly basis. A 'linear foot' of cable rack includes cable rack up to 24" in width and the first 12 inches of space above the cable rack.

8.22.8 Relay Rack Space

8.22.8.1 The Relay Rack Space rate category provides space for GCI to install cross-connect panels, such as DSX-1, DSX-3, and Fiber Distribution Panels. Relay racks will be 23" wide. Relay Rack Space will be charged in rack unit increments (1.75") on a monthly basis.

8.22.8.2 Equipment Bay - Provides mounting space for GCI virtually collocated equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to 78 inches, or 44 rack mounting spaces (RMS). A monthly rate is applied. GCI may request use of alternate bay heights, which will be considered on an Individual Case Basis.

8.22.9 **Collocation Request Application Fee** - A non refundable Application Fee will be charged to GCI for each collocation application request submitted. This fee is to cover MTA's expenses in processing the application. These expenses include the cost of determining if the floor space, ground space, distribution frame space, entrance facilities, power and grounding requested are available or can be made available; the cost of providing a boundary map of the area served by the premise or point that collocation is being requested; and the cost of providing an updated count of the total number of working analog lines served by the premise or point that collocation is being requested.

8.22.10 **Collocation Implementation Fee** - A non refundable Collocation Implementation Fee will be charged to GCI subsequent to the approval of a Collocation Application Request. The Implementation Fee is to cover costs associated with the pre-construction site survey, review of the detailed site requirements, cost proposal and schedule development (if applicable). This fee will be based on actual engineering man-hours at current MTA labor rates plus any direct expenses associated with travel, lodging, and car rental.

8.22.11 **Quality Assurance Inspection Charge** - Provides for MTA qualified personnel, acting as an inspector, to perform Quality Assurance audits on collocation arrangements constructed and/or built-out by GCI or MTA approved contractors.

8.22.11.1 **Inspector Labor Charge.** Provides for MTA qualified personnel, acting as an inspector, when GCI requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' MTA employee (or contract employee) is required to go 'on-shift' on behalf of GCI.

8.22.12 **Security Charge** - This charge applies to the keys/card and card readers required for GCI access to MTA premises where GCI is collocated. There are two monthly recurring rate elements associated with security access:

1) the first rate element is per key/card per GCI employee per month;

2) the second element is the number of key/card accessible premises per GCI employee. This is a non-recurring setup charge.

8.22.13 **Composite Clock/Central Office Synchronization** - This rate is for composite clock and/or DS-1 synchronization signals traceable to a stratum one source to meet the synchronization requirements of GCI's collocated equipment. Synchronization is required for virtually collocated equipment used to provide digital services and may be required for analog services. Central Office Synchronization is available where MTA Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per Port basis in accordance with Exhibit A.

8.22.14 **Joint Testing Charge** - This rate is to recover the cost of joint testing of voice frequency cables between main distribution frames and for DS-1 and DS-3 cables between the respective DSX panels.

8.22.15 **Site Visit Charge** - This rate is to recover the cost of conducting a site visit at an MTA premise. Site Visit Charges are location specific, per exchange.

8.22.16 **Cable Splicing Charge** - Represents the labor and equipment to perform a splice to GCI provided fiber optic cable. Includes per-setup and per-fiber-spliced rate elements.

8.22.17 **Fiber Cable Termination Charge** - Represents the labor and equipment required to terminate the fiber cable at the appropriate MTA Cross Connection frames (FDP). Includes per-setup and per-fiber-terminated rate elements.

8.22.18 **Maintenance Labor** - Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of GCI virtually collocated equipment at GCI's request.

8.22.19 **Training Labor** - Provides for the training of MTA personnel on a maintenance service area basis for GCI's virtually collocated equipment when that equipment is different from MTA-provided equipment.

8.22.20 **Space Reservation Application Fee** – The Collocation Space Reservation Fee is based on records search fees and MTA site visit fees in order to process the collocation reservation request. GCI will be invoiced for one-hundred percent (100%) within twenty-five (25) calendar Days from the submission of the Collocation Space Reservation Application.

8.22.21 **Space Reservation Fee** – This is a one-time fee for the annual space reservation that allows GCI to reserve space and identify, to the extent available, infrastructure incidental to that space such as power and HVAC, in a MTA Premises for up to one (1) year.

SECTION 10.0 – ANCILLARY SERVICES

10.1 Local Number Portability

10.1.1 Description

Local Number Portability, also known as service provider number portability, allows the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. MTA and GCI will allow each other to port telephone numbers for its End User Customers into and out of their respective End Office Switches on behalf of an End User Customer using the FCC rules and industry guidelines.

10.1.2 Terms and Conditions

10.1.2.1 MTA will provide LNP, using local routing number (LRN) technology, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS).

10.1.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC or authorized agencies. In accordance with industry guidelines, the publications of LNP capable End Office Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.1.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC.

10.1.2.4 MTA agrees to coordinate LNP with facilities cutovers in a reasonable amount of time and with minimum service disruption. GCI agrees to coordinate with MTA for the transfer of the MTA facility coincident with the transfer of the End User Customer's service in a reasonable amount of time and with minimum service disruption.

10.1.2.4.1 The Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port and needs to delay or cancel the port that Party shall notify the other Party immediately. The Parties agree to work cooperatively

and take prompt action to delay or cancel the port in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions.

10.1.2.4.2 Parties shall transmit a port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines.

10.1.2.5 Neither Party shall be required to provide LNP for telephone numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.1.2.6 After an End Office Switch becomes equipped with LNP, all NXXs assigned to that End Office Switch will be defined as portable, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries.

10.1.2.7 Each Party shall offer LNP to End User Customers for an existing DID block, or blocks of 50 consecutive numbers. Each Party shall permit End User Customers who port a portion of their DID telephone numbers to a new carrier to retain the remainder of the original DID service on the original carrier.

10.1.2.8 Both Parties agree to follow the LNP End Office Switch request process established by the Parties and in compliance with industry guidelines.

10.1.2.9 *Limits on Subscriber Relocation.* MTA and GCI agree that an End User Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the End User Customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User Customer while that End User Customer is served by the New Service Provider.

10.1.3 Service Management System

10.1.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration

(SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.1.4 Database and Query Services

10.1.4.1 The LNP database provides the call routing information used by MTA's End Office Switches and Tandem Switches to route GCI's End User Customer's calls to a ported telephone number or to terminate calls to GCI's End User Customers using a ported telephone number. MTA shall perform default LNP queries where GCI is unable to perform its own query. GCI shall perform default LNP queries where MTA is unable to perform its own query. Query service charges will be billed according to Access tariffs.

10.1.4.2 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Query service charges will be billed according to Access tariffs.

10.1.4.3 On calls originating from end users on one Party's network, that Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.1.5 Ordering

10.1.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request.

10.1.6 Maintenance and Repair

10.1.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Current Service Provider.

10.1.6.2 Each Party will provide its respective End User Customers the correct telephone numbers to call for access to its respective repair bureau. Each Party will provide its repair contact telephone numbers to one another on a reciprocal basis.

10.1.6.3 MTA agrees to work cooperatively with GCI to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the MTA network, MTA shall perform

standard tests and use reasonable efforts to isolate and repair the trouble within standard MTA intervals.

10.1.7 Rate Elements

10.1.7.1 MTA shall comply with FCC and Commission rules on cost recovery for Local Number Portability.

10.2 Basic 911 and Enhanced 911 Emergency Service

10.2.1 Description

Basic 911 and Enhanced 911 ("E911") service provides a caller access to the appropriate emergency service bureau by dialing the 3-digit universal telephone number '911'.

10.2.2 General Requirements

10.2.2.1 Where MTA is the contractor responsible for maintaining all or part of the Basic 911 or E911 system in any service area covered under this Agreement, MTA and GCI shall work cooperatively to ensure the proper interface with MTA's Basic 911 or Enhanced 911 service and facilities. MTA and GCI will provide each other with any technical specifications necessary for proper network design and a description of any special routing arrangements required to accommodate alternate routing or overflow of 911/E911 traffic.

10.2.2.2 As required, MTA may interconnect trunks from GCI's network to the appropriate switch, E911 system, E911 PSAP, or E911 Tandem. GCI and MTA recognize that there may be hardware restrictions, such as availability of DS-1 ports that may require sharing of facilities.

10.2.2.3 Selective routing for 911/E911 traffic is currently not implemented by MTA. In the event selective routing is employed, MTA will ensure the proper routing of 911/E911 traffic based on data received from GCI's network. GCI shall ensure that its network provides the ANI and signaling information required for selective routing by the appropriate switch, E911 tandem, E911 system, or E911 PSAP. Additional charges for MTA to provide selective routing for GCI will be determined at the point selective routing is implemented.

10.2.2.4 Trunking shall be arranged to minimize the likelihood of central office isolation where facilities and equipment are available, due to cable cuts or other equipment failures. Any GCI 911/E911 circuits or facilities provided by MTA for GCI shall have physical and electrical diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available GCI

911/E911 circuits or facilities provided by MTA for GCI. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures if provided by the PSAP.

10.2.2.5 All 911/E911 trunks must be capable of transmitting and receiving Baudot code or ASCII text necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.2.2.6 Where GCI or MTA utilizes any circuit or facility from the other to access the PSAP, circuit layout records and physical routing of such facilities will be provided so that each entity can appropriately design and provision a diverse PSAP access network.

10.2.2.7 Where GCI provides local service by purchasing MTA's services at wholesale rates and reselling it, MTA will ensure that 911/E911 service is available to the same extent it is for MTA's customers.

10.2.2.8 Any Basic 911 or E911 services, support, or facilities provided by MTA or GCI shall be at parity with the services, support and facilities that MTA or GCI provides to itself and its subscribers. In providing Basic 911 or E911 services, MTA and GCI shall conform to all State and local regulations concerning emergency services.

10.2.3 Basic 911 and E911 Database Requirements

10.2.3.1 Where MTA is responsible for maintaining the E911 database for any service area covered under this Agreement, MTA will be responsible for maintaining the E911 database(s) for GCI. GCI shall be solely responsible for providing GCI database records to MTA for inclusion in the E911 database.

10.2.3.1.1 GCI agrees to provide MTA with updates to include new additions or changes in Customer Information that would affect the E-911 Automatic Location Identification ("ALI") database being maintained by MTA and used by the applicable government agency. Such updates will be provided in a record format specified by MTA and shall be forwarded to MTA by the end of the business day following the activity giving rise to the change or addition. MTA shall accept electronic updates from GCI no less frequently than daily. Based upon these updates, MTA will provide daily updates to the applicable government agency.

10.2.3.1.2 The National Emergency Number Association ("NENA") code for GCI is "GCICC" (GCICC followed by 2 spaces). It is GCI's sole responsibility to ensure the accuracy of the data transferred to MTA by verifying it against the Master Street Address Guide (MSAG). If MTA detects an error in GCI provided data, the data shall be returned to GCI within one (1) business day of the

time the error was detected. GCI shall respond to requests from MTA to make corrections to errors by providing corrected records within two (2) business days. MTA shall update the database with GCI records within one (1) business day or with the same frequency that MTA updates the database with its own records, whichever is less. These time frames are guidelines and are established in the interest of public safety. MTA will make every effort to meet these response times; however, GCI recognizes that seasonal impacts or other extraordinary circumstances may impact MTA's ability to meet these requirements.

10.2.3.2 GCI shall assign an E911 database coordinator charged with the responsibility of forwarding GCI end user ANI/ALI record information to MTA or via a third-party entity, charged with the responsibility of ANI/ALI record transfer. GCI assumes all responsibility for the accuracy of the data that GCI provides to MTA. MTA and GCI shall each be responsible to research and resolve discrepancies of its own customer data, which is included in each ANI/ALI discrepancy report. Corrective action shall be taken immediately by the responsible party.

10.2.3.3 Both Parties will provide the Emergency Service Bureaus with a single point of contact for inquiries about their respective End User Customers.

10.2.3.3.1 Where MTA is the contractor responsible for maintaining all or part of the Basic 911 or E911 system in any service area covered under this Agreement, MTA will provide the Emergency Service Bureaus with a single point of contact for trouble reporting related to MTA's NENA "Data Provider ID" or "Company ID." MTA will investigate trouble reports related to its own Company ID and notify GCI's Network Operations Control Center if MTA is contacted in error by the ESB and determines the problem to be in GCI's network or facilities. MTA assumes no responsibility and will not be held liable for network or facility troubles related to Company IDs other than its own.

10.2.3.4 MTA will provide GCI a single point of contact for ANI/ALI database issues.

10.2.3.5 MTA agrees to treat all data on GCI subscribers provided under this Agreement as strictly confidential and to use data on GCI subscribers only for the purpose of providing E911 services.

10.2.4 Basic 911 and E911 Maintenance

10.2.4.1 Each party shall be responsible for those portions of the 911/E911 system for which it has control, including any necessary maintenance to each Party's portion of the 911/E911 System.

10.2.4.2 MTA shall begin restoration of any Basic 911 and/or E911 facilities for which MTA is responsible immediately upon notification or observation of failure or outage. MTA will provide priority restoration of GCI trunks or network outages on the same terms and conditions it provides itself without imposition of Telecommunications Service Priority (TSP).

10.2.4.3 MTA shall notify GCI's Network Operation Control Center 48 hours in advance of any scheduled testing or maintenance affecting GCI 911/E911 service, and provide notification as soon as possible upon becoming aware of any unscheduled outage affecting GCI 911/E911 service.

10.2.4.4 MTA shall notify GCI in advance of any planned or anticipated changes to the 911/E911 system, facilities, routing, or databases that could adversely affect GCI's 911/E911 service or require GCI to modify its 911/E911 network, according to provisions specified in Notice of Network Changes, Section 5.12.

10.2.5 Master Street Address Guide ("MSAG")

GCI shall acquire the MSAG directly from the applicable government agency.

10.2.6 Miscellaneous Provisions

10.2.6.1 If a third party is the primary 911/E911-service provider to an emergency service provider, or if a third party ever becomes the primary 911/E911-service provider to an emergency service provider, GCI shall negotiate separately with such third party with regard to the provision of 911/E911 service to the agency. All relations between such third party and GCI are totally separate from this Agreement and MTA makes no representations on behalf of the third party.

10.2.6.2 If GCI or its Affiliate ever becomes the primary 911/E911 service provider to an emergency service provider, GCI and MTA shall negotiate the specific provisions necessary for providing 911/E911 service to the agency and shall include such provisions in an amendment to this Agreement.

10.3 Access to Poles, Ducts, Conduits, and Rights of Way

10.3.1 Description

10.3.1.1 Pole Attachments – Where it has ownership or control to do so, MTA will provide GCI with access to available Pole Attachment space for the placing of facilities for the purpose of providing Telecommunications Services.

10.3.1.1.1 The term Pole Attachment means any attachment by GCI to a pole owned or controlled by MTA.

10.3.1.2 Ducts and Conduits – Where it has ownership or control to do so, MTA will provide GCI with access to available ducts/conduits for the purpose of placing facilities for providing Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct can be leased for the purpose of placing fiber.

10.3.1.2.1 The terms duct and conduit, including riser conduit, mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multiple tenant environment (MTE). Within a multiple tenant environment, duct and conduit may traverse building entrance facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.

10.3.1.2.2 The term multiple tenant environment (MTE) means a structure or structures occupied by more than one tenant. The duct or ducts may traverse building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets, or building risers.

10.3.1.2.3 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three (3) cables.

10.3.1.3 GCI access to available ROW – Where it has ownership or control to do so, MTA will provide purpose of placing telecommunications facilities. ROW includes land or other property owned or controlled by MTA and may run under, on, above, across, along or through public or private property or enter multiple tenant environments.

10.3.1.3.1 ROW means a legal right of passage over land or real property owned by another sufficient to permit MTA to place telecommunications facilities on, above, across, along or through such property or enter multiple tenant environments. Within a multiple tenant environment, a ROW includes a pathway that is

actually used or has been specifically designated for use by MTA as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.3.1.4 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to MTA through express agreements, or through applicable Law as defined in this Agreement.

10.3.2 Terms and Conditions

10.3.2.1 Due to the limited number of poles owned or controlled by MTA, any request for access will be treated on a case by case basis.

10.3.2.2 MTA will rely on such codes as the National Electrical Safety Code (NEC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.3.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments to or occupancy of MTA facilities under Section 224(f)(1) of the Act.

10.3.2.4 GCI shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of GCI's facilities. MTA agrees to provide to GCI access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a request for such information, except in the case of extensive requests.

10.3.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel MTA to construct, install, modify or place any poles/duct/innerduct or other facility for use by GCI.

10.3.2.6 MTA retains the right to determine the availability of space on poles/duct/innerduct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event MTA determines that rearrangement of the existing facilities on poles, duct/innerduct/conduit, and ROW is required before GCI's facilities can be accommodated, the actual cost of such modification will be included in GCI's nonrecurring charges for the associated order (Make-Ready fee).

10.3.2.7 Where authority does not already exist, or where MTA does not have the authority to authorize access to third parties, GCI shall be responsible for obtaining the necessary legal authority to occupy ROW, easements, and/or poles/duct/innerduct on land or real property owned by another. GCI shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at GCI's sole expense, in order to perform its obligations under this Agreement. GCI shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work and notify MTA of such work prior to entering the property or starting any work thereon. See Section 10.3.4. GCI shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by MTA or GCI at the option of GCI.

10.3.2.8 Access to a MTA Central Office manhole will be permitted where technically feasible. If space is available, MTA will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where GCI can establish, to MTA's satisfaction, the necessity and technical feasibility of splicing in the Central Office manhole, such action shall be permitted.

10.3.2.9 Notification of modifications initiated by or on behalf of MTA and at MTA's expense shall be provided to GCI at least sixty (60) calendar Days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If GCI does not respond to a requested rearrangement of its facilities within sixty (60) Days after receipt of written notice from MTA requesting rearrangement, MTA may perform or have performed such rearrangement and GCI shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at MTA's expense.

10.3.2.10 MTA reserves the right to make an on-site/final construction inspection of GCI's facilities occupying the poles/duct/innerduct system. GCI shall reimburse MTA for the actual cost of such inspections except where specified in this Section 10.

10.3.2.11 Upon MTA's completion of the final construction inspection, GCI shall correct any non-complying conditions within a reasonable time period specified by MTA in its written notice of the non-complying conditions. If corrections are not completed within the specified time period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall be suspended forthwith, regardless of whether GCI has energized the facilities occupying said poles/duct/innerduct or ROW system, and GCI shall remove its facilities from said poles/duct/innerduct or ROW in

accordance with the provisions of this Section, provided, however, if GCI notifies MTA that the corrections cannot be physically made within such specified time, and GCI has been diligently prosecuting such cure, GCI shall be granted reasonable additional time to complete such cure. MTA reserves the right to deny further occupancy authorization to GCI until such non-complying conditions are corrected to MTA's reasonable satisfaction or until GCI's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. Upon mutual agreement of the Parties, MTA shall perform or have performed such corrections and GCI shall pay MTA the actual cost of performing such work. After all non-complying conditions have been corrected, a final inspection to determine if appropriate corrective actions have been taken may be made by MTA.

10.3.2.12 Once GCI's facilities begin occupying the poles/duct/innerduct or ROW system, MTA may perform a reasonable number of inspections. MTA shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that GCI has in any other way failed to comply with the provisions of Section 10.3.2.20; in which case GCI shall reimburse MTA its costs for the inspections and re-inspections, as required. GCI may, at its expense, dispatch a representative to accompany MTA on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed to GCI separately.

10.3.2.13 The cost of any inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to GCI upon completion of the inspections.

10.3.2.14 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve GCI of any responsibilities, obligations, or liability assigned under this Agreement.

10.3.2.15 GCI may use employees of its choice to perform any work necessary for the attaching of its facilities so long as such workers are qualified to perform such work. GCI may use any contractor approved by MTA to perform make-ready work.

10.3.2.16 If MTA terminates an order for cause, or if GCI terminates an order without cause, subject to 10.3.4.4.3, GCI shall pay termination charges equal to the amount of fees and charges remaining on the terminated order(s) and GCI shall remove its facilities from the poles/duct/innerduct within sixty (60) calendar days, or cause MTA to remove GCI's facilities from the poles/duct/innerduct at GCI's expense; provided, however, that GCI shall be liable for and pay all fees and charges provided for in this Agreement to MTA until GCI's facilities are

physically removed. "Cause" as used herein shall include GCI's use of its facilities in material violation of any applicable Law or in aid of any unlawful act or making an unauthorized modification to MTA's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which MTA conveys a right of access to the ROW to GCI, or (b) the instrument granting the original ROW to MTA or its predecessor.

10.3.2.17 MTA may abandon or sell any poles/duct/innerduct/conduit or ROW at any time by giving written notice to GCI. Any poles/duct/innerduct/conduit or ROW that is sold, will be sold subject to all existing legal rights of GCI. Upon abandonment of poles/duct/innerduct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, GCI shall, within sixty (60) calendar days of such notice, either: 1) continue to occupy the poles/duct/innerduct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/duct/innerduct/conduit or ROW is purchased by another party; 2) purchase the poles/duct/innerduct/conduit or ROW from MTA at the current book value or salvage value, whichever is higher; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) calendar days shall be deemed an election to purchase the poles/duct/innerduct/conduit or ROW at the current book value or salvage value, whichever is greater, if no other party purchased the poles/duct/innerduct/conduit or ROW within this sixty (60) day period.

10.3.2.18 GCI's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where differences in specifications exist, the more stringent specification shall apply. Notwithstanding the foregoing, GCI shall only be held to such standard as MTA, its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.3.2.11 shall be cause for termination of the authorization. GCI shall in a timely manner comply with all requests from MTA to bring its facilities into compliance with these terms and conditions.

10.3.2.19 Should MTA, under the provisions of this Agreement, remove GCI's facilities from the poles/duct/innerduct covered by any order, MTA will deliver the facilities removed upon payment by GCI of the cost of removal, storage and delivery, and all other amounts due MTA. If GCI removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/duct/innerduct shall

be made until all outstanding charges due MTA for previous occupancy have been paid in full. GCI shall immediately notify MTA in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.3.2.20 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, MTA, without prejudice to its other rights or remedies under this Agreement, may assess a charge and GCI agrees to pay the lesser of (a) the annual fee per pole or per innerduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per pole or per innerduct run between two (2) manholes. In addition, GCI agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized GCI attachments. The provisions of this Section 10.3.2.20 apply only to facilities that are placed (attached) after the effective date of this Agreement. The provisions of this Section 10.3.2.20 do not apply to any facilities that were attached to poles/duct/innerduct prior to the effective date of this Agreement.

10.3.2.21 No act or failure to act by MTA with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by MTA of any of its rights or privileges under this Agreement or otherwise. GCI shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.3.2.22 Nothing in this Agreement shall require MTA to exercise eminent domain on behalf of GCI.

10.3.2.23 For purposes of permitting GCI to determine whether MTA has ownership or control over duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, if GCI requests a copy of an agreement between MTA and the owner of a duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, that grants MTA access to, ownership of, or control of duct/conduit or ROW within a specific multiple tenant environment, MTA will provide the agreement to GCI pursuant to the terms of this Section.

10.3.3 Rate Elements

MTA fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates

established by the Commission including the following rates, are reflected in Exhibit A.

10.3.3.1 **Inquiry Fee.** A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the MTE matrix or ROW matrix, as applicable, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MTE matrix or ROW matrix, as applicable, which identifies each requested legal agreement between MTA and a third party who has a multiple tenant environment in MTA's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MTE Agreement) and, for each such MTE Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit/innerduct.

10.3.3.2 **Field Verification Fee/Access Agreement Preparation Fee.** In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required make-ready work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by GCI. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.3.3.3 **Make-Ready Fee.** A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For Pole Attachment requests, this could include, but is not limited to, the replacement of poles or relocation of existing facilities to meet required clearances over roads or land. For ROW, this make-ready work could include, but is not limited to, personnel time, including attorney time. With respect to ROW, make-ready work refers to legal or other investigation or analysis arising out of GCI's failure to comply with MTA's request for ROW Occupancy License, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.3.3.4 **Pole Attachment Fee.** A pre-paid fee which is charged for the occupancy, including during any make-ready period, of one (1) foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless GCI requests that it be semi-annual.

10.3.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, of an innerduct on a per foot basis. This fee shall be annual unless GCI requests that it be semi-annual.

10.3.3.6 Duct/Conduit Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, of a duct or conduit on a per foot basis. This fee shall be annual unless GCI requests that it be semi-annual.

10.3.3.7 Access Agreement Consideration Annual Fee. A pre-paid fee which constitutes consideration for conveying access to the ROW to GCI. This fee shall be a one-time (i.e., nonrecurring) fee.

10.3.3.7.1 Access Agreement Consideration Recurring Fee. This annual fee, is used to recover actual costs incurred by MTA, including billing costs, for annual assessments for improved property. This fee will be passed through to GCI, including billing costs, for assessments for real property improvements related only to GCI improvements subject only to GCI's access agreement consideration.

10.3.4 Ordering

There are two (2) steps required before placing an order for access to ROW, duct/innerduct and Pole Attachment: Inquiry Review and Field Verification.

10.3.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or duct/innerduct occupancy, MTA will provide GCI with MTA procedures. GCI will review the documents and provide MTA with maps of the desired area indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed GCI construction on MTA owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multiple tenant environments upon or through which GCI proposes construction on ROW owned or controlled by MTA. GCI will include the appropriate inquiry fee with a completed request.

10.3.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. MTA will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to GCI within ten (10) calendar Days or within the time frames of the applicable federal or state law, rule or regulation.

10.3.4.1.2 Inquiry Review – Poles. MTA will provide the name and contact number for the appropriate District Engineer for joint validation of the poles and route and estimated costs for field verification.

10.3.4.1.3 Inquiry Review – ROW. MTA shall, upon request of GCI, provide the ROW matrix and the MTE to GCI within thirty (30) Days of the request. MTA will provide to GCI a copy of agreements listed in the matrices that have not been publicly recorded if GCI obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which may be obtained by MTA. MTA may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that MTA provides to GCI. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute Resolution procedures set forth in this Agreement. MTA makes no warranties concerning the accuracy of the information provided to GCI; GCI expressly acknowledges that MTA's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by MTA.

10.3.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). GCI will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, GCI will submit a written request and return it along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee). Upon payment of the relevant fee and Access Agreement consideration, if applicable, MTA will provide, as applicable, depending on whether the request is for poles, duct/innerduct/conduit or ROW: (a) in the case of poles, duct/innerduct/conduit, a field survey and site investigation of the duct/innerduct/conduit, including the preparation of distances and drawings, to determine availability of existing duct/innerduct/conduit; identification of make-ready costs required to provide space; the schedule in which the make-ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by MTA.

10.3.4.2.1 GCI-Performed Field Verification. At the option of GCI, it may perform its own field verification (in lieu of MTA performing same) with the following stipulations: 1) Verifications will be conducted by a MTA approved contractor; 2) A MTA contractor will monitor the activity of GCI contractor and a current labor rate will be charged to GCI; 3) GCI will provide MTA with a

legible copy of manhole butterfly drawings that reflect necessary make-ready effort; and 4) MTA will use GCI-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. GCI will be charged standard rates for tactical planner time.

10.3.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of MTA's application forms for occupancy or attachment along with eighty-five percent (85%) payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an order for the attachment or occupancy. Upon receipt of the accepted order from GCI and applicable payment for the fees identified, MTA will assign the requested space and commence any make-ready work which may be required. MTA will notify GCI when poles/duct/innerduct are ready and invoice GCI for the remaining fifteen percent (15%) payment of the Make Ready and prorated recurring access charges for the current relevant period.

10.3.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.3.4.4.1 If MTA requests, GCI will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. If at any point during the Make-Ready work, MTA becomes aware that the actual costs will exceed the estimate by more the ten percent (10%), MTA will immediately notify GCI of the increased cost and obtain authorization from GCI to proceed with the work. If authorization from GCI to proceed with the work is denied, all work will stop and GCI will be invoiced for actual work performed. Disputes regarding work stoppage, or invoice for actual work performed, will be subject to Dispute Resolution, Section 5.18. *Such payment shall be made within thirty (30) Days of receipt of an invoice for the costs that exceed the estimate.*

10.3.4.4.2 MTA will provide GCI copies of records reflecting actual cost of Make-Ready work with the final invoice; provided, however, that, if MTA does not possess all such records at the time of the request, then MTA will provide copies of such records within *fifteen (15) business days of receipt of such records.*

10.3.4.4.3 If GCI provides written cancellation or, if due to circumstances unforeseen during inquiry/verification, MTA denies the request for poles, ducts or ROW, MTA will refund the difference between the actual Make-Ready costs incurred and those prepaid by GCI, if any. Any such refund shall be made within *ten (10) business days of either receipt of GCI's request or MTA's receipt of*

all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) calendar days following the denial.

10.3.5 Billing

10.3.5.1 GCI agrees to pay the following fees in advance as specified in Exhibit A: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless GCI requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.3.5.2 Billing shall commence when the facilities ordered have been made available to GCI with the exception of Make-Ready work. For Make-Ready work, billing will be as described in Section 10.3.4.3.

10.3.6 Maintenance and Repair

10.3.6.1 In the event of any service outage affecting both Parties, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected poles/duct/innerduct.

10.3.6.2 Access to maintenance ducts shall be reserved for the exclusive use of MTA except that where GCI is using a duct in the same system, GCI may use a maintenance duct to replace a damaged cable. Use of the maintenance duct will be on a temporary use basis only and will be used by GCI only until another duct is leased by GCI, or repairs are made to the damaged cable in the original duct. After the damaged cable has been repaired or moved to another duct leased by GCI, the maintenance duct will be returned to the exclusive use of MTA.

10.3.7 Relocation of Facilities

10.3.7.1 GCI agrees to participate in or reimburse MTA for the relocation of joint-use facilities subject to this section. A failure to reach a negotiated agreement regarding the allocation of expenses between the Parties shall be resolved through Dispute Resolution, Section 5.18.

SECTION 11.0 – LAW ENFORCEMENT AND NATIONAL SECURITY

11.1 Each Party shall cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

11.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

11.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

SECTION 12.0 – MTA DATABASE INFORMATION

12.1 Operations Support Systems database information

12.1.1 MTA will provide GCI access to MTA's OSS functions and database information to the extent it is required to facilitate the pre-ordering, ordering, provisioning, maintenance and repair, and billing functions described in this section and the resale product described in Section 6. MTA will provide GCI nondiscriminatory functions of MTA's OSS. MTA's OSS database information relative to this section will be limited to that information found in Exhibit B.

12.1.2 Intentionally Left Blank

12.1.3 Applicable charges associated with this Section 12 are listed in Exhibit A

12.1.4 MTA's normal business hours for Customer Service, Installation, Repair and Central Office and Dispatch office hours will be made available to GCI. Changes to these hours will be made available to GCI. MTA and GCI will coordinate scheduling for any "outside of business hours" request.

12.1.5 Notice of changes

12.1.5.1 Change without material affect: GCI acknowledges that the MTA OSS, by its nature, is updated and corrected on a continuous basis by MTA, and therefore that MTA's OSS is subject to change from time to time. MTA shall have the right to change any aspect of MTA's OSS with reasonable notice to GCI, in so far as such changes do not materially affect or change any GCI use of or view of MTA's OSS data base information relative to the functions described in this agreement.

12.1.5.2 Change with material affect: In so far as any MTA OSS changes may or will materially affect or change any GCI use or view of the MTA's OSS database information and functions, MTA shall, in addition to any notice required by applicable law, at a minimum, provide GCI with 30 days written notice of any MTA proposed OSS change that affects GCI's ability to view or use MTA's OSS database information.

12.1.5.3 Unscheduled Outages: MTA will notify GCI within thirty (30) minutes of being aware of an unscheduled OSS or OSS interface outage that is GCI affecting. When applicable, and to the same degree as MTA provides itself, alternative methods for GCI to use or view MTA's OSS data base information and functions will be implemented until such time as OSS or OSS interfaces serviceability is restored.

12.2 Terms and Conditions for Access to MTA OSS Data Base Information and Functions

12.2.1 Intentionally Left Blank.

12.2.2 GCI shall restrict access to and use of MTA OSS database information and functions to GCI and GCI's contract employees. This Section does not grant to GCI any right or license to grant sublicenses to other persons or parties to access or use MTA's OSS.

12.2.3 To the degree an electronic access or interface is developed, GCI shall not (a) alter, modify, or damage the MTA OSS (including but not limited to MTA software), or (b) copy, remove, derive, reverse engineer, or decompile, software from the MTA OSS.

12.2.4 To the degree an electronic access or interface is developed, GCI may view, copy, or print pre-order, order, provisioning, repair and maintenance, or billing data information that applies to GCI End Users that have signed an LOA to provide their intention to switch services to GCI.

12.2.5 GCI shall comply with all practices, processes and procedures, required for use of MTA OSS database information and functions in so far as these practices, processes, and procedures are applied on a non-discriminatory basis.

12.2.6 To the degree an electronic access or interface is developed, all practices, processes and procedures to view MTA OSS functions (including but not limited to user identification codes) (a) shall remain the property of MTA, (b) shall be used by GCI only in a manner pertinent to this agreement, (c) shall be treated by GCI as Confidential Information of MTA pursuant to Section 5.16 of the General Terms and Conditions, (d) shall be destroyed or returned by GCI to MTA upon the expiration or termination of this Agreement, and (e) shall be nondiscriminatory in accordance with applicable law.

12.2.7 GCI's employees, agents, and contractors shall be subject to the provisions of this Agreement.

12.2.8 Under no circumstance may either party use the other's End User information contained in either's OSS databases for marketing activities.

12.2.9 All processes and procedures associated with OSS shall be documented in the Operations Manual.

12.2.10 MTA shall provide to GCI the data elements described in Exhibit B of this Agreement.

12.2.11 To the degree an electronic access or interface is developed, MTA may impose recurring or nonrecurring OSS start up charges for any OSS

technology upgrade requested and agreed to by the Parties for OSS functions to the extent it is required to facilitate the resale product described in Section 6. Any and all fees MTA incurs, including but not limited to licensing, modifications, acquisitions, maintenance, and subscriptions of the OSS functions to GCI's use of said system(s), are directly billable to GCI for the term of this Agreement.

12.3 Audits

12.3.1 MTA shall have the right (but not the obligation) to audit/monitor GCI's use and disclosure of MTA's OSS database information to ensure compliance with the terms of this agreement and applicable law.

12.3.2 Information obtained by MTA pursuant to this Section shall be treated by MTA as Confidential Information of GCI; provided that, MTA shall have the right (but not the obligation) to use and disclose information obtained by MTA to enforce MTA's rights under this Agreement or Applicable Law except that MTA shall disclose to GCI all information obtained in such audit.

12.3.3 Costs for such audits shall be solely the responsibility of MTA.

12.3.4 Forecasts: GCI will provide an initial quarterly forecast of order activity no later than ninety (90) days prior to providing local services. Thereafter, each Party, at each Party's expense, shall provide good faith quarterly forecasts of order activity two (2) weeks prior to each quarter based on the calendar year.

12.4 Local Service Request (LSR) Ordering Process

12.4.1 MTA shall, within 120 days of Commission Approval of this Agreement, accept and process Local Service Requests from GCI.

12.5 Access to Customer Data

12.5.1 MTA shall, within 120 days of Commission approval of this Agreement, accept and process requests from GCI for preorder data.

12.5.2 Requirements for Letter of Agency/Authorization are found in Section 5.3

12.6 Preorder Data Request

12.6.1 For existing MTA End User Customers, a preorder data request will be sent to MTA consisting of either:

- a) telephone or circuit number(s) (preferred).
- b) A combined service address with a customer name

- c) A commercial customer name
- d) billing number or billing name combined with a service address
- e) service account number(s)
- f) any other mutually acceptable method of query for preorder

12.6.2 Intentionally Left Blank

12.6.3 Where GCI requests new service for an End-User that does not have current Local service with either GCI or MTA there is no preorder.

12.7 Telephone Number Reservations: MTA shall, within 120 days of Commission approval of this Agreement, provide GCI with a process to reserve telephone numbers for GCI to assign to their End User customers.

12.8 Ordering and Provisioning

Order Types are described in Section 12 of this Agreement.

12.8.1 MTA shall, within 120 days of Commission approval of this Agreement, provide GCI with processes and procedures for ordering and determining order status; and MTA will make the following order activities available to GCI on a non-discriminatory basis:

- a) Scheduling of service installations and ability to quote scheduling availability;
- b) Facility availability for the End User Customer ordered service;
- c) MTA shall provide all Provisioning services to GCI during MTA's normal business hours. MTA and GCI will coordinate scheduling for all provisioning requests outside of normal business hours.
- d) MTA will notify GCI upon receipt of a GCI placed order. Upon establishment of an estimated Due Date, MTA will provide GCI with a Firm Order Confirmation (FOC) containing the MTA Estimated Due Date for order completion. Upon completion of the order, MTA will provide GCI with a dated completion notice.
- e) MTA shall provide GCI with the ability to suspend/restore dial tone service to customers.
- f) MTA shall provide GCI with the ability to modify service orders.

12.8.2 MTA shall provide notification to GCI of any instances when MTA's due dates are in jeopardy of not being met.

12.8.3 MTA shall provide notification to GCI of any instances when an order is rejected. All identified rejection criteria will be included on the reject notice.

12.8.4 Where MTA provides installation on behalf of GCI, MTA shall advise the GCI End User Customer to notify GCI immediately if GCI's End User Customer requests a service change at the time of installation.

12.9 Intentionally Left Blank

12.10 OSS Support for Maintenance and Repair Functions

12.10.1 MTA will perform nondiscriminatory maintenance and repair functions on GCI's behalf, for End User Customers for the telecommunications services described in this Agreement on a non-discriminatory basis.

12.10.2 The sequencing of all repair dispatches in queue shall be performed in the same manner as MTA does for itself.

12.10.2.1 MTA's trouble ticket priority is as follows:

- a) Medical necessity/Out of service;
- b) Out of service for business customers;
- c) Out of service for residential customers;
- d) *Business customers not out of service;*
- e) Residential customers not out of service

12.10.3 Intentionally Left Blank.

12.10.4 GCI may re-sequence the scheduling of repair dispatches for GCI customers within the normal course of MTA's repair schedule. This Section 12.10 is not intended to address the re-sequencing of all repair dispatches in queue, rather GCI's own dispatches in queue.

12.10.4.1 MTA will process GCI repair functions on a first-come first-serve basis according to Section 12.10 for GCI's repair dispatches in queue, unless otherwise requested by GCI to re-sequence its repairs. At times, due to MTA's field technician's location and workload, requests for Trouble Ticket Re-sequencing may not be accommodated. Fees associated with Trouble Ticket Re-sequencing are contained in Exhibit A.

12.10.5 Trouble Isolation.

12.10.5.1 MTA is responsible for the maintenance and repair of all of its regulated plant up to and including the NID or other demarcation point

at the End User location. GCI is responsible for maintenance and repair, except for MTA regulated plant, for its own End User Customers' network and network services, and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. GCI will perform trouble isolation testing on its own End User Customers' network and network services.

12.10.5.2 Intentionally Left Blank

12.10.5.3 GCI shall have access for trouble isolation testing purposes at the NID or equivalent demarcation point where technically feasible. Whenever GCI or GCI's agent (not including the GCI customer) is present at the NID, GCI will tag or label the NID, with the date and time of the trouble isolation test, the telephone or circuit number being worked, and the name or initials of the person performing the testing, and include trouble isolation testing results on the trouble ticket submitted to MTA, if the trouble isolation testing indicates the trouble to be in MTA's regulated plant up to and including the NID or other demarcation point.

12.10.5.4 In the event GCI or GCI's agent does not visit the NID because GCI's End User Customer is acting as GCI's agent, and GCI's End User Customer performed trouble isolation testing on GCI's behalf, GCI will include isolation testing comments as related to this trouble isolation test on the trouble ticket submitted to MTA if trouble isolation testing indicates the trouble to be in MTA's regulated plant up to and including the NID or other demarcation point. GCI agrees that GCI's End User Customer is acting on GCI's behalf for trouble isolation testing and GCI remains responsible for any charges due MTA per Exhibit A.

12.10.5.5 MTA will work cooperatively with GCI to resolve trouble reports when the trouble condition has been isolated by GCI, utilizing the guidelines found in this Section 12.10, and found to be outside of the GCI plant or the customer's equipment. MTA and GCI will report trouble isolation test results to the other.

12.10.5.5.1 In the event GCI isolates a trouble to the MTA network, and MTA dispatches and reports No Trouble Found then GCI shall be assessed the appropriate Labor Charge set forth in Exhibit A only if MTA's Local Tariff permits such charges to MTA's retail customers.

12.10.5.6 When GCI requests that MTA perform trouble isolation with GCI, a Maintenance and Repair Charge will apply if the trouble is found to be in the services and facilities within GCI's End User Customer's network. If the trouble is in GCI's End User Customer's services and facilities (post-NID), and GCI authorizes MTA to repair the trouble on

GCI's behalf, upon acceptance of the repair authorization, MTA will charge GCI the appropriate Charges set forth in Exhibit A.

12.10.5.7 When GCI fails to perform trouble isolation utilizing the guidelines found in 12.10 and MTA performs testing at GCI's request or as a result of GCI submitting a trouble ticket to MTA, a Maintenance and Repair Charge shall apply if the trouble is in the services and facilities within GCI's End User Customer's network. Maintenance and Repair charges are set forth in Exhibit A. Should GCI routinely fail to perform the contractually agreed upon trouble isolation process utilizing the guidelines found in this Section 12.10, MTA may pursue resolution through the Dispute Resolution process as described in Section 5.18.

12.10.5.8 GCI will:

- a. Not be charged a Maintenance and Repair charge if the problem is in the MTA network.
- b. Pay charges associated with a NTF situation only if the MTA local tariff permits such charges to MTA's retail customers.

12.10.6 MTA Trouble Tickets Opened by GCI

12.10.6.1 MTA shall provide GCI non-discriminatory use of MTA's OSS functions to request maintenance and repair services for the telecommunications services described in this agreement.

12.10.6.2 If GCI performs trouble isolation testing as described in Section 12.10 it will report the written results of the trouble isolation testing, concurrent with opening a trouble ticket with MTA.

12.10.6.2.1 Intentionally Left Blank

12.10.6.3 If GCI trouble isolation indicates MTA's regulated plant up to and including the NID or other demarcation point at the End User location to be at fault, GCI will open a trouble ticket with MTA. A ticket will not be opened without GCI supplying all the trouble isolation information described in Section 12.10.

12.10.6.4 When GCI performs trouble isolation, opens a trouble ticket and MTA subsequently performs testing in MTA's regulated plant up to and including the NID or other demarcation point at the End User location, a Maintenance and Repair charge will not apply unless the trouble is found to be in the services and facilities within GCI's End User Customer's Network. Maintenance and Repair charges are set forth in Exhibit A. Should GCI routinely fail to perform the contractually agreed upon trouble isolation, MTA may pursue resolution through the Dispute Resolution process described in Section 5.18.

12.10.6.5 MTA will accept the documented test results from the GCI testing group with confirmation that all of the elements contained in Section 12.10 have been completed. This information will be provided when GCI opens a trouble ticket with MTA.

12.10.6.6 Test Results: GCI and MTA will share test results upon request as an aid to diagnosing troubles.

12.10.6.7 Trouble Reporting and Dispatch Priorities The priority of the trouble ticket is set by the contents of the Trouble Type and Service Use fields. The priority can be changed during the open life of the ticket with changes in the circumstances of the trouble ticket. Repair priorities are described in Section 12.10.

12.10.7 Inside Wire Maintenance

12.10.7.1 Except where specifically required by state or federal regulatory mandates, or as may be provided for under this Agreement, MTA will not perform any repair or maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for GCI or its End User Customers.

12.10.8 Intentionally Left Blank

12.10.8.1 Intentionally Left Blank.

12.10.8.2 Intentionally Left Blank.

12.10.8.3 Intentionally Left Blank.

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12.10.8.6 Intentionally Left Blank

12.10.8.7 Testing TSR Services: MTA shall perform all Telecommunication Service testing for GCI's "Resale End-Users" in a manner consistent with that which MTA provides its own end-users.

12.10.8.8 Access to Tone Generation: MTA will provide GCI's field personnel with a call-in number anonymous to MTA Dispatch. GCI may request tone generation to GCI's "Resale End-Users." Tone Generation charges are set forth in Exhibit A.

12.10.8.9 Misdirected Repair Calls: GCI and MTA will employ the following procedures for handling misdirected repair calls:

12.10.8.9.1 GCI will provide their respective End User Customers with the correct telephone numbers to call for access to its repair bureau.

12.10.8.9.2 End User Customers of GCI shall be instructed to report all cases of trouble to GCI. End User Customers of MTA shall be instructed to report all cases of trouble to MTA.

12.10.8.9.3 In responding to repair calls, GCI's End User Customers contacting MTA in error will be instructed to contact GCI. End User Customers of MTA shall be instructed to report all cases of trouble to MTA. In no case will a 611 event be utilized in a marketing effort. In responding to calls, neither Party shall make disparaging remarks about each other.

12.10.9 Major Outages/Restoral/Notification

12.10.9.1 MTA will provide advance notification and a method to obtain completion status to GCI of planned major network outages that may affect GCI End User Customers. Processes for advance notification and service restoral notification will be documented in the Operations Manual. Service restoration will be nondiscriminatory and will be accomplished as quickly as possible according to MTA and/or industry standards.

12.10.9.2 MTA will provide network outage and restoral information to GCI for unplanned network outages in a nondiscriminatory manner. Processes for major outage notification and service restoral notification will be documented in the Operations Manual. Service restoration will be nondiscriminatory and will be accomplished as quickly as possible according to MTA and/or industry standards.

12.10.10 Preventative Maintenance

12.10.10.1 Preventative Maintenance is periodic maintenance, inspection, cleaning, updating, adjusting and repair to eliminate problems prior to affecting service.

12.10.10.2 MTA will perform scheduled maintenance for services provided under this agreement in a nondiscriminatory manner. MTA shall provide adequate advance notice of any scheduled maintenance that could potentially impact service to GCI customers.

12.10.10.3 Processes for maintenance activity notification will be documented in the Operations Manual.

12.10.11 Hours of Coverage

12.10.11.1 MTA shall provide Maintenance and Repair services to GCI during MTA's normal business hours. MTA and GCI will coordinate scheduling for all outside of normal business hours Maintenance and Repair requests. Applicable charges for Maintenance and Repair services within normal business hours and outside of normal business hours are listed in Exhibit A.

12.10.12 Escalations

12.10.12.1 The Joint Implementation Team will develop trouble escalation procedures. These procedures will be documented in the Operations Manual.

12.10.13 Dispatch

12.10.13.1 Upon the receipt of a written trouble report from GCI, MTA will follow internal processes to resolve all trouble conditions on a non-discriminatory basis.

12.10.13.2 Intentionally Left Blank

12.10.13.3 MTA reserves the right to dispatch to the End User's demarcation point without GCI authorization for major outage restoration and cable rearrangements.

12.11 Intentionally Left Blank

12.12 Performance, Metrics, and Reporting

12.12.1 This section addresses performance, metrics, and reporting associated with the telecommunications services described in this agreement that MTA provides to GCI. Pre-order requests, order provisioning and trouble ticket resolution volumes vary significantly for reasons, including but not limited to, seasonal fluctuations and complexity of orders and/or trouble tickets. Performance metrics reporting to GCI will allow GCI to validate and insure nondiscriminatory performance by MTA in the execution and operation of pre-order, order processing, provisioning, and repair functions.

12.12.2 Processes and procedures for performance metrics reporting functions will be provided and documented in an Operations Manual.

12.12.3 Intentionally Left Blank

12.12.4 MTA shall provide GCI weekly reports demonstrating compliance to the metrics set forth in this section.

12.12.4.1 The reports shall include information on: pre-order, order processing, order provisioning, order completion, trouble processing, and trouble completion. Each report type may be comprised of service categories and activity types. All reports shall compare performance of MTA for itself compared to its performance for GCI. In cases where non-electronic interfaces are in place, MTA shall report one pre-order query and one GCI order as the equivalent of one MTA order. Trouble ticket reports will be based on a ratio of open to closed trouble tickets during the reporting period. This metric will suffice for either a manual or an automated environment.

12.12.5 Service Order categories are Basic and Business Deluxe. The following are definitions of terms to clarify their use throughout the remainder of this section.

12.12.5.1 "BASIC (SIMPLE) ORDER" An order for services or facilities involving GCI single party voice grade service for residential or business customers, except as otherwise defined as "Business Deluxe (Complex) Orders"

12.12.5.2 "BUSINESS DELUXE (COMPLEX) ORDER" An order requesting installation, move, change, or disconnect of a multi-line business (i.e. Hunt, DID), PRI, Centrex or Special Circuit.

12.12.5.3 "CHANGE ORDER" Changes to existing subscribers accounts, including but not limited to Feature Changes, Suspends and Restorals and, billing or personal data for records keeping purposes.

12.12.5.4 "CONVERSION" Switching a customer from the current LEC to a new LEC or changing from one type of service to another (e.g. from Wholesale to Facilities Based). "Resale Conversion" means the conversion of a customer from one service provider to another that does not require the customer's service to be provisioned on the "New Provider's" switch or other facilities. A Resale Conversion involves a minor programming change in the "Old Provider's" switch and a change in billing. There is generally minimal out-of-service time associated with the programming change. Conversions may be done during regular business hours, "After Hours" (any time other than MTA's regular business hours), or on a "Time of Day" or "Hot Cut" basis (requiring coordination by the Parties as to the specific time of the conversion).

12.12.5.5 "DISCONNECT" Disconnect of existing subscriber's service. Includes port outs.

12.12.5.6 "INSTALL" Install orders include new installations for existing subscribers, new installations for new subscribers, and ports.

12.12.5.7 "MOVE" Subscriber moves within MTA service area from one location to another.

12.12.5.8 "PORT ONLY" Switches the customer's telephone number from one switch to the other.

12.12.5.9 Intentionally Left Blank

12.12.5.10 "PRE-ORDER QUERY" Request for data required to process a service order. Pre-order queries occur prior to the placement of a service order and may require data available through electronic, manual or a combination of methods.

12.12.6 Performance Requirements per state and federal regulations. MTA and GCI, at a minimum, must also meet the applicable state and federal requirements for conversion orders and number porting between wire line carriers.

12.12.6.1 Conversion Requirements: Where all necessary facilities and equipment are in place, a local exchange carrier shall complete the transfer of a customer to another local exchange carrier within seven working days of receiving a valid order for transfer of service. 3AAC 53.290g.

12.12.7 Performance Processing

12.12.7.1 Pre-order/Order Processing: For the purposes of preorder/ordering, GCI will have access to preorder information in substantially the same time and manner that MTA provides itself.

12.12.7.2 In the absence of an automated pre-order query tool, MTA will process one GCI Pre-Order and one GCI Order for each MTA order processed. This load sharing will remain in effect until such time as all orders for either party are exhausted. MTA shall work the remaining pre-order queries and orders of the other Party, until such time as the next request from the first Party is received or the automated pre-order query tool is available. When electronic ordering is available, parity shall be the requirement for order processing. In a backlog situation (meaning orders left over from the previous business day) MTA shall prioritize and process backlog orders before returning to the "one-for-one" processing schedule.

12.12.7.3 Provisioning Processing When electronic provisioning processing is available, parity shall be the requirement. In the absence of an automated interface for Provisioning, parity will be based on ratios of due dates assigned, missed and completed.

12.12.7.4 Notice of Order Completion. MTA shall provide completion notice for all orders due on a given day by 5 pm of that day.

12.12.7.5 Trouble and Repair Processing Because of seasonal fluctuations and complexity of trouble tickets, parity will be based on a ratio of open to closed trouble tickets during the reporting period. This metric will suffice for either a manual or an automated environment.

12.12.7.6 Notice of Trouble Resolution MTA shall provide completion notice for all GCI trouble (orders) resolved on a given day, by 9 pm of that day.

12.12.7.7 Metrics Reporting Performance metrics reports will compare pre-order, order, provisioning, and maintenance and repair functions for the telecommunications services described in this agreement between MTA and GCI. GCI may expressly rely on the accuracy of such reports should it be necessary to utilize such performance results as a factual basis in any proceeding. MTA may provide a revised report when discrepancies are identified.

12.12.7.8 Reporting Schedule The weekly performance reports for a given week are due by 5 PM of the following business day.

12.12.7.9 Self-Correcting out of compliance condition MTA shall be responsible for monitoring its compliance with the performance metrics in this section. Processing that is determined to have occurred outside of parity shall be addressed in Section 5.18.

12.12.7.10 Escalated Dispute Resolution GCI may invoke escalated dispute resolution upon discovery of continued out of compliance by MTA in accordance with Section 5.18.

SECTION 14.0 - DIALING PARITY

14.1 Description

14.1.1 Toll dialing parity provides customers the ability to route automatically, without the use of any carrier access code, long distance toll calls to a telecommunications provider of their choice. For '1+' and '0+' toll calls, customers may presubscribe to a primary carrier for interstate calling, and the same or different carrier for intrastate calling.

14.1.2 Each party shall permit telephone exchange service customers within a local calling area to dial the same number of digits to make a local telephone call notwithstanding the identity of the customer's, or the called party's, telecommunications service provider. This includes parity of "star" feature codes.

14.2 Terms and Conditions

14.2.1 MTA shall provide local and toll dialing parity to competing providers of telephone exchange service or telephone toll service, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

14.2.2 GCI agrees to pay MTA for each activation by a GCI Wholesale End User Customer of any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace). With respect to all such charges, MTA shall provide GCI with sufficient information to enable GCI to bill its End User Customers.

14.2.3 To support the resale of MTA services by GCI (wholesale or retail services), MTA will establish translations in its switching systems that replicate the various classes of service that MTA has established for its own customers. The classes of service will support such requirements as 411 deny, 900 deny, etc. Additionally, MTA will establish translations in its switching systems that permit dial tone lines purchased by GCI for resale to route the wholesale GCI Customer's calls for operator, directory assistance, time and temperature (844), and N11 (excluding 911, refer to Section 10 for 911 services) services to a provider of operator, directory assistance, time and temperature, and N11 services selected by GCI. MTA will provide this routing arrangement pursuant to an appropriate written request submitted by GCI and a mutually agreed-upon schedule. This routing arrangement will be implemented at GCI's expense, with charges determined on an individual case basis. GCI shall arrange, at its own expense, the trunking and other facilities required to transport GCI's traffic to GCI's selected provider of operator and directory assistance services, and other N11 routing requiring specialized routing as determined by GCI.

14.3 Rate Elements

14.3.1 Rate elements for dialing parity are contained in Exhibit A.

SECTION 16.0 - SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**MATANUSKA TELEPHONE
ASSOCIATION, INC.**

GENERAL COMMUNICATION, INC.

By: 

By: 

Printed: Gregory Berberich

Printed: Frederick W. Hitz III

Title: Chief Executive Officer

Title: VP Regulatory, Economics and Finance

Resale and Facilities-Based Interconnection Rates - Exhibit A

Row	Contract Reference	Rate Element	Rates		Unit
			Recurring	Nonrecurring	
1	6.2.1	Wholesale Discount Factor	26.5%	26.5%	per tariffed service
		Maintenance and Repair			
2	12.10.4	Trouble Ticket Re-Sequencing Fee		\$21.35	per use
3	12.10	Trouble Ticket History Query Request		\$14.05	per query
4	12.5.5.1	No Trouble Found		per tariff	
5	12.10.5.6/12.10.5.7	Normal Hours: Maintenance and Repair Charge		per tariff	
6	12.10.5.6/12.10.5.7	After Hours Maint. and Repair Charge		\$143.44	
7	12.10.5.6/12.10.5.7	Premium Maint. and Repair Charge		\$188.42	
8	12.10.5.6	GCI-Authorized Post-NID Labor Charge		Time and Materials	
9	12.10.8.8	TSR Tone Generator Request		\$5.01	per loop
10	12.10.8.8	After-Hours : TSR Tone Generator Request		\$7.52	per loop
11	12.10.8.8	Premium : TSR Tone Generator Request		\$10.03	per loop
		Local Number Portability/Other Customer Service			
12	12.12.1.1	Pre-Order Request - Basic COMMSOFT ONLY		\$1.21	per line per customer
13	12.12.1.1	After-Hours : Pre-Order Request - Basic COMMSOFT ONLY		\$1.82	per line per customer
14	12.12.1.1	Premium : Pre-Order Request - Basic COMMSOFT ONLY		\$2.43	per line per customer
15	12.12.1.2	Pre-Order Request - Deluxe COMMSOFT ONLY		\$2.15	<i>Units for Deluxe Orders are as follows:</i>
16	12.12.1.2	After-Hours : Pre-Order Request - Deluxe COMMSOFT ONLY		\$3.23	<i>Multi-Line or Centrex</i>
17	12.12.1.2	Premium : Pre-Order Request - Deluxe COMMSOFT ONLY		\$4.31	<i>per line per customer</i>
18	12.12.1.2	Pre-Order Request - Deluxe		\$17.37	<i>Switched Circuit, Private Line or Special Access</i>
19	12.12.1.2	After-Hours : Pre-Order Request - Deluxe		\$26.06	<i>per switched circuit, private line or special access per customer</i>
20	12.12.1.2	Premium : Pre-Order Request - Deluxe		\$34.75	
21	5.27.5	SPOC/Other Inquiry Fee		\$10.69	per query
22	12.8.5	Conversion Order: 50 Block DID Group		\$31.77	per 50-number-block
23	12.8.5	GCI Conversion Order - Non-Centrex		\$3.83	per line per order
24	12.8.5	After-Hours: GCI Conversion Order - Non-Centrex		\$5.75	per line per order
25	12.8.5	Premium: GCI Conversion Order - Non-Centrex		\$7.67	per line per order
26	12.8.5	GCI Conversion Order - Centrex Only		\$6.14	per line per order
27	12.8.5	After-Hours: GCI Conversion Order - Centrex Only		\$9.20	per line per order
28	12.8.5	Premium: GCI Conversion Order - Centrex Only		\$12.27	per line per order
29	12.12.5.4	After-Hours: Failed Conversion Call-Out		\$202.38	per call out
30	12.12.5.4	Premium: Failed Conversion Call-Out		\$269.84	per call out
31	12.12.5.4	Stand-By Time for Conversion:		Time and Materials	

Resale and Facilities-Based Interconnection Rates - Exhibit A

Row	Contract Reference	Rate Element	Rates		Unit
			Recurring	Nonrecurring	
	Other Fees				
32	Exhibit B 2 0	Map Fee		Time and Materials	
33	5.4.7	Late Fee	1% of balance		
34	5.1.3.5.5	Joint Testing		Time and Materials	
35	5.1.3.5.7	Cost Estimate Fee		Time and Materials	
36	6.2.1.4	PIC Change Fee		see tariff	
37	7.1.1	Third Party Transit Fee:		\$0.0034	per minute
38	7.3.1	Exchange Service (EAS/Local) - Interconnection Traffic	Bill and Keep		
39	12.2.11	OSS Start-Up		Time and Materials	
40	12.12.4	Performance Metric Reports - Setup Charge		\$4,495.55	
41	12.12.4	Performance Metrics Report Generation Fee	\$85.00		per month
42	14.2.3	Dialing Parity: Routing/Translations Fee (N11, N44) - Setup		Time and Materials	
	Collocation				
43	8.8.4	Cleaning Charge		Time and Materials	
44	8.1.1/8.22.9	Collocation Application Fee		\$2,266.29	per application
45	8.22.10	Collocation Implementation Fee		Time and Materials	
46	8.1.15/8.22.15	Preliminary Site Survey - Site Specific			
47		Palmer		Time and Materials	
48		Eagle River		Time and Materials	
49		Chugiak		Time and Materials	
50		Wasilla		Time and Materials	
51		Big Lake		Time and Materials	
52		Other		Time and Materials	
53	8.3.8/8.4.8/8.5.8/8.22.11	Quality Assurance Inspection:		Time and Materials	
54	8.22.11.1	Inspector Labor Charge		Time and Materials	
55	8.22.1	Site Preparation		Time and Materials	
56	8.1.11/8.22.14	Joint Testing and Retest		Time and Materials	

Resale and Facilities-Based Interconnection Rates - Exhibit A

Row	Contract Reference	Rate Element	Rates		Unit
			Recurring	Nonrecurring	
	Collocation (continued)				
57	8.22.15	Site Visit Charge			
58		Palmer		\$208.43	per site visit
59		Eagle River		\$310.32	per site visit
60		Chugiak		\$277.90	per site visit
61		Wasilla		\$264.01	per site visit
62		Big Lake		\$324.22	per site visit
63		Other		Time and Materials	
63	8.1.12	Composite Clock Synchronization	\$18.30		per port
64	8.22.1	Improved Floor Space	\$6.04		per square foot
65	8.22.2.2	Unimproved Floor Space	\$5.60		per square foot
66	8.22.3	Ground Space	\$0.34		per square foot
67	8.22.4.1	Building Entrance Facility/Innerduct Occupancy Fee	\$0.07		per foot
68	8.22.4.1	Building Entrance Facility/Duct-Conduit Fee	\$0.10		per foot
69	8.22.5.1	DC Power Rate	\$31.36		per 15 amp circuit
70	8.22.5.2	AC Power Rate	\$55.83		per 15 amp circuit
71	8.22.5.3	Backup AC Power Rate	\$4.62		per 15 amp circuit
72	8.22.5.4	AC Power Cost Adjustment Factor	see table below		
73	8.22.6	Distribution Frame Space	\$2.01		per block
74	8.22.8.1	Relay Rack Space	\$2.57		per 1.75' x 23" Block
75	8.22.8.2	Equipment Bay	\$178.97		per Bay
76	8.22.12	Security Charge (1)	\$2.17		per employee, per card
77	8.22.12	Security Charge (2)		\$24.65	per card
78	8.22.7	Cable Rack Space	\$0.44		per 50 feet
79	8.22.18	Maintenance Labor		Time and Materials	
80	8.22.19	Training Labor		Time and Materials	
81	8.22.20	Space Reservation Application Fee		\$2,266.29	per application
82	8.22.21	Space Reservation		6 times the Rate Amount	
83	8.9.11/8.10.2.7	Abandoned Equipment Fee		Time and Materials	
84	8.10.2.3	Equipment Removal Fee		Time and Materials	
85	8.10.2.4	Equipment Storage Fee		Time and Materials	

Resale and Facilities-Based Interconnection Rates - Exhibit A

Row	Contract Reference	Rate Element	Rates		Unit
			Recurring	Nonrecurring	
	Ancillary				
86	10.3.3.4	Pole Attachment Fee	\$82.87		per attachment, per year
87	10.3.3.5	Innerduct Occupancy Fee	\$0.82		per foot, per year
88	10.3.3.6	Duct/Conduit Fee	\$1.23		per foot, per year
89	10.3.3.1/10.3.4.1	Inquiry Fee		\$174.25	
90	10.3.3.3/10.3.4.3	Make-Ready Fee		Time and Materials	
91	10.3.3.7/10.3.3.2	Access Agreement Consideration Fee (NRC		Cost of Reconveyance	
92	10.3.3.7.1/10.3.5.1	Access Agreement Consideration Annual Fee	Agency Assessment		
93	10.3.3.2	Field Verification Fee (ROW, Poles, Manholes		\$146.62	
94	10.3.2.10	Final Inspection		Time and Materials	
95	10.3.2.11	Non Compliance Fee		Time and Materials	
96	10.3.2.12	Material Violation Inspection Fee		Time and Materials	
97	10.3.2.16	Termination Fee/Equipment Removal		Time and Materials	
98	10.3.2.20	Unauthorized Attachment Audit Fee		Time and Materials	
99	10.3.4.2.1	Tactical Planner Fee		Time and Materials	
100	10.3.7.1	Joint Use Relocation Fee		Time and Materials	

Annual Power Cost Adjustment (15 Amp Circuit)

The "Annual Power Cost Adjustment" table is to be consulted during the first billing cycle of each new calendar year. The Power Consumption Rate Element for the following year will reflect the Monthly Cost shown in the table to the right.	MTA's Avg. KWH Cost -	
	Prior Year	Monthly Cost
	\$0.060 - \$0.064	\$41.74
	\$0.065 - \$0.069	\$45.22
	\$0.070 - \$0.074	\$48.70
	\$0.075 - \$0.079	\$52.17
	\$0.080 - \$0.084	\$55.83
	\$0.085 - \$0.089	\$59.13
	\$0.090 - \$0.094	\$62.61
	\$0.095 - \$0.099	\$66.09
	\$0.100 - \$0.104	\$69.56
	\$0.105 - \$0.109	\$73.04
\$0.110 - \$0.114	\$76.52	
\$0.115 - \$0.119	\$80.00	
\$0.120 - \$0.124	\$83.48	

EXHIBIT B,

Deleted: "

OSS DATA ELEMENTS

MTA shall provide to GCI the data elements described in this Exhibit B according to the terms and conditions of this Agreement. Charges will apply as outlined in Exhibit A.

Section 1.0 General Requirements

1.1 MTA shall provide GCI nondiscriminatory OSS for preorder, order, provisioning, maintenance and repair services, and billing functions for the telecommunications services described in this agreement.

1.1.1 As additional tariff services are introduced MTA shall make any associated data elements available so that GCI may efficiently request and receive all customer data required for preordering, ordering, provisioning, maintenance and repair, and billing of the new services.

1.2 MTA shall allow GCI, via MTA OSS, to:

- Enter, submit, revise, and/or cancel GCI service orders;
- Receive acknowledgment that the service order was received;
- Receive FOC information for GCI orders, including:
 - MTA Service Order number;
 - Telephone number;
 - Due Date and, where applicable, time;
- Inquire to the availability of due dates;
- View service order status for GCI orders;
- Receive completion date and time for GCI orders
- Assign/reserve telephone numbers or blocks of numbers for assignment by GCI;
- Enter/Submit/revise, and/or cancel GCI trouble reports (tickets);
- Receive confirmation that the trouble report (ticket) data was received;
- Obtain trouble report (ticket) details for GCI troubles upon request
- View trouble report status of open GCI trouble report(ticket);
- Receive completion date and time and findings of trouble resolution;
- Line test for any resold service (i.e. UNE-P, wholesale, retail)

2.0 Customer Locations

2.1 MTA shall provide to GCI, upon contract approval, a map showing wire center boundaries with sufficient detail as to street name and platted lot boundaries for existing and new customer locations showing sufficient detail so

that GCI may adequately order, provision and trouble shoot GCI's End Users in the most efficient, seamless manner possible. This data, after the initial delivery, will be maintained by GCI through MTA's notice of network changes.

2.1.1 Serviceable Customer Locations. MTA shall provide to GCI access to the MTA Boundary Maps via Computer Disk within 6 days of approval of this Agreement by the Commission. These maps shall contain the boundaries per wire center, concentrator or remote, and include data to the street level and plotted lot boundaries within these boundaries.

Section 3.0 Query Based Data Requirements

3.1 MTA shall provide access to "query" based data at the request of GCI. "Query" based data is that which GCI requires prior to submitting an order to MTA, or during order pending stage, or after service has been established. This data cannot be provided in a "bulk" format because it is customer or location specific and changes frequently.

3.2 MTA shall allow GCI to query for data as described in Section 12.6. The queries shall pertain to an MTA customer switching their service(s) to GCI, or an existing GCI customer. The data response shall be provided by MTA whether data is stored and retrieved electronically, manually or a combination of the two.

3.3 Customer Record Data request is generally made as either a pre-order query, a query to status an order, or a query to validate information once an order is completed. The response to such query shall include, as applicable;

- Customer services, features, and equipment
- customer billing information (i.e. name, address, customer type, service classification);
- working telephone numbers and services for all addresses associated with account;
- all directory listing information including:
 - listed name;
 - listed telephone number;
 - listed address ;
 - listing placement;
 - listed nickname;
 - dual name listing;
 - non-standard telephone number;
 - current yellow page classified heading/heading code;
 - indents (indent text) ;
 - non-pub or non-list information ;
 - black dot indicator;
 - Classified Heading List;
 - professional identifier ;

- caption (or sub-listing) – all lines in current listing for each individual published number;
- additional listing;
- lines of information;
- cross reference listing;
- LIDB information;
- current LD PIC, Freeze PIC indicator;
- interLATA and intraLATA pre-subscription indicator;
- configuration data for services such as Line Overflow to Directory number, Call Forward, Remote Call Forward, etc.;
 - all line or directory hunt information including assigned numbers, sequence in hunt string, hunt group identification, hunting type, etc.
- service account number(s);
- telephone number(s);
- service address, including house number, community, street directional, street suffix, zip code;
- agency authorization;
- date of agency authorization;
- blocking or blocking exceptions;
- Trunk group or DID related data such as digits out, route index number, telephone line identifier, trunk group number, trunk group identifier, trunk group quantity, 100's (50's) number block quantity;
- circuit ID;
- any special exemptions on record;
- configuration information including:
 - billing telephone number for a trunk group;
 - channel code/network channel code, and signaling;(line parameters such as B8ZS or AMI coding, extended super-frames, wink or immediate start, ground or loop start signaling, Custom or National (for PRI), etc. for analog, private line and digital services
 - off-premise circuit/extension or line service locations and type (2-wire, 4-wire etc.);
 - translations such as pointing, routing, and channelization;
 - POTS and DID guiding point numbers; (telephone number relationship to PRI/DSS like services)
 - multipoint circuits, including data for all legs of circuit(i.e. addresses for each leg of circuit, associated billing codes and quantities);
 - PRI calling party number feature,
 - PRI 911 calling party number feature
 - Identification of active channels on the span
 - Channels associated with a Trunk Group

- Any telephone number associated with/assigned to a channel
- Specialized programming associated with the circuit, trunk group or channel such as custom parameters for PRI or POTS emulation, and features such as hunting or forwarding, and the configuration.
- Order due date
- Services requested on GCI pending or completed order.

Section 4.0 Availability of Data

4.1 In the event that electronic OSS is unavailable to GCI, MTA will provide the "Pre-order" "order" and "repair" information identified in this Exhibit to GCI via a mutually agreed upon alternate manual method. Processes for the queries and responses of data elements will be documented by in the Operations Manual.