R.C.A.
RECEIVED
08 JUL -1 PM 3:49

STATE OF ALASKA

THE REGULATORY COMMISSION OF ALASKA

Before Commissioners:

Robert M. Pickett, Chair
Kate Giard
Mark K. Johnson
Anthony A. Price
Janis W. Wilson

In the Matter of the Joint Petition by GCI COMMUNICATION CORP., d/b/a General Communication, Inc. d/b/a GCI and CORDOVA TELEPHONE COOPERATIVE , INC. for Approval of a Negotiated Facilities Interconnection and Resale of Telecommunications Services Agreement, Under 47 U.S.C. §§252	)	U-08- 076

SUBMITTAL FOR APPROVAL OF INTERCONNECTION AGREEMENT ADOPTED BY NEGOTIATION

GCI COMMUNICATION CORP., d/b/a General Communication, Inc. d/b/a GCI ("GCICC") and CORDOVA TELEPHONE COOPERATIVE, INC. ("CTCI") hereby jointly submit for the Commission's approval the attached Facilities Interconnection and Resale of Telecommunications Service Agreement ("Interconnection Agreement") which was adopted by negotiation.

Pursuant to the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. § 252(e)(1), "Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as

GCI Communication Corp.
2550 Denali Street, Suite 1000
Anchorage, AK 99503
(907) 265-5600

to any deficiencies." The Act provides that a State commission may reject an agreement adopted by negotiation only if it finds:

> (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
>
> (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.

47 U.S.C. § 252(e)(4), (ii).

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

GCICC, and CTCI respectfully request that the Commission approve the attached Interconnection Agreement between GCICC and CTCI.

DATED this 1ST July, 2008 at Anchorage, Alaska.

Respectfully submitted,

GCI COMMUNICATION CORP.

BY: _____

Mark Moderow
Corporate Counsel

GCI Communication Corp.
2550 Denali Street, Suite 1000
Anchorage, AK 99503
(907) 265-5600

CORDOVA TELEPHONE COOPERATIVE INC.

BY: _____
Paul J. Jones, Associate Attorney
Kemppel, Huffman, and Ellis PC
for CTCI

VERIFICATION

I, Mark Moderow, verify that I believe the statements contained in this pleading are true and accurate.

_____
Mark Moderow

SUBSCRIBED AND SWORN to before me this 1st day of July, 2008.

NANCY NEWELL NOTARY PUBLIC STATE OF ALASKA My Commission Expires: May 06, 2010

_____
Notary Public in and for Alaska
My commission expires: May 06, 2010

Certificate of Service

A true and correct copy of the foregoing was served by U.S. Mail on July 1, 2008:

Paul J. Jones, Associate Attorney
Kemppel, Huffman and Ellis
255 E. Fireweed Lane
Suite 200
Anchorage, AK 99503

_____
Nancy Newell

GCI Communication Corp.
2550 Denali Street, Suite 1000
Anchorage, AK 99503
(907) 265-5600

Resale and Facilities Interconnection Agreement

Terms and Conditions for Facilities Interconnection,

And Resale of Telecommunications Services

Between

Cordova Telephone Cooperative, Inc.

And

General Communication Inc.

Agreement signed by the parties: _____

RCA Approval: _____

Agreement Effective : _____

Agreement Renewal: _____

TABLE OF CONTENTS

Section 1.0 – General Terms 5

Section 2.0 – Interpretations and Construction 6

Section 3.0 – New Customer Information 9

Section 4.0 – Definitions 11

Section 5.0 – General Terms and Conditions 22
5.1 General Provisions 22
5.2 Term of Agreement 23
5.3 Letter of Agency 23
5.4 Payment 24
5.5 Taxes 25
5.7 Force Majeure 27
5.8 Limitation of Liability 27
5.9 Indemnity 28
5.10 Intellectual Property Rights 29
5.11 Warranties 29
5.12 Assignment and Subcontract 29
5.13 Default 30
5.14 Disclaimer of Agency 30
5.15 Severability 30
5.16 Nondisclosure 31
5.17 Survival 33
5.18 Dispute Resolution 34
5.19 Intentionally Left Blank 37
5.20 Controlling Law 37
5.22 Notices 39
5.23 Responsibility of Each Party 40
5.24 No Third Party Beneficiaries 41
5.25 Regulatory Approvals 41
5.26 Expedited Special Request 41
5.27 Implementation 41
5.28 Amendments 42
5.29 Entire Agreement 42
5.30 Joint Work Product 42
5.31 Parity of Service 42
5.32 Audits and Examinations 43
5.33 Intentionally Left Blank 43
5.34 Remedies 43
5.35 Waivers 44
5.36 Headings Not Controlling 44
5.37 Counterparts 44
5.38 Successors and Assigns 44

5.39 Compliance 44

Section 6.0 – Resale 45
6.1 Telecommunications Services Provided for Resale 45
6.2 General Terms and Conditions 45
6.3 Facilities 49
6.4 Notices 49
6.5 Responsibilities of the Parties 49
6.6 Branding 50
6.7 Intercept Treatment and Transfer Service Announcements 51
6.8 LIDB 51

Section 7.0 – Interconnection 52
7.1 Interconnection 52
7.2 Exchange of Traffic 53
7.3 Intercarrier Compensation: Reciprocal Compensation/Bill and Keep 57
7.4 Ordering 58
7.5 Local Interconnection Data Exchange for Billing 58
7.6 Signaling Systems and Call Related Databases 58
7.7 General Provisions 59
7.8 Network Maintenance and Management 59
7.9 Network Security 60

Section 8.0 - Intentionally Left Blank 62

Section 9.0 - Intentionally Left Blank 63

Section 10.0 – Ancillary Services 64
10.1 Local Number Portability 64
10.2 Basic 911 and Enhanced 911 Emergency Service 67
10.3 Access to Poles, Stub Poles, Ducts, Conduits, and Rights-of-Way 69

Section 11.0 – Law Enforcement and National Security 83

Section 12.0 – Resale and Interconnection Support Processes ("RISP"), Database information, and functions. 84
12.1 Customer and Network Database Information 84
12.2 Terms and Conditions for Access to Customer and Network Database Information 84
12.3 Forecasts 85
12.4 Local Service Request (LSR) Ordering Process 86
12.5 Access to Customer Data 86
12.6 Preorder Data Request 86
12.7 Telephone Number Reservations 87
12.8 Ordering and Provisioning 87
12.9 Intentionally Left Blank 88

12.10 Resale and Interconnection Support Process for Maintenance and Repair Functions 88
12.11 Intentionally Left Blank 93
12.12 Performance, Metrics, and Reporting 93

Section 13 - Intentionally Left Blank 99

Section 14 – Dialing Parity 100
14.1 Description 100
14.2 Terms and Conditions 100
14.3 Rate Elements 101

Section 1.0 – General Terms

This Interconnection and Resale Agreement (the "Agreement") is by and between GCI Communication Corp. ("GCI"), an Alaska Corporation, and Cordova Telephone Cooperative, Inc. ("CTC"), an Alaska telephone cooperative (collectively, the "Parties"), to establish the rates, terms, and conditions for local interconnection, number portability, dialing parity, access to rights-of-way, and local resale, as and to the extent required under Section 251(a) and (b) of the Telecommunications Act of 1996 (the "Act") (47 U.S.C. § 251 (a) and (b)).

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 and CTC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, GCI wishes to purchase Telecommunications Services for resale to others, and CTC will provide such service in accordance with this Agreement; and

WHEREAS, GCI wishes to purchase some ancillary services and functions and additional features, to the extent required under Section 251(a) and (b) of the Act, which are specifically included in this Agreement, and to use such services for the provision of its Telecommunications Services to others, and CTC will provide such services; and

WHEREAS, CTC wishes to purchase Telecommunications Services for resale to others, and GCI will provide such service in accordance with this Agreement; and

WHEREAS, CTC wishes to purchase some ancillary services and functions and additional features, to the extent required under Section 251(a) and (b) of the Act, which are specifically included in this Agreement, and to use such services for the provision of its Telecommunications Services to others, and GCI will provide such services; and

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

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

Section 2.0 – Interpretations 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 the 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 the Effective Date set forth in Section 5.2 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by CTC or GCI concerning the interpretation or effect of the Existing Rules or an admission by CTC or GCI that the Existing Rules should not be changed, vacated, dismissed, stayed, or modified. Nothing in this Agreement shall preclude or estop CTC 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 either Party, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the RCA for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the RCA and

shall be applied on a prospective basis from the effective date of the legally binding RCA decision, unless otherwise ordered by the RCA. 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.

2.3 Unless otherwise specified in this Agreement or specifically determined by the RCA, in cases of conflict between this Agreement and CTC's Tariff, methods and procedures, technical publications, policies, product notifications, or other CTC documentation relating to CTC'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.

2.4 This Agreement is not intended, and shall not be interpreted, to require CTC to provide any service to GCI or any other person that is not required under Section 251(a) or (b) of the Act. This Agreement is not intended, and shall not be interpreted, to require GCI to provide any service to CTC or any other person that is not required under Section 251(a) or (b) of the Act. In particular, this Agreement shall not be interpreted to require CTC or GCI to provide any service, network element, or functionality that is required under Section 251(c) of the Act. Under no circumstances shall this Agreement or CTC's negotiation or performance of this Agreement be construed as a waiver or compromise of CTC's rural exemption under Section 251(f) of the Act. Under no circumstances shall this Agreement or GCI's negotiation or performance of this Agreement be construed as an assumption of the obligations of an incumbent local exchange carrier.

2.5 CTC will not initiate any request for suspension and modification under Section 251(f)(2) of any Section 251(a) or (b) obligation that would affect the terms of this Agreement and waives any rights it may otherwise have to do so for the duration of this Interconnection Agreement.

2.6 GCI will not initiate any request to CTC for interconnection, service, or network elements under Section 251(c) of the Act or otherwise seek to terminate CTC's rural exemption from the obligations set forth in Section 251(c), and hereby waives any rights it may otherwise have to do so for the duration of this Agreement.

Section 3.0 – New Customer Information

3.1 Except as otherwise required by law, a Party 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 the other Party's execution of this Agreement. The purchasing Party shall complete the providing Party's "New Customer Questionnaire," as it applies to obtaining interconnection, ancillary services, and/or resale of Telecommunications Services hereunder. This Section 3.0 shall not apply to a carrier that has established a favorable telecommunications service and payment history with the providing Party of at least five (5) years.

3.2 Prior to placing any orders for services under this Agreement, the purchasing Party will complete the providing Party's "New Customer Questionnaire" in order to determine the providing Party's system requirements to support the purchasing Party's 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:
- Network Outage 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 CTC or GCI wishes to provide service with approval from the RCA.

3.3 A request for a particular service, function or report in this questionnaire does not constitute a guarantee that CTC or GCI 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 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 Consultative Committee on International Telegraphy and Telephony ("CCITT").

"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 RCA.

"Activity Types" see "RISP Activity Types".

"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.

"After Hours" refers to work requested by a Party anytime outside of CTC's regular business hours.

"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 RCA, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the RCA.

"Approval Date" is the date on which RCA approval of the Agreement is granted.

"Alliance for Telecommunications Industry Solutions" ("ATIS") 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 ("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")

"Basic Exchange Telecommunications Service" means, unless otherwise defined in RCA 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" see "Invoice Date"

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

"Calling Party Number" ("CPN") is a Common Channel Signaling ("CCS") parameter which refers to the 10-digit number transmitted through a network identifying the calling party.

"Carrier" or "Common Carrier" see "Telecommunications Carrier".

"Central Office" ("C.O.") is 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:

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

"Commission" or **"RCA"** means the Regulatory Commission of Alaska.

"Common Channel Signaling" ("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" ("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 CTC 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" shall have the meaning set forth in 12.12.5.4

"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).

"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 Services (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 CTC owned or controlled facilities cease, and where ownership or control of facilities by GCI, GCI's End User Customer, the premises' owner, or the premises' landlord begins. Alternatively, Demarcation Point may mean the point where GCI owned or controlled facilities cease, and where ownership or control of facilities by CTC, CTC's End User Customer, the premises' owner, or the premises' landlord begins.

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

"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.

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

"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

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

"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 carrier.

"Exchange Service" or **"Local Exchange Service"** or **"Extended Area Service" ("EAS")/Local Traffic"** means telephone or exchange service traffic that is originated and terminated within the same Local Calling Area as determined by the RCA.

"Facilities Based Operator" ("FBO") shall mean the Facilities Based Operator selling Local Exchange Service to the purchasing Party for resale to the purchasing Party's Customers.

"FCC" means the Federal Communications Commission.

"Firm Order Confirmation" ("FOC") is the documentation that provides the due date the providing Party has assigned to an 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" ("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.

"Interconnection Agreement" or **"Agreement"** is an agreement entered into between CTC 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" ("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.

"Invoice Date" Date upon which the bill is rendered

"Letter of Agency" ("LOA") shall be as defined 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.

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

"Local Exchange Carrier" ("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 Network" is a Party's local wireline network within the wireline Local Calling Area.

"Local Exchange Routing Guide" ("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" or ("LIS") is the provision of Interconnection as described in Section 7 of this Agreement.

"Local Number Portability" ("LPN") shall have the meaning set forth in Section 10.

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

"Location Routing Number" ("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.

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

"Mid-Span Meet" means an interconnection between two networks designated by two Telecommunications Carriers whereby each provides its own cable and equipment up to the meet point of the cable facilities.

"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.

"Network Interface Device" ("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 the Party'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" ("911") shall have the meaning set forth in Section 10.

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

"North American Numbering Plan" ("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 three-digit NPA code (commonly referred to as the area code) followed by a three-digit NXX code and four-digit line number.

"Number Portability Administration Center" ("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" ("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 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") 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.

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

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

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

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

"Point of Interface," "Point of Interconnection," ("POI") shall have the meaning defined in Section 7, subsection 7.1.1.3

"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.

"Premises" refers to CTC's or GCI's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by CTC or GCI that house its local network facilities; all structures that house CTC or GCI local 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 CTC or GCI 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" ("PSAP") is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

"Rate Center" Shall mean a Party's local calling area within which calls can be made without toll charges and which does not include the provision of extended area services. It is identified by specific vertical and horizontal ("V&H") coordinates.

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

"Resale" See description set forth in section 6.1.1.

"Reseller" shall mean the Party reselling the Facility Based Operator's Telecommunications Services.

"Resale and Interconnection Support Processes" ("RISP"), for the purposes of this Agreement, provides for the functions of preordering, ordering, provisioning, maintenance and repair and billing as and to the extent required to implement the services required by Section 251(a) and (b) of the Act.

"Service Date" ("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" ("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" ("SPOC") is defined as points of contact for procedures concerning all activities involved in the ordering, provisioning and maintenance and repair of resold services or for interconnection in accordance with this Agreement.

"SPOC" See "Single Point Of Contact".

"Tariff" as used throughout this Agreement refers to the providing Party's approved prices, terms and conditions governing Local Exchange Service provided pursuant to the Party's local exchange certificate unless otherwise indicated.

"TBD" means To Be Determined.

"Technically Feasible" Interconnection between CTC and GCI switches shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection. 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 RCA by clear and convincing evidence that such Interconnection 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 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.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CTC or GCI 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 CTC, GCI 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 CTC or GCI 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 – General Terms and Conditions

5.1 General Provisions

5.1.1 Scope of This Agreement

This Agreement, including the Table of Contents, Section 1.0 through 15.0, 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 order processing details, as and to the extent required under Section 251(a) and (b) of the Act. 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 Act, in the FCC's, and in the RCA's Rules and Regulations as of the Approval Date of this Agreement.

5.1.2 The Parties shall notify each other, 45 days in advance, of any network changes that will affect the other Party's local exchange performance, ability to provide local exchange service or interoperability. Normal maintenance and other activities that are transparent to the other Party and its end users are excluded from this requirement.

5.1.3 The rates in Exhibit A are intended to reimburse the Parties for the cost of providing interconnection and resale services including customer conversions, interconnection, resale service, and access to ducts, poles, stub poles, and rights of way. The Parties will not impose unilateral revisions to rate elements contained in Exhibit A, including adding new rate elements not contained in Exhibit A. However, if CTC or GCI later identifies a revision to an existing charge in Exhibit A, or a charge as missing from Exhibit A, the Parties agree to work cooperatively to negotiate a rate for such revision or service. If the Parties are unable to reach agreement, they shall submit the matter to Dispute Resolution or to the RCA. This Section is inapplicable to products and services purchased by the Parties through other means, including but not limited to CTC's or GCI's tariffs.

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 RCA's Approval Date of this Agreement ("Effective Date"). 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 RCA order.

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

5.2.3 Upon expiration of the initial term of this Agreement, the term of this Agreement shall be automatically extended for a one-year (1-year) term unless either Party provides to the other Party written notice of termination of this Agreement at least 180 days prior to the end of the initial term. If the term of this Agreement is so extended, the extended term shall be automatically extended for successive one-year (1-year) terms unless either Party provides to the other Party written notice of termination at least 180 days prior to the end of any such extended term of this Agreement.

5.3 Letter of Agency

5.3.1 Each Party agrees and certifies that, prior to submitting a preorder request or order request to the other Party relating to an existing End User Customer, it will obtain a valid Letter of Agency (LOA) or/and Third Party Validation (TPV) authorizing the requesting Party, on the End User Customer's behalf, to obtain End User Customer information and change End User Customer's telecommunications service provider. The LOA and TPV shall include confirmation that the request is made by: (1) the party identified in the account record of the existing common carrier as responsible for payment of the telephone bill; (2) an adult person authorized by such party to change telecommunications services or to charge services to the account; or (3) a person contractually or otherwise lawfully authorized to represent such party regarding changes in telecommunications services. Access shall be provided to the customer data for any subscriber without requiring production of a signed LOA or TPV based upon the blanket representation that the subscriber has authorized the Party to obtain such data. CTC and GCI have the right, at any time, to audit a claim that a valid LOA or TPV exists. Upon five (5) days' notice, CTC 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 CTC 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, provided, however, that during the first six (6) months after preorders and orders

begin, a party shall be entitled to request on a sample basis copies of LOAs and/or TPVs for up to two (2) customers per week for which it received preorder or order requests. Such sample audit requests shall be fulfilled within five (5) days.

5.4 Payment

5.4.1 The Parties shall provide a billing once per month for recurring services to be provided for that month and for nonrecurring services from the previous month or months. The billing shall be made available on the billing Party's website or via e-mail as the billing Party prefers on the Invoice Date in the format specified in the Operations Manual. The Parties agree to pay all amounts billed under this Agreement within thirty (30) days of the invoice date. Payment shall be made in immediately available funds. 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 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 Intentionally Left Blank.

5.4.3 Intentionally Left Blank.

5.4.4 If GCI or CTC dispute, in good faith, any portion of the nonrecurring charges or monthly billing under this Agreement, the billed Party will pay the disputed charges and notify the billing Party in writing no later than the payment due date identifying the amount, reason, and rationale of such dispute. The Parties agree 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 In the event a disputed amount is ultimately resolved in the billed Party's favor, the billing Party agrees to pay interest to the billed Party at the interest rate 0.02734% per day or, if less, the daily rate associated with the maximum annual rate of interest allowed under law.

5.4.4.2 If disputed charges are resolved in favor of the billed Party, the billing Party shall, no later than the second bill date after the resolution of the dispute: (1) credit the billed Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to the billed Party, if the disputed amount is greater than the bill to be credited.

5.4.4.3 If an error is discovered on a bill, the Parties may dispute the bill or bill the additional charge during a period up to six (6) months after

the date of the bill. Both Parties shall use the dispute resolution provisions of this agreement to resolve the discovered error.

5.4.5 In recognition of their existing business relationship, the Parties agree that no initial deposit shall be required for the additional services provided under this Agreement. If either Party is repeatedly delinquent in making its payments or is being reconnected after a disconnection of service or discontinuance of the processing of orders due to a previous nonpayment of amounts due, the billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received after the payment due date, two (2) 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 preceding six (6) months of the services ordered pursuant to this Agreement. The deposit may be a surety bond if allowed by the applicable RCA regulations or a letter of credit with terms and conditions acceptable to the billing Party. Required deposits are due and payable within thirty (30) calendar days after demand by the billing Party.

5.4.6 The billing Party may review the billed Party's level of services periodically and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in Section 5.4.5.

5.4.7 Amounts due and payable, which are not paid on or before the Payment Due Date including amounts that are the subject of dispute resolution under 5.18, are subject to a one time late charge plus a recurring finance charge assessed on the total amount outstanding at a rate of 0.02734% per day or, if less, the daily rate associated with the maximum annual rate of interest allowed under law.

5.4.8 In consideration of the services provided by one Party to the other Party as set forth in this Agreement, the other Party shall pay the charges set forth in Exhibit A.

5.4.9 Intentionally Left Blank.

5.4.10 Both Parties are responsible for communicating with their own End-Users and shall not contact the other Parties End-Users in regard to Payment or service provision.

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 Each Party 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
Employer's Liability	$1 Million
Automotive Liability	$1 Million per occurrence

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

5.6.2 Required limits may be satisfied through primary and umbrella or excess policies; all insurance coverage shall be underwritten by companies having a Bests rating of A- or better and are licensed to do business in the State of Alaska. All policies required by the Parties shall be deemed to be primary and not contributing to or in excess of any similar insurance coverage purchased or maintained by either Party.

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 each Party as an Additional Insured at the time that Party occupies or uses the other Party's space. The Parties shall produce Certificate(s) of Insurance, including a copy of the Additional Insured Endorsement prior to each Party's performance under this Agreement and annually thereafter as long as a Party uses or occupies the other Party's space. Each Party, or its insurer, shall provide the other Party 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 a Party's equipment remains within the other Party's space, whichever is later. Each Party's obligation to provide insurance coverage 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, mud slides, avalanches, tsunami, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 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. The providing Party's liability to the other Party for any other losses shall be limited to a cumulative of the total amounts charged to the purchasing Party 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 to 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, property or the environment arising out of or in connection with this Agreement, 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, 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 Indemnitee for any such loss, injury, liability, claim or demand. The Indemnitee 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 Indemnitee 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 Indemnitee without approval of the Indemnifying Party. This indemnification includes regulatory liability that may be incurred by either Party, such as the Occupational Safety and Health Administration ("OSHA").

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

5.11.1 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 CTC to any unaffiliated party shall be subject to RCA 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 either seek relief in accordance with the Dispute Resolution provision of this Agreement or pursue other legal options to collect. 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 databases; (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; (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 FCC and the RCA 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 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

a) was at the time of receipt already known to the Receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to the delivery by the Disclosing Party; or

b) is or becomes publicly known through no wrongful act of the Receiving Party; or

c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; or

d) is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

e) is disclosed to a third person by the Disclosing Party without similar restrictions on such third person's rights; or

f) is approved for release by written authorization of the Disclosing Party; or

g) is required to be disclosed by the Receiving Party pursuant to Applicable Law or regulation provided that the Receiving Party shall give sufficient notice of the requirement to the Disclosing Party to enable the Disclosing Party to seek protective orders.

5.16.9 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.

5.16.9.1 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 interconnection account 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.

5.16.9.2 Upon the specific order of the RCA, 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 RCA procedures and further provided that the Receiving Party provides such notice as the RCA directs to the Disclosing Party, in order to allow it to prosecute such procedures to their completion.

5.17 Survival

5.17.1 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 CTC and GCI arising out of this Agreement or its breach. Each Party reserves its rights to resort to the RCA or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either CTC 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 through good faith negotiations under the dispute escalation procedures set forth in Section 5.18.5. 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 Parties.

5.18.3 Intentionally Left Blank.

5.18.4 Intentionally Left Blank.

5.18.5 Dispute Escalation

5.18.5.1 Upon delivery and receipt of a Resolution Request, 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 for five (5) business days after the delivery of the complaining Party's Resolution Request, 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.

5.18.5.3 In the event that the meeting or conference call specified in Section 5.18.5.2 above does not resolve such matter, the Chief Executive

Officer/General Manager of each Party, or other senior management personnel who is authorized to bind the 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 thirty (30) working days after approval of this contract by the 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 at 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; Provisional 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 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 RCA Review: The Standing Arbitrator's decision shall be subject to review and approval by the RCA. In such review, the RCA 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 by 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 RCA or the FCC as provided by state and federal law. Each Party reserves the right at any time to pursue regulatory remedies before the RCA or FCC.

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 or 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

5.18.7.1 During the course of the 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 preceding sentence shall not excuse a Party from a duty otherwise set forth in this Agreement to pay charges while a dispute of such charges is pending (See, e.g., Section 5.4.4). 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 RCA approves.

5.19 Intentionally Left Blank

5.20 Controlling Law

5.20.1 This Agreement is entered into between the Parties 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 each Party or its employees, contractors, or agents introducing an Environmental Hazard into a work location, the purchasing Party shall fully inform the providing Party in writing of its planned actions at such work location and shall receive the providing Party written permission for such actions, and the purchasing Party 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. The providing Party shall in no event be liable to the purchasing Party for any costs whatsoever resulting from the

presence or release of any Environmental Hazard that the purchasing Party causes, introduces, or contributes to the affected work location. The purchasing Party shall indemnify, defend (at the providing Party's request), and hold harmless the providing Party and each of the providing Party's officers, and directors, and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that the purchasing Party, its contractors or its agents cause, introduce, or contribute to the work location. The purchasing Party shall be responsible for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for environmental hazards the purchasing Party causes or introduces to the affected work location.

5.21.3 In the event any suspect material within the providing Party -owned, operated, or leased facilities are identified to be asbestos-containing, the purchasing Party will, at the purchasing Party's expense, notify the providing Party 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 C.F.R. Section 1910.1001, such purchasing Party 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 the purchasing Party or equipment placement activities that result in the generation or disturbance of asbestos containing material, the purchasing Party 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 the other Party's equipment or operations, including, but not limited to, contamination of equipment.

5.21.4 Within ten (10) business days of the purchasing Party request for any space in a providing Party-owned or controlled facility, the providing Party 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 the providing Party's possession under this Agreement if it is in the possession of an employee, agent, or authorized representative of the providing Party.

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, the providing Party shall offer an alternative space, if available, for the purchasing Party's consideration. If interconnection is complicated by the presence of environmental contamination or hazardous

materials, and an alternative route is available, the providing Party shall make such alternative route available for the purchasing Party's consideration.

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

5.21.7 Nothing in this section shall be construed as authorizing or requiring collocation of facilities.

5.22 Notices

5.22.1 Documents sent between CTC and GCI that require action within specified time frames shall be sent by certified mail with return receipt, facsimile, email, or hand delivery. Hand delivered documents shall be date stamped or noted otherwise by the receiving Party to record the date of receipt. For delivery by email, the time at which an email is sent will be the time that it is considered received, provided that the email is in fact delivered to the email server of the intended email address. 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, provided that the facsimile is in fact delivered to the intended facsimile number; or the date stamp where the documents were hand-delivered. Notwithstanding anything to the contrary stated above: (1) if the receiving Party demonstrates that an email was in fact received at the receiving Party's email server more than one (1) hour after the time at which it was sent, the time of receipt shall be the time it was received by the receiving Party's email server; and (2) if a document is sent by email or facsimile and is sent after regular business hours for the receiving party, the time of receipt shall be the beginning of the next regular business day of the recipient Party.

To GCI

Name:	Frederick W. Hitz, III
Title:	VP, Regulatory, Finance, and Economics
Address:	GCI Communications Corporation 2550 Denali Street, Suite 1000 Anchorage, AK 99503
Facsimile:	(907) 868-5676
E-mail:	rhitz@gci.com

Name:	Mark Moderow
Title:	Corporate Counsel
Address:	GCI Communications Corporation 2550 Denali Street, Suite 1000 Anchorage, AK 99503
Facsimile:	(907) 868-5676
E-mail:	mmoderow@gci.com

To CTC

Name	Paul Kelly
Title:	General Manager
Address:	Cordova Telephone Cooperative, Inc. P.O. Box 459 Cordova, Alaska 99574
Facsimile:	(907) 424-2344
E-mail:	paul@ctcak.net

Name	Dean Thompson
Title:	Corporate Counsel
Address:	Kemppel, Huffman & Ellis, P.C. 255 E. Fireweed Lane, Suite 200 Anchorage, AK 99503
Facsimile:	(907) 276-2493
E-mail:	ddt@khe.com

5.23 Responsibility of Each Party

5.23.1 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

5.24.1 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 RCA for approval in accordance with Section 252 of the Act. In the event that the RCA 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. Notwithstanding the foregoing, in the event either Party is no longer authorized to provide local exchange telecommunications service in CTC's service area as a result of a binding order of a court or the RCA, this Agreement shall be suspended, but such suspension shall not work to extend the term of this Agreement

5.26 Expedited Special Request

5.26.1 Expedited special request charges apply when special arrangements and/or management efforts are required to meet the purchasing Party's requested due date or service requirements and the purchasing Party requests such arrangements or efforts after notification that expedited special request charges are applicable.

5.27 Implementation

5.27.1 The Parties agree that the procedures required to implement this Agreement will be determined and documented in the Operations Manual. The Parties recognize that some further or revised procedures may be necessary after the signing of this Agreement. Thus to the extent any procedures have not been completely determined or documented and further or revised procedures are necessary, the Parties commit to reaching final resolution regarding these procedures within sixty (60) days after either Party notifies the other Party in writing of such procedures.

5.27.2 Intentionally Left Blank.

5.27.3 If either Party's internal processes and procedures change and this change may affect the other Parties' ability to efficiently conduct business, the Parties will coordinate addressing the impact of such change and modify the Operations Manual as needed. Should there be any conflict between the terms of this Agreement and the Operations Manual, the terms of this Agreement shall control.

5.27.4 Intentionally Left Blank.

5.27.5 Intentionally Left Blank.

5.27.6 Intentionally Left Blank.

5.27.7 The obligations set forth in this Agreement are not dependent upon the completion of the Operations Manual.

5.28 Amendments

5.28.1 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

5.29.1 This Agreement 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

5.30.1 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

5.31.1 CTC and GCI shall perform their obligations and duties under the Agreement in a non-discriminatory manner. For those functions and services that a Party provides to the other Party under this Agreement that are analogous to the functions and services it provides to itself in conjunction with its retail service offerings, that Party must provide such functions and services to the other Party in substantially the same time and manner as it provides to 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., the Party does not provide a similar retail service or function to itself in conjunction with its retail offerings), the providing Party must perform such services and functions for the other Party in a

manner that provides the other Party 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 one (1) 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 perform 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 in this Agreement 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

5.36.1 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

5.37.1 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

5.38.1 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, CTC and GCI agree to keep and maintain in full force and affect 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 applicable requirements of the Act, and FCC and RCA Rules and Regulations, CTC shall make available to GCI for resale Telecommunications Services that CTC currently provides at retail within GCI's service area under CTC's certification as a local exchange carrier to subscribers or may provide hereafter at retail to subscribers who are not Telecommunications Carriers. At the request of CTC, and pursuant to the applicable requirements of the Act, and FCC and RCA rules and Regulations, GCI shall make available to CTC for resale Telecommunications Services that GCI currently provides at retail within CTC's service area under GCI's certification as a local exchange carrier to subscribers or may provide hereafter at retail to subscribers who are not Telecommunications Carriers. The Telecommunications Services provided by one Party to the other Party pursuant to this Section 6.0, Resale, are collectively referred to as "Local Resale."

6.1.2 Intentionally Left Blank

6.1.3 GCI will provide local retail services for resale in each of CTC's local calling areas under the provisions of this Agreement no sooner than sixty (60) days after GCI begins serving its first local service customer provisioned on GCI's own network in that local calling area, excluding service provided to GCI employees or GCI corporate lines, test lines, and service provisioned using facilities leased from CTC.

6.1.4 Should CTC choose to purchase for resale to its End Users, GCI's local services under an agreement, tariff offering, or special contract other than this Agreement, the terms and conditions of that arrangement shall supersede the terms and conditions of this Agreement.

6.2 General Terms and Conditions

6.2.1 Tariffed Services

6.2.1.1 Except as otherwise provided for in this Agreement, services made available for Local Resale shall be provided to the Reseller in accordance with the rates, terms, and conditions of the providing Party's Tariff applicable to such services.

6.2.2 Pricing

6.2.2.1 The applicable charges for services available for resale are identified in either the providing Party's Tariff or Exhibit A. Certain services are not available for resale under this Agreement, as noted in this Section 6.2.

6.2.2.2 The Telecommunications Services available for resale hereunder are provided at FBO's retail Tariff rates, which may change during the term of this Agreement. Neither party shall amend or revise its Tariff without giving the other Party notice of the change. The number of days notice (prior to the effective date of the change) required shall be the same number of days notice that the party would be required to provide to the RCA for such change if that party were not exempt from RCA regulation under AS 42.05.711. Notice to the other party shall be provided by sending an email to the other party (to each of that party's representatives set forth in Section 5.21) that summarizes the proposed change, specifies the proposed effective date of the change, and includes the revised tariff sheet. Tariffs will be exchanged electronically on an annual basis or posted on a publicly available web site which will be kept current. Nothing in this subsection shall be construed as consent by either party to economic regulation by the RCA or as a waiver of any exemption from economic regulation by the RCA.

6.2.2.3 Intentionally Left Blank

6.2.2.4 GCI will pay to CTC and CTC will pay GCI the Primary Interexchange Carrier ("PIC") Change Charge for an End User Customer change 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 (CTC or GCI) on behalf of its End User Customer and the other Carrier (CTC or GCI) will not accept changes to the End User Customer's Interstate or Intrastate toll Carrier(s) from anyone other than the other Carrier (CTC or GCI).

6.2.2.5 GCI agrees to pay CTC and CTC 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. The listing of these examples does not imply that either CTC or GCI has or is obligated to provide those particular services.) With respect to all such charges, both Parties shall provide the other with sufficient information to enable it to bill its End User Customers.

6.2.2.6 If rates for services resold by either Party under this Agreement change, based on changes in the Tariff, charges billed to the other Party for such services will be based upon the new Tariff rates. The new rate will be effective upon the effective date of the Tariff.

6.2.2.7 Product-specific nonrecurring charges as set forth in the Tariff, will apply when new or additional resold services are ordered and installed at the other Carrier's (CTC or GCI) request for use by its End User Customers.

6.2.3 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.

6.2.3.1 Intentionally Left Blank

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

6.2.3.3 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 Carrier's retail End User Customer.

6.2.3.4 Lifeline, Link Up and other means-tested service offerings are not available at resale. Support must be obtained directly by the reseller.

6.2.3.5 Any services that are not provided under CTC's Tariff or GCI's Tariff or RCA-approved special contract are not available for resale under this Agreement unless specifically agreed upon by the Parties.

6.2.4 Neither Party shall resell

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

6.2.4.2 Intentionally Left Blank.

6.2.4.3 Intentionally Left Blank.

6.2.4.4 Special access services reconfigured as switched services.

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

6.2.5 Intentionally Left Blank

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 all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including Special Contracts approved by the RCA and Promotions in excess of ninety (90) days, all in accordance with the Act, FCC and RCA Rules, Regulations, and the Parties local Tariff unless otherwise restricted by this Agreement. The Parties will be bound in all respects by the terms and conditions of the special agreement between the Party and the End User.

6.2.10 The facilities based Party shall be entitled to all charges for its Exchange Access services used by interexchange Carriers to provide service to the End User Customers of the reselling Party.

6.2.11 Each Party shall provide to the other, for resale End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") or emergency responder.

6.2.12 The Parties shall not be responsible for any failure to provide accurate End User Customer information for listings in any databases where either Party is required to retain and/or maintain such information.

Where a Party is responsible for maintaining the E911 database for any service area covered under this Agreement, then that Party shall provide to the other, its End User Customer information to the Automatic Location Identification/Database Management System ("ALI/DMS").

Each Party shall use its standard process to update and maintain its respective End User Customer service information in the ALI/DMS used support E911/911 services on the same schedule that it uses for its retail End User Customers.

Neither Party assumes liability for the accuracy of information provided by the other. For additional terms and conditions of 911 service, see section 10.2 of this Agreement.

6.3 Facilities

6.3.1 CTC, 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 CTC 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. Each Party shall, at its own expense, obtain any rights and authorizations necessary for such access in advance of the other's visit to their End User Customer location.

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

6.4.1 Each Party 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. Each Party must provide the other with thirty (30) days' written notice prior to discontinuation of any services that the other resells. Each Carrier is responsible for notifying its End User Customers of the discontinuance.

6.4.2 CTC shall give GCI notice of its intent to purchase resold services under this agreement 120 days prior to CTC's first order.

6.4.3 CTC shall meet with GCI to review business procedures and requirements including but not limited to resale order processes, directory updates, 911 updates, treatment of automated customer network trouble reports, translation and routing requirements, and associated charges no less than 75 days prior to sending the first order.

6.5 Responsibilities of the Parties

6.5.1 Each Party shall provide to the other the ability to report trouble for its end-users to appropriate trouble-reporting centers twenty-four (24) hours per day, seven (7) days per week. If GCI's End User Customers call CTC, they will be referred to GCI and if CTC's End User Customers call GCI they shall be referred to CTC. If the Customer does not know which Carrier is its provider and the CTC

or GCI duty person cannot make that determination, the other Carrier will be contacted for assistance in determining the Customer's appropriate carrier at the following numbers:

GCI: (866) 222-0611

CTC: (907) 424-2345

6.5.2 Intentionally Left Blank

6.5.3 Each Party shall designate the Primary Interexchange Carrier ("PIC") assignments on behalf of its End User Customers for Interstate and Intrastate toll services. CTC and GCI shall follow all Applicable Laws, rules and regulations with respect to PIC changes. CTC disclaims any liability for GCI's improper Interstate and Intrastate toll PIC change requests and GCI disclaims any liability for CTC'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 a Party requests that facilities be constructed or enhanced to provide resold services, the other Party will construct facilities to the extent necessary to satisfy its obligations to provide basic local Exchange Service in accordance with its retail Tariff.

6.5.5 A Subscriber Line Charge ("SLC"), Local Number Portability ("LNP") Charge, Network Access Fee ("NAF"), or any subsequent federally or state mandated charge to End User Customers, will continue to be paid by the purchasing carrier for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC, LNP, or NAF as found in the CTC or GCI local, interstate, or intrastate tariffs also apply.

6.6 Branding

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

6.6.2 If CTC uses a third-party contractor to provide CTC 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 CTC Directory Assistance Services purchased by GCI for resale

with GCI's trade name, or (b) to obtain removal of CTC Marks from CTC Directory Assistance Services purchased by GCI for resale. If CTC self-provides Directory Assistance, GCI shall pay CTC at rates specified in Exhibit A for modifications of branding if desired. If GCI uses as third-party contractor to provide GCI Directory Assistance Services, CTC will be responsible for entering into a direct contractual arrangement with the third-party contractor at CTC's expense (a) to obtain identification of GCI Directory Assistance Services purchased by CTC for resale with CTC's trade name or (b) to obtain removal of GCI Marks from GCI Directory Assistance Services purchased by CTC for resale. If GCI self-provides Directory Assistance, CTC shall pay GCI at rates specified in Exhibit A for modifications of branding if desired.

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

6.7 Intercept Treatment and Transfer Service Announcements

6.7.1 CTC and GCI shall provide non-discriminatory unbranded intercept treatment and transfer of service announcements to the other Party's resale subscribers in accordance with their respective Tariffs.

6.8 LIDB

6.8.1 CTC and GCI are responsible for providing timely and accurate information to a National Line Information Database ("LIDB") for End User Customers receiving dial tone from their respective switches. 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 CTC service, CTC will leave the LIDB line record for that Customer's telephone number(s) intact unless the service order sent to CTC dictates a change to the LIDB line record. When a Customer switches service to CTC and CTC is providing service to that Customer by reselling GCI service, GCI will leave the LIDB line record for that Customer's telephone number(s) intact unless the service order sent to GCI dictates a change to the LIDB line record.

6.8.2 In the event that the LIDB vendor contracted by either CTC or GCI is unable to properly maintain LIDB data on resale numbers, CTC and GCI 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.

Section 7.0 – Interconnection

7.1 Interconnection

7.1.1 "Interconnection" is as described in Section 251(a) of the Act and refers, in this section of the Agreement, to the connection between local exchange carrier networks for the purpose of transmission and routing of local telephone exchange traffic and exchange access between the local exchange networks of CTC and GCI. This section describes the Interconnection of CTC's local exchange network and GCI's local exchange network for the purpose of exchanging Exchange Service, EAS (to the extent EAS exists in CTC's or GCI's Tariffs or service area)/Local traffic, and Exchange Access. This Agreement does not apply to direct interconnection between CTC's local exchange carrier network and GCI's Commercial Mobile Radio Service ("CMRS") network, or to direct interconnection between CTC's CMRS and GCI's local exchange network. The Parties will provide Interconnection at the Trunk Side of a local switch. Interconnection, which CTC and GCI currently name "Local Interconnection Service" ("LIS"), is provided for the purpose of connecting End Office Switches to End Office 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 CTC and GCI 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 Each of the Parties will provide to each other 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. The Parties will both provide Interconnection under rates, terms, and conditions that are just, reasonable and non-discriminatory. In addition, they shall comply with all state 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 local exchange 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 switch shall be the

appropriate switch. The POI 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.

7.1.1.4 Interconnection trunks shall initially be established between GCI's facilities in Cordova located at Tollard L4, B3 and CTC switch in Cordova, or between other specific locations agreed to between the Parties.

7.1.2 Methods of Interconnection

The Parties will negotiate and agree upon the facilities arrangement used to interconnect their respective local exchange carrier networks. GCI shall establish at least one (1) physical Point of Interconnection in CTC's service area. The Parties shall establish, through negotiations and agreement, at least one (1) of the following Interconnection arrangements, at a Technically Feasible specific point between the CTC and GCI switches: (1) a DS1 or DS3 facility provided by CTC or GCI, or other party; (2) self provided facilities; (3) negotiated Meet point facilities; or (4) other mutually agreed upon arrangement.

7.1.2.1 Intentionally Left Blank.

7.1.2.2 Self-provided Facilities: GCI may self-provide facilities to CTC's switch location at its own expense. CTC may self-provide facilities to GCI's switch location at its own expense. In such case, trunks will be delivered on T1's on copper tie pairs unless otherwise mutually agreed.

7.1.2.3 Mid-Span Meet. CTC and GCI 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.

7.1.2.4 This section is not intended to preclude interconnection using newer technologies, such as IP trunking, when technically feasible. However, any IP trunking methodology must be functionally equivalent to TDM trunking using SS7 signaling before it can be considered a viable means of interconnection.

7.1.3 It shall be the responsibility of each Party to program and update its own switches and local exchange carrier network systems in order to recognize and route local 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 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 local exchange carrier network and CTC's local exchange carrier 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 traffic may occur in several ways:

7.2.2.1.2.1 One-way and/or two-way trunk groups may be established. To the extent there is a dispute, Section 5.18 applies.

7.2.2.2 Transport and Termination of Exchange Service Access Traffic

7.2.2.2.1 Exchange Access traffic shall be delivered to CTC via separate trunks to CTC's End Office Switch(es). CTC 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 provisioned on a Time Division Multiplexing (TDM) basis. Each of the Parties, CTC 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/CTC's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly referred to as "conversation time." CTC and GCI 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 CTC and GCI 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 reasonable 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 twelve (12) 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, each Party will utilize the other Party's annual forecasts and near-term demand to ensure availability.

7.2.2.5.4 Ninety (90) days prior to the first order for services provided under this Agreement, GCI shall provide CTC 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 CTC over each of the Interconnection Trunk groups over the next four (4) quarters. CTC and GCI shall update and exchange forecasts on an as-needed basis but no less frequently than annually. 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 the interconnecting Party 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 (4) 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, if necessary, 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. CTC 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.

7.2.2.7 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: Interconnection traffic shall be carried on a bill and keep basis.

7.3.2 CMRS Traffic

The Parties may terminate through the local interconnection trunks any traffic that originates from a CMRS phone anywhere in Alaska and terminates to the ILEC local calling area. The foregoing will occur by the CMRS carrier delivering traffic to a Party (provided there is a direct interconnection between them) and that Party delivering that traffic to the terminating Party over the local interconnection trunks.

The Parties may terminate through the local interconnection trunks any traffic that originates in the ILEC local calling area and terminates with a CMRS carrier that is interconnected within the ILEC local calling area. The foregoing will occur by the sending Party delivering to the other Party, over the local interconnection trunks, traffic that is to be terminated with a CMRS carrier, but only if and to the extent that there is a direct interconnection between the other Party and the CMRS carrier in the ILEC local calling area. In such event, the transiting Party shall charge the originating Party the transiting fee set forth in Exhibit A. The originating Party shall assume responsibility for, and hold the other Party harmless against, any termination or reciprocal compensation charges that may be assessed or demanded by the terminating CMRS carrier.

All traffic terminated pursuant to this Section 7.3.2 must terminate to NXXs registered in the ILEC local calling area where the interconnection occurs.

The physical and financial interconnection arrangements set forth in this section shall not apply to and shall not be utilized for the delivery of CMRS traffic between a Party and any third party with which such Party has established a direct interconnection arrangement for the exchange of traffic within the ILEC local calling area. This prohibition shall apply to any such direct interconnection arrangement between a Party and a third party that is in place prior to or established any time during the term of this Agreement.

Nothing in this Section 7.3.2 shall be interpreted to require CTC or GCI to transport CMRS traffic from one ILEC local calling area to another ILEC local calling area. Nothing in this Section 7.3.2 shall be interpreted to (1) require a Party to establish or retain direct interconnection with a CMRS carrier or enter into a CMRS interconnection agreement with a CMRS carrier; or (2) modify or affect any provision of a Party's CMRS interconnection agreement with a CMRS carrier.

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. The providing party 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 CTC with the GCI switch associated with the NXX and the GCI rate center for the NXX. CTC will provide GCI with a list of its NXXs and 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 unless otherwise mutually agreed.

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.

c) 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.

d) Cancellation charges, as included on Exhibit A, shall be calculated to recover the actual time and materials incurred, per associated work order.

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 to the extent technically feasible.

7.6 Signaling Systems and Call Related Databases

7.6.1 GCI acknowledges that CTC subscribes to other Carriers and vendors for Signaling Transfer Point and Signaling Control Point services. CTC agrees to provide any authorizations required of its vendors to process signaling and messaging between CTC's and GCI's networks. CTC acknowledges that GCI may subscribe to other Carriers and vendors for Signaling Transfer point and Signaling Control Point services. GCI agrees to provide any authorizations required of its vendors to process signaling and messaging between GCI's and CTC'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).

7.7 General Provisions

7.7.1 Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades or modifications are not inconsistent with the Parties' obligations under the terms of this Agreement.

7.7.2 Each Party will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of the other Party's modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

7.8 Network Maintenance and Management

7.8.1 Intentionally Left Blank.

7.8.2 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other Carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

7.8.3 Either Party's use of any of the other Party's facilities, or of its own equipment or that of a third-party in conjunction with any of the other Party's facilities, shall not materially interfere with or impair service over any facilities of the other Party, its affiliated companies or its connecting and concurring Carriers involved in its services, cause damage to their plant, impair the privacy of any

communications carried over their facilities or create hazards to the employees of any of them or the public.

7.8.4 Intentionally Left Blank.

7.8.5 Trouble-clearing procedures of both Parties shall include mechanisms for escalation of restoration efforts appropriate to the critical impact on the other Party's network. Each Party agrees that it will use commercially reasonable efforts to promptly clear troubles on their networks that materially affect the other Party's Customers.

7.9 Network Security

7.9.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third-parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

7.9.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Each Party is responsible for covering its employees on such security requirements and penalties.

7.9.3 Intentionally Left Blank.

7.9.4 Intentionally Left Blank.

7.9.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc., must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

7.9.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

7.9.7 CTC and GCI employees, agents and vendors will display an identification/access card above the waist and visible at all times when working on Customer premises or network locations.

Section 8.0 - Intentionally Left Blank

Section 9.0 - Intentionally Left Blank

Section 10.0 – Ancillary Services

10.1 Local Number Portability

10.1.1 Description

Local Number Portability ("LNP"), also known as service provider local 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. CTC 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 CTC and GCI 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 CTC and GCI agree to coordinate LNP with facilities cutovers in a reasonable amount of time and with minimum service disruption. GCI agrees to coordinate with CTC for the transfer of the CTC facility coincident with the transfer of the End User Customer's service in a reasonable amount of time and with minimum service disruption. CTC agrees to coordinate with GCI for the transfer of the GCI 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 100 consecutive numbers or fewer if allowed by the providing Party's Tariff. 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 as long as such split blocks are in groups of no less than 10 numbers, to the extent blocks of fewer than 100 numbers are allowed by the providing Party's Tariff.

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. CTC 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 on 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.

10.1.2.10 Intentionally Left Blank.

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 the Party's End Office Switches to route End User Customer's calls to a ported telephone number or to terminate calls to End User Customers using a ported telephone number. CTC shall perform default LNP queries where GCI is unable to perform its own query. GCI shall perform default LNP queries where CTC 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 (6) 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 The Parties agree to work cooperatively to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the CTC network, CTC shall perform standard tests and use reasonable efforts to isolate and repair the trouble within standard CTC intervals. When the trouble condition has been isolated and found to be within a portion of the GCI network, GCI shall perform standard tests and use reasonable efforts to isolate and repair the trouble within standard GCI intervals.

10.1.7 Rate Elements

10.1.7.1 CTC and GCI shall comply with FCC and RCA 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, where available, provide a caller access to the appropriate emergency service bureau by dialing the 3-digit universal telephone number '911'. For some exchanges, a toll call is required to connect the caller to the appropriate emergency service bureau. Each Party will provision its own Basic 911 or E911 trunks to the designated emergency service bureau for customers served over its own facilities. Where CTC incurs toll charges for a 911 call for a GCI resale customer, GCI will compensate CTC for those charges. Where GCI incurs toll charges for a 911 call for a CTC resale customer, CTC will compensate GCI for those charges.

10.2.2 General Requirements

10.2.2.1 Where either of the Parties is the contractor responsible for maintaining all or part of an emergency service bureau's Basic 911 or E911 system in any service area covered under this Agreement, CTC and GCI shall work cooperatively to ensure the proper interface with the Basic 911 or Enhanced 911 service and facilities, where available. CTC 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, CTC may interconnect trunks from GCI's network to an emergency service bureau's 911/E911 system. CTC and GCI

recognize that there may be hardware restrictions, such as availability of DS-1 ports that may require sharing of facilities.

10.2.2.3 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 911/E911 circuits or facilities provided by the providing Party for the purchasing Party 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 purchasing Party 911/E911 circuits or facilities provided by the providing Party for the purchasing Party. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures if provided by the PSAP.

10.2.2.4 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").

10.2.2.5 Where CTC or GCI 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.

10.2.2.6 Where GCI provides local service by purchasing CTC's services and reselling them, CTC will ensure that 911/E911 service is available to the same extent it is for CTC's Customers. Where CTC provides local service by purchasing GCI's services and reselling them, GCI will ensure that 911/E911 service is available to the same extent it is for GCI's customers.

10.2.2.7 Any Basic 911 or E911 services, support, or facilities provided by CTC or GCI for resold services shall be at parity with the services, support, and facilities that CTC or GCI provides to itself and its subscribers. In providing Basic 911 or E911 services, CTC 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 Any contracts, arrangements, and relationships between a Party and emergency service bureaus for E911 database services are separate from this Agreement. This Agreement does not impose any requirements or liability upon either Party associated with any such services between emergency service bureaus or the other Party.

10.2.3.2 If CTC, GCI or an Affiliate ever becomes the primary E911 PSAP service provider to an emergency service bureau, GCI and CTC shall negotiate the specific provisions necessary for providing E911

service to the agency and shall include such provisions in an amendment to this Agreement.

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.

10.2.4 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 CTC shall begin restoration of any Basic 911 and/or E911 facilities for which CTC is responsible immediately upon notification or observation of failure or outage. CTC will provide priority restoration of GCI trunks or network outages on the same terms and conditions it provides itself.

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

10.2.4.4 Each Party shall notify the other Party in advance of any planned or anticipated changes to the 911/E911 system, facilities, or routing that could adversely affect the other Party's 911/E911 service or require modification of its 911/E911 network.

10.2.5 Master Street Address Guide ("MSAG")

Each Party shall acquire the MSAG directly from the applicable government agency, where available.

10.2.6 Miscellaneous Provisions

10.2.6.1 If a third-party is the primary 911/E911-service provider to an emergency service bureau, or if a third-party ever becomes the primary 911/E911-service provider to an emergency service bureau, GCI and CTC 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 and between such third party and CTC are totally separate from this Agreement and neither Party makes any representations on behalf of the third-party.

10.3 Access to Poles, Stub 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, each Party will provide the other Party 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 CTC, and vice versa.

10.3.1.1.2 The term Stub Pole Attachment means any attachment by the purchasing Party to a stub pole owned or controlled by the providing Party. A stub pole is a short pole utilized for telephone equipment attachments.

10.3.1.2 Ducts and Conduits – Where it has ownership or control to do so, the providing Party will provide the purchasing Party with access to available ducts/conduits for the purpose of placing facilities for providing Telecommunications Services. A duct/conduit will be leased for copper facilities only, and an innerduct can be leased for the purpose of placing fiber. If no innerduct is available in CTC-controlled facilities, CTC will place additional innerduct for GCI's use, or allow GCI to do so with a CTC approved contractor, at GCI's expense in either case, where space in ducts or conduits for the innerduct is available. If no innerduct is available in GCI-controlled facilities, GCI will place additional innerduct for CTC's use or allow CTC to do so with a GCI approved contractor, at CTC's expense in either case, where space in ducts or conduits for the innerduct is available.

10.3.1.2.1 The term conduit means a structure containing one or more ducts, usually placed in the ground, which may follow streets, bridges, public or private ROW, in which cables or wires may be installed

10.3.1.2.2 The term duct means a single enclosed raceway for conductors, cable and/or wire.

10.3.1.2.3 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.

10.3.1.2.3.1 In some circumstances, LECs may own ducts or conduit within MTEs. In such cases, the terms duct and conduit may include riser conduit, and may be within some portion of a 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.

10.3.1.2.4 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 carry multiple wires or cables.

10.3.1.3 Access to available Rights-of-Way ("ROW") – Where it has ownership or control to do so, the providing Party will provide access to the purchasing Party for the purpose of placing telecommunications facilities. ROW includes land or other property owned or controlled by the providing Party 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 the providing Party 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 the providing Party 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 the providing Party 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 CTC and GCI, any request for access will be treated on a case by case basis.

10.3.2.2 CTC and GCI will rely on such codes as the National Electrical Safety Code ("NESC") 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 OSHA, will continue to apply to the extent such requirements affect requests for attachments to or occupancy of CTC or GCI facilities under Section 224(f)(1) of the Act.

10.3.2.4 The requesting Party shall provide access to a map of the requested poles/stub poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/stub poles/duct/innerduct and ROW and a description of the requesting Party's facilities. The providing Party agrees to provide to the requesting Party 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 the providing Party to construct, install, modify or place any poles/stub poles/duct/innerduct or other facility for use by the other Party.

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

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

10.3.2.8 CTC will cooperate with GCI and GCI will cooperate with CTC in performing fiber splices in hand-holes outside the C.O. manhole, for the purpose of establishing interconnection.

10.3.2.9 Notification of modifications initiated by or on behalf of the providing Party and at the providing Party's expense shall be provided to

the purchasing Party 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 the purchasing Party does not respond to a requested rearrangement of its facilities within thirty (30) Days after receipt of written notice from the providing Party requesting rearrangement, the providing Party may perform or have performed such rearrangement and the purchasing Party shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/stub poles/duct/innerduct completed at the providing Party's expense.

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

10.3.2.11 Upon the providing Party's completion of the final construction inspection, the purchasing Party shall correct any non-complying conditions within a reasonable time period specified by the providing Party 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/stub poles/duct/innerduct system where non-complying conditions remain uncorrected shall be suspended forthwith, regardless of whether the purchasing Party has energized the facilities occupying said poles/stub poles/duct/innerduct or ROW system, and the purchasing Party shall remove its facilities from said poles/stub poles/duct/innerduct or ROW in accordance with the provisions of this section, provided, however, if the purchasing Party notifies the providing Party that the corrections cannot be physically made within such specified time, and the purchasing Party has been diligently prosecuting such cure, the purchasing Party shall be granted reasonable additional time to complete such cure. The providing Party reserves the right to deny further occupancy authorization to the purchasing Party until such non-complying conditions are corrected to the providing Party's reasonable satisfaction or until the purchasing Party's facilities are removed from the poles/stub poles/duct/innerduct system where such non-complying conditions exist. Upon mutual agreement of the Parties, the providing Party shall perform or have performed such corrections and the purchasing Party shall reimburse the providing Party for 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 the providing Party.

10.3.2.12 Once the purchasing Party's facilities begin occupying the poles/stubs poles/duct/innerduct or ROW system, the providing Party may perform a reasonable number of inspections. The providing Party shall

bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that the purchasing Party has in any other way failed to comply with the provisions of Section 10.3.2.20; in which case the purchasing Party shall reimburse the providing Party its costs for the inspections and re-inspections, as required. The purchasing Party may, at its expense, dispatch a representative to accompany the providing Party 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 the purchasing Party 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 the purchasing Party 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 the purchasing Party of any responsibilities, obligations, or liability assigned under this Agreement.

10.3.2.15 The purchasing Party may use employees of its choice to perform the attachment of its facilities so long as such workers are qualified to perform such work. The purchasing Party may use any contractor approved by the providing Party to perform the attachment of its facilities.

10.3.2.16 If the providing Party terminates an order for cause, or if the purchasing Party terminates an order without cause, the purchasing Party shall pay termination charges as applicable per Section 10.3.4.4.3 and the purchasing Party shall remove its facilities from the poles/stub poles/duct/innerduct within sixty (60) calendar days, or cause the providing Party to remove the purchasing Party's facilities from the poles/stub poles/duct/innerduct at the purchasing Party's expense; provided, however, that the purchasing Party shall be liable for and pay all fees and charges provided for in this Agreement to the providing Party until the purchasing Party's facilities are physically removed. "Cause" as used herein shall include the purchasing Party'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 the providing Party's poles/stub 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 the providing Party conveys a right of access to the ROW to the purchasing Party, or (b) the instrument granting the original ROW to the providing Party or its predecessor.

10.3.2.17 The providing Party may abandon or sell any poles/stub poles/duct/innerduct/conduit or ROW at any time by giving written notice

to the purchasing Party. Any poles/stub poles/duct/innerduct/conduit or ROW that is sold, will be sold subject to all existing legal rights of the purchasing Party. Upon abandonment of poles/stub poles/duct/innerduct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, the purchasing Party shall, within sixty (60) calendar days of such notice, either: 1) continue to occupy the poles/stub poles/duct/innerduct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/stub poles/duct/innerduct/conduit or ROW is purchased by another party; 2) purchase the poles/stub poles/duct/innerduct/conduit or ROW from the providing Party 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/stub poles/duct/innerduct/conduit or ROW at the current book value or salvage value, whichever is greater, if no other party purchased the poles/stub poles/duct/innerduct/conduit or ROW within this sixty (60) day period.

10.3.2.18 The purchasing Party'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, the purchasing Party shall only be held to such standards as the providing Party, 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. The purchasing Party shall in a timely manner comply with all requests from the providing Party to bring its facilities into compliance with these terms and conditions.

10.3.2.19 Should the providing Party, under the provisions of this Agreement, remove the purchasing Party's facilities from the poles/stub poles/duct/innerduct covered by any order, the providing Party will deliver the facilities removed upon payment by the purchasing Party of the cost of removal, storage and delivery, and all other amounts due the providing Party. If the purchasing Party removes facilities from poles/stub poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/stub poles/duct/innerduct shall be made until all outstanding charges due the providing Party for previous occupancy have been paid in full. The purchasing Party shall immediately notify the providing Party in writing as to the date on which the removal of facilities from the poles/stub poles/duct/innerduct has been completed.

10.3.2.20 If any facilities are found attached to poles/stub poles/duct/innerduct for which no order is in effect, the providing Party, without prejudice to its other rights or remedies under this Agreement, may assess, and the purchasing Party agrees to pay, a charge in an amount equal to the annual fee per pole or per innerduct run between two (2) manholes times the number of years (prorated monthly) that the facilities have been attached to the providing Party's facilities if that period can be determined or, if that period cannot be determined, times the number of years (prorated monthly) since the Effective Date of this Agreement. In addition, the purchasing Party 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 the purchasing Party 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/stub poles/duct/innerduct prior to the effective date of this Agreement. The Parties will pay applicable charges for existing facilities as of the date of execution of this Agreement, although the retroactive charges described above shall not apply.

10.3.2.21 No act or failure to act by the providing Party 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 the providing Party of any of its rights or privileges under this Agreement or otherwise. The purchasing Party 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 the providing Party to exercise eminent domain on behalf of the purchasing Party.

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

10.3.3 Rate Elements

The providing Party's fees for attachments are shown 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 identifies each requested legal agreement between the providing Party and a third-party who has a multiple tenant environment in the providing Party'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, stub poles and duct/conduit/innerduct.

10.3.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles, stub poles and duct/innerduct, the Field Verification Fee is a pre-paid charge, which recovers the estimated actual costs for a field survey verification required for a route and to determine the scope of any required make-ready work. This charge will be based on actual time and materials. Separate Field Verification Fees apply for poles, stub 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 the purchasing Party. Field Verification and Access Agreement Preparation Fees shall be billed in advance. To the extent the amount estimated and billed differs from the amount the providing Party incurs; the providing Party shall bill or refund the purchasing Party the difference.

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 or Stub 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 may also include legal or other investigation or analysis arising out of the purchasing Party's failure to comply with the providing Party'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, subject to true up.

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 or more depending on the specific antenna). This fee shall be annual.

10.3.3.5 Stub 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. This fee is a monthly rate (as shown on Exhibit A) and shall be billed on an annual basis.

10.3.3.6 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.

10.3.3.7 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.

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

10.3.3.8.1 Access Agreement Consideration Recurring Fee. This annual fee is used to recover actual costs incurred by the providing Party, including billing costs, for annual assessments for improved property. This fee will be passed through to the purchasing Party, including billing costs, for assessments for real property improvements related only to the purchasing Party improvements subject only to the purchasing Party'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/Stub Pole Attachment: Inquiry Review and Field Verification.

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

10.3.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. The providing Party 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 the purchasing Party within thirty (30) 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 and Stub Poles. The providing Party will provide the name and contact number for the appropriate providing Party personnel for joint validation of the poles or stub poles and route and estimated costs for field verification.

10.3.4.1.3 Inquiry Review – ROW. The providing Party shall, upon request of the purchasing Party, provide the relevant ROW information to the purchasing Party within thirty (30) Days of the request. The providing Party will provide to the purchasing Party a copy of relevant agreements identified that have not been publicly recorded if the purchasing Party 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 the providing Party. The providing Party may redact all dollar figures from copies of agreements that have not been publicly recorded that the providing Party provides to the purchasing Party. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute Resolution procedures set forth in this Agreement. The providing Party makes no warranties concerning the accuracy of the information provided to the purchasing party; the purchasing Party expressly acknowledges that the providing Party'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 the providing Party

10.3.4.2 Field Verification – Poles/Stub Poles, Duct/Innerduct and Access Agreement Preparation (ROW). The purchasing Party will review the inquiry results and determine whether to proceed with field verification for poles/stub poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, the purchasing Party 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, the providing Party will provide, as applicable, depending on whether the request is for poles,

stub poles, duct/innerduct/conduit or ROW: (a) in the case of poles, stub poles, or duct/innerduct/conduit, a field survey and site investigation of the poles/stub poles/duct/innerduct/conduit, including the preparation of distances and drawings, to determine availability of existing poles/stub poles/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 the providing Party.

10.3.4.3 Order – Poles, Stub Poles and Duct/Innerduct. The review, signing and return of the providing Party'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 annual period shall be accepted as an order for the attachment or occupancy. Upon receipt of the accepted order from the purchasing Party and applicable payment for the fees identified, the providing Party will assign the requested space and commence any make-ready work which may be required. the providing Party will notify the purchasing Party when poles/stub poles/duct/innerduct are ready and invoice the purchasing Party 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 the providing Party requests, the purchasing Party 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, the providing Party becomes aware that the actual costs will exceed the estimate by more the ten percent (10%), the providing Party will immediately notify the purchasing Party of the increased cost and obtain authorization from the purchasing Party to proceed with the work. If authorization from the purchasing Party to proceed with the work is denied, all work will stop and the purchasing Party 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 The providing Party will provide the purchasing Party copies of records reflecting actual cost of Make-Ready work with the final invoice; provided, however, that, if the providing Party does not possess all such records at the time of the request, then the

providing Party will provide copies of such records within fifteen (15) business days of receipt of such records.

10.3.4.4.3 If the purchasing Party provides written cancellation or, if due to circumstances unforeseen during inquiry/verification, the providing Party denies the request for poles, stub poles, ducts or ROW, the providing Party will refund the difference between the actual Make-Ready costs incurred and those prepaid by the purchasing Party, if any. To the extent the prepaid amount does not equal or exceed the cost incurred, the purchasing Party shall pay the remaining balance to the providing party. Any such refund or payment shall be made within ten (10) business days of either receipt of the purchasing Party's request or the providing Party'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 cancellation or denial.

10.3.5 Billing

10.3.5.1 The purchasing Party 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, Stub 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/stub poles/duct/innerduct (i.e., Pole Attachment Fee, Stub Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed in advance on an annual basis as of January 1 and billed by March 31 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 for new attachments shall commence when the facilities ordered have been made available to the purchasing Party 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/stub poles/duct/innerduct.

10.3.6.2 Access to maintenance ducts shall be reserved for the exclusive use of the providing Party except that where the purchasing Party is using a duct in the same system, the purchasing Party 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 the purchasing Party only until another duct is leased by the purchasing Party, 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 the purchasing Party, the maintenance duct will be returned to the exclusive use of the providing Party.

10.3.7 Relocation of Facilities

10.3.7.1 The purchasing Party agrees to participate in or reimburse the providing Party 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 its OSS or RISP, unless, notwithstanding Section 5.3.1, the other Party produces an LOA from the Law Enforcement or National Security Agency.

Section 12.0 – Resale and Interconnection Support Processes ("RISP"), Database information, and functions.

12.1 Customer and Network Database Information

12.1.1 Non-discriminatory pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, will be provided as detailed in this Section 12 and Exhibit B. These functions will be provided through a manual interface unless otherwise mutually agreed by the parties.

12.1.2 Intentionally Left Blank.

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

12.1.4 CTC and GCI will provide each other with information regarding normal business hours for Customer Service, Installation, Repair and Central Office and Dispatch. Changes to this information will be communicated in a timely manner. CTC 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 The Parties will provide reasonable notice to each other of any changes in its RISP procedures, database information, and/or functions only to the extent that the change impacts the other.

12.1.5.2 Change with material affect: In so far as any changes to either Party's RISP may or will materially affect or change any use by the other Party of those RISP procedures, database information, and/or functions, the providing Party shall, at a minimum, provide 30 days written notice unless an immediate system change is required to repair a system. In the event any system change is required on an emergency basis in less than 30 days, the Party making the change will inform the other Party of such change within 4 hours of determining such change is necessary.

12.1.5.3 Unscheduled Outages: The Party that is experiencing a RISP outage will notify the other Party within sixty (60) minutes of being aware of an unscheduled RISP outage that will or may affect the other Party.

12.2 Terms and Conditions for Access to Customer and Network Database Information

12.2.1 Intentionally Left Blank.

12.2.2 Both Parties shall restrict access to and use of the other's Customer and network database information and Customer proprietary network information to its employees and contract employees.

12.2.3 Intentionally Left Blank.

12.2.4 Intentionally Left Blank.

12.2.5 Each Party shall comply with all practices, processes, and procedures required for use of the Customer and network database information of the other Party insofar as these practices, processes, and procedures are applied on a nondiscriminatory basis.

12.2.6 Intentionally Left Blank.

12.2.7 Employees, agents, and contractors of both Parties 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 Customer and network databases for marketing activities.

12.2.9 All processes and procedures associated with RISP will be documented in the Operations Manual. The Parties may change or modify the Operations Manual by signed, written agreement.

12.2.10 The Parties shall provide each other with the data elements described in Exhibit B of this Agreement.

12.2.11 To the degree alterations in CTC's system or processes are developed to facilitate the resale product described in Section 6 or the Interconnection described in Section 7 or the Pre-order, Order or Maintenance and Repair functions described in Section 12, CTC may impose nonrecurring RISP start-up charges as agreed to by the Parties, for such RISP alterations. To the degree alterations in GCI's system or processes are developed to facilitate the resale product described in Section 6 or the Interconnection described in Section 7 or the Pre-order, Order or Maintenance and Repair functions described in Section 12, GCI may impose nonrecurring RISP start-up charges as agreed to by the Parties, for such RISP alterations.

12.3 Forecasts

12.3.1 Intentionally Left Blank.

12.3.2 Intentionally Left Blank.

12.3.3 Intentionally Left Blank.

12.3.4 Forecasts: GCI will provide an initial quarterly forecast of monthly 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 monthly order activity that impacts the other Party one month prior to the first day of each quarter based on the calendar year. CTC shall provide a quarterly forecast of monthly order activity 90 days prior to sending the first order for resold service to GCI.

12.4 Local Service Request (LSR) Ordering Process

12.4.1 CTC shall, within 60 days of RCA approval of this Agreement, commence acceptance and processing of Local Service Requests from GCI. On the same day, GCI shall be capable of receiving and processing requests from CTC to switch and port customers.

12.5 Access to Customer Data

12.5.1 CTC shall, within 60 days of RCA approval of this Agreement, commence acceptance and processing of requests from GCI for preorder data. On the same day, GCI shall be capable of providing requested preorder data to CTC.

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 CTC Business End User Customers (and, on rare occasion, Residential End User Customers), a preorder data request may be sent to CTC consisting of one or more of the following:

a) telephone or circuit number(s)

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); or

f) any other mutually acceptable method of query for preorder.

CTC shall request preorder data from GCI in a comparable manner.

12.6.2 Intentionally Left Blank.

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

12.7 Telephone Number Reservations

12.7.1 CTC shall, within 60 days of RCA approval of this Agreement, provide GCI with a process to reserve telephone numbers for GCI to assign to its End User Customers. GCI shall, 90 days prior to beginning service in the CTC service area, provide CTC with a process to reserve telephone numbers for CTC to assign to its End User Customers.

12.8 Ordering and Provisioning

Order Types are described in Section 12 of this Agreement.

12.8.1 The Parties shall, develop processes and procedures for pre-ordering, ordering, determining order status and maintenance and repair. These processes will be documented in the Operations Manual. The Parties will make the following order activities available on a non-discriminatory basis.

a) Scheduling of service installations and ability to quote scheduling availability.

b) Provisioning services during CTC's normal business hours. CTC and GCI will coordinate scheduling for all provisioning requests outside CTC normal business hours.

c) The providing Party will notify the ordering Party upon receipt of an order. Upon establishment of an Estimated Due Date, the providing Party will provide the Ordering Party with a Firm Order Confirmation (FOC) containing the providing Party's Estimated Due Date for order completion. Upon completion of the order, the providing Party will provide the Ordering Party with a dated completion notice.

d) The Parties shall provide a process to allow the other Party to order suspension/restoration of dial tone service to "resale" Customers.

e) The Parties shall provide each other with the ability to request a modification of a service order.

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

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

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

12.8.5 If by agreement between the Parties, CTC provides installation of Inside Wire or CPE on behalf of GCI, CTC 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. If by agreement between the Parties, GCI provides installation of Inside Wire or CPE on behalf of CTC, GCI shall advise the CTC End User Customer to notify CTC immediately if CTC's End User Customer requests a service change at the time of installation.

12.9 Intentionally Left Blank

12.10 Resale and Interconnection Support Process for Maintenance and Repair Functions

12.10.1 The providing Party will perform nondiscriminatory maintenance and repair functions on the ordering Party's behalf for End User Customers (for the Telecommunications Services described in this Agreement) on a nondiscriminatory basis.

12.10.2 The sequencing of all repair dispatches in queue shall be performed in the same manner for the other Party's End User Customers as the Party does for itself.

> **12.10.2.1** The Parties' trouble ticket priority codes will be contained in the Operations Manual.

12.10.3 Intentionally Left Blank

12.10.4 The purchasing Party may contact the providing Party's trouble dispatcher to arrange re-sequencing of the repair dispatch schedule. This section is not intended to address the re-sequencing of all repair dispatches in queue, but rather the purchasing Party's own dispatches in queue. The providing Party's ability to accommodate the purchasing Party's request may be restricted by the providing Party's field technician location. Nothing in this Agreement shall be construed to grant a Party the right to direct the other Party's workforce.

> **12.10.4.1** CTC will process GCI repair functions on a first-come first-serve basis according to Section 12.10 for GCI's repair dispatches in queue.

12.10.5 Trouble Isolation

12.10.5.1 Each Party 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. Each Party is responsible for maintenance and repair, except for regulated plant provided by the other Party, for its own End User Customers' network and network services. Each Party will perform trouble isolation testing on its own End User Customers' network and network services. Each Party shall exercise due care and caution to ensure that the other Party's facilities are not damaged. If a Party causes any such damage to the other Party's facilities, the Party that causes the damage shall pay the other Party for the actual cost incurred to repair such damage.

12.10.5.2 Intentionally Left Blank.

12.10.5.3 The purchasing Party shall have access for trouble isolation testing purposes at the inside wiring module of the NID or equivalent demarcation point where technically feasible.

12.10.5.4 Intentionally Left Blank.

12.10.5.5 The Parties will work cooperatively to resolve trouble reports.

> **12.10.5.5.1** In the event GCI reports a trouble to CTC and CTC finds No Trouble Found, then GCI shall be assessed the appropriate Labor Charge CTC assesses its End Users in similar circumstances as set forth in CTC's Tariff. In the event CTC reports a trouble to GCI and GCI finds No Trouble Found, then CTC shall be assessed the appropriate Labor Charge GCI assesses its End Users in similar circumstances as set forth in GCI's Tariff.

12.10.5.6 When GCI requests that CTC 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 CTC to repair the trouble on GCI's behalf, upon acceptance of the repair authorization, CTC will charge GCI the appropriate charges set forth in Exhibit A. When CTC requests that GCI perform trouble isolation with CTC, a Maintenance and Repair Charge will apply if the trouble is found to be in the services and facilities within CTC's End User Customer's network. If the trouble is in CTC's End User Customer's services and facilities (post-NID) and CTC authorizes GCI to repair the trouble on CTC's behalf, upon acceptance of the repair authorization, GCI will charge CTC the appropriate charges set forth in Exhibit A.

12.10.5.7 Intentionally Left Blank.

12.10.5.8 A Party will:

a) Not be charged a Maintenance and Repair charge if the problem is in the other Party's network.

b) Pay charges associated with a No Trouble Found ("NTF") situation only if the other Party's local Tariff permits such charges to its retail Customers.

12.10.6 CTC Trouble Tickets for GCI Resale Customers

12.10.6.1 The providing Party will receive trouble reports from the purchasing Party through the mechanism described in the Operations Manual. The providing Party shall provide the purchasing Party non-discriminatory timing of maintenance and repair services for the Telecommunications Services described in this Agreement.

12.10.6.2 Trouble reports to the providing Party will contain trouble isolation testing information when available.

12.10.6.2.1 Intentionally Left Blank.

12.10.6.3 Intentionally Left Blank.

12.10.6.4 Intentionally Left Blank.

12.10.6.5 Intentionally Left Blank.

12.10.6.6 Test Results

12.10.6.6.1 CTC and GCI will share test results upon request as an aid to diagnosing troubles.

12.10.6.7 Trouble Reporting and Dispatch Priorities

12.10.6.7.1 The priority of the trouble ticket is set by the contents of the Repair Priority Field. Repair priorities are described in the Operations Manual and as required by 3 AAC 52.280. The purchasing Party may request the providing Party to dispatch for repair after hours. In such event, the providing Party will charge at overtime rates consistent with the providing Party's current procedures. The requesting Party will be treated with parity in after-hours repair response and charges consistent with other providing Party's retail customers.

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, the providing Party shall not be required to perform any repair or maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for the purchasing Party or its End User Customers.

12.10.8 Trouble Call Coordination

12.10.8.1 Intentionally Left Blank.

12.10.8.2 Intentionally Left Blank.

12.10.8.3 Intentionally Left Blank.

12.10.8.4 Intentionally Left Blank.

12.10.8.5 Intentionally Left Blank.

12.10.8.6 Intentionally Left Blank.

12.10.8.7 Testing Retail Services

12.10.8.7.1 The providing Party shall perform all Telecommunication Services testing for the purchasing Party's "Resale End Users" in a manner consistent with that which the providing Party provides its own End Users.

12.10.8.8 Intentionally Left Blank.

12.10.8.9 Misdirected Repair Calls

12.10.8.9.1 CTC and GCI will employ the following procedures for handling misdirected repair calls.

12.10.8.9.2 Each Party will provide its respective End User Customers with the correct telephone numbers to call for access to its repair bureau.

12.10.8.9.3 End User Customers of GCI shall be instructed to report all cases of trouble to GCI. End User Customers of CTC shall be instructed to report all cases of trouble to CTC.

12.10.8.9.4 If one Party's End User Customer, in reporting trouble, contacts the other Party's repair service in error, the customer shall be directed to the appropriate Party's repair service. In no case will a 611 event be

utilized in a marketing effort by other than the End User's local service provider.

12.10.9 Major Outages/Restoral/Notification

12.10.9.1 Either party, as applicable, will provide advance notification and a method to provide completion status to the other Party of planned major network outages that may affect the other Party's End User Customers. Processes for advance notification and service restoral notification are documented in the Operations Manual. Service restoration will be nondiscriminatory and will be accomplished as quickly as possible according to the providing Party's and/or industry standards.

12.10.9.2 The Parties will provide network outage and restoral information to each other for unplanned network outages in a nondiscriminatory manner. Processes for major outage notification and service restoral notification are documented in the Operations Manual. Service restoration will be nondiscriminatory and will be accomplished as quickly as possible according to the providing Party's 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 The Parties will perform scheduled maintenance for services provided under this Agreement in a nondiscriminatory manner. The Parties shall provide adequate advance notice of any scheduled maintenance that could potentially impact service to the other Party's 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 The Parties shall provide Maintenance and Repair services to each other during their normal business hours. CTC 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

Trouble escalation 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 the purchasing Party, the providing Party 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 The providing Party reserves the right to dispatch to the End User's demarcation point without the purchasing Party's 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 the Parties provide to each other. CTC's ability to provide Pre-order request responses, order provisioning, trouble ticket resolution, and metrics reporting regarding those services may vary significantly for reasons including but not limited to seasonal fluctuations in volume; complexity of orders and/or trouble tickets; and fluctuations in the availability of personnel given the small staff size and limited local labor pool. However, CTC will respond to GCI's service requests (pre-orders, orders, and trouble tickets) in a non-discriminatory manner and in parity with other customers. Performance metrics reporting can assist in measuring the time taken to perform per-order, order processing, provisioning, and repair functions.

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

12.12.3 Because performance times may vary significantly by location, reporting will be provided at the exchange level or below as agreed upon between the Parties and documented in the Operations Manual.

12.12.4 The Parties agree that CTC shall provide GCI reports on a bi-weekly basis, unless mutually agreed otherwise. If, once GCI has accepted the format and data categories contained in the report and the report is in production, GCI then requests a modification to the performance reports, GCI will reimburse CTC

for the cost of that modification. Performance reports from GCI to CTC will be comparable to the foregoing and will begin at such time that the Parties agree that such reports are needed.

12.12.4.1 The reports shall include information on pre-orders, orders, and trouble tickets received and closed. A Party's report will show information regarding pre-orders provided to the other Party, but not pre-orders provided to itself. Both Parities shall provide these types of reports.

12.12.5 The following are definitions of order types and terms to clarify their use throughout the remainder of this section.

12.12.5.1 "SIMPLE ORDER" An order for services or facilities involving GCI single party voice grade service for residential or up to three (3) lines for the same business Customers, except as otherwise defined as "Complex Orders".

12.12.5.2 "COMPLEX ORDER" An order requesting installation, move, change, or disconnect of a multi-line (4 or more lines for one customer) residential or business. Complex may also include Hunt, DID, PRI, 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 record-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 Resale 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 Service Provider's switch or other facilities. A Resale Conversion involves a minor programming change in the Current Service 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 the providing Party'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 "TRANSFER." Subscriber moves within the local exchange 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 "SUSPENDS/RESTORALS." An order requesting the suspension or restoration of dial tone.

12.12.5.10 "PRE-ORDER QUERY" Is a 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. Pre-order query types consist of Simple, Complex – Switching, and Complex - Engineering as described in Exhibit B.

12.12.6 Performance Requirements per State and Federal Regulations

The Parties must meet any applicable state or federal requirements for conversion orders and number porting between wireline carriers.

12.12.6.1 Intentionally Left Blank

12.12.6.2 Intentionally Left Blank

12.12.7 Performance Processing

12.12.7.1 Pre-order Processing: For the purposes of pre-order processing, the providing Party will provide access to pre-order information in a non-discriminatory manner. The time required to fulfill pre-order requests and return them to the requesting Party will vary based on volume, complexity of the service, personnel availability, and other factors, however, the providing Party shall not place a lower priority on processing pre-order requests of the requesting Party as compared to the order requests of the providing Party.

12.12.7.2 Pre-Orders

A customer Pre-order request may consist of one or more telephone numbers, circuits or accounts for a specific customer.

12.12.7.2.1 The providing Party shall return to the purchasing Party all Pre-Order data pertinent to the request via email. In the event the data cannot be returned via email the Parties shall respond via facsimile or other mutually agreed upon format.

12.12.7.2.2 Intentionally Left Blank.

12.12.7.2.3 Pre-order requests received on a Saturday, Sunday (weekend) or recognized CTC holidays will be treated as being received on the first business day following the weekend or holiday.

Pre-order requests received by 4:30PM on any business day shall be considered received on that day for purposes of metrics reporting.

12.12.7.2.3.1 CTC and GCI will process GCI and CTC orders on a parity basis. CTC and GCI, at a minimum, must also meet the applicable state and federal requirements for conversion orders and number porting between wireline carriers.

The Parties will process each order for residential or business service within the timeframes specified in the Operations Manual.

Orders received on a Saturday, Sunday (weekend) or recognized CTC holiday will be treated as being received on the first business day following the weekend or holiday.

Orders received by 4:30PM on any business day shall be considered received on that day for purposes of meeting the established timeframes. Thus if a two (2) day response is specified for an order received by 4:30PM on Monday, it shall be processed and returned to the requestor by 5PM on Wednesday.

12.12.7.2.3.2 Intentionally Left Blank.

12.12.7.3 Provisioning Processing (Order Completion)

The providing Party shall complete (provision and/or complete physical work) orders for the purchasing Party on the same basis and in the same time frame as it does for its other customers. Parity will be based on:

a) comparative performance by exchange or location within the exchange, as appropriate for the number and type of orders completed for the purchasing Party and the providing Party;

b) due dates assigned for the purchasing Party and the providing Party:

c) due dates missed, held and completed.

The specific requirements will be mutually agreed upon and an example will be attached in Appendix B of the Operations Manual.

12.12.7.4 Notice of Order Completion

The providing Party shall provide the purchasing Party notice for all purchasing Party orders within two (2) hours of physical completion of the work unless a coordinated conversion is requested. For specific time of day conversions, the providing Party shall provide the purchasing Party notice within twenty (20) minutes of physical completion of the work. If the purchasing Party is not notified of expected completions (due to error, oversight, etc.), the purchasing Party shall, by 4PM, through e-mail or other mutually agreed upon method contact the providing Party and provide the order numbers and associated telephone numbers of orders it expected completion notice on that day. The providing Party shall respond to the purchasing Party by 5PM of that same day, via e-mail, or other mutually agreed upon method of the current status of the questioned orders.

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.

12.12.7.6 Notice of Trouble Resolution. The providing Party shall provide to the purchasing Party a notice of trouble resolution within two (2) hours of trouble resolution. Additional notification prior to or concurrent with the billing of the activity will include adequate detail regarding the nature of the trouble and trouble resolution for any issue for which the providing Party intends to charge the purchasing Party.

12.12.7.7 Metrics Reporting. Performance metrics reports will compare pre-order (subject to 12.12.4.1), order, provisioning, and maintenance and repair functions for the Telecommunications Services described in this Agreement between CTC and GCI. The purchasing Party 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. The providing Party may provide a revised report when discrepancies are identified.

12.12.7.8 Reporting Schedule. Performance reports will be provided and described in the Operations Manual. Reports for a given time period are due by 5PM the following business day.

12.12.7.9 Self-Correcting Out of Compliance Condition. The providing Party 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. The purchasing Party may invoke escalated dispute resolution upon discovery of continued out of compliance by the providing Party in accordance with Section 5.18.

Section 13 - Intentionally Left Blank

Section 14 – 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 presubscribed 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 The providing Party 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 The purchasing Party agrees to pay the providing Party for each activation by the purchasing Party's Resale End User Customer of any services or features that are billed on a per use or per activation basis. With respect to all such charges, the providing Party shall provide the purchasing Party with sufficient information to enable the purchasing Party to bill its End User Customers.

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

directory assistance services, and other N11 routing requiring specialized routing as determined by the purchasing Party.

14.3 Rate Elements

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates shown below.

Cordova Telephone Cooperative, Inc.	**General Communication, Inc.**
By: Paul Kelly	**By:** F.W. Hitz
Printed: Paul Kelly	**Printed:** F.W. Hitz, III
Title: CEO	**Title:** VP, Regulatory Economics and Finance
Date: 6-26-08	**Date:** 6/4/08

Resale and Facilities - Based Interconnection Rates - Exhibit A
General Communications Inc. and Cordova Telephone Cooperative, Inc.

Row	Rate Element	Recurring Rates	Non Recurring Rates	Unit
Maintenance and Repair				
1	Trouble Ticket Re-Sequencing Fee		$37.07	Per Use
2	Trouble Ticket History Query Request		$15.46	Per Query
3	No Trouble Found		Per Tariff	
4	Normal Hours: Maintenance and Repair Charge		Per Tariff	
5	After Hours Maintenance and Repair Charge		Time and Materials	per call out
6	Authorized Post-NID Labor Charge		Time and Materials	per call out
Pre-Order Services (See Note 3)				
7.a	Pre-Order Request—Simple "Manual"		$2.20	Per line per customer
7.b	Pre-Order Request—Simple "Automated"		TBD	Per line per customer
8	RISP Modification—Pre-Order Automation-As Requested		TBD	One Time Fee
9	Pre-Order Request—Complex Switching Query Only		$9.30	Per line per customer
10	Pre-Order Request—Complex Engineering Circuits		$9.28	Per line per customer
11	After-Hours Pre-Order Simple "Manual" (10 Line Minimum)		$7.01	Per line per customer
12	After-Hours Pre-Order Simple "Automated" (10 Line Minimum)		TBD	Per line per customer
13	After-Hours Pre-Order Complex Switching Query Only (10 Line Minimum)		$14.16	Per line per customer
14	After-Hours Pre-Order Complex Engineering Circuits (10 Line Minimum)		$14.28	Per line per customer
15	Expedite Fee		Time and Materials + 10%	Per Request
Conversion Orders				
16	Conversion Order: DID Group Port		$5.30	Per Number-block
17	Conversion Order Port A Number		$4.34	Per line per Customer
18.a	TSR Conversion Order—Switched Lines		$22.00	Per order
18.b	TSR Conversion Order—Special Access Lines		$25.30	Per order
19	After-Hours: Conversion Order		Time and Materials	Per line per Customer
Technician Work				
20	After-Hours: Failed Conversion Call-Out		Time and Materials	Per call out
21	Stand-By Time/Holdover Time		Time and Materials	Per call out
Other Fees				
22	Map Fee		Time and Materials	per request
23	Late Fee		1.0% of Billed Amount	
24	Finance Charge	0.02734%		per day on Outstanding Balance
25	Joint Testing		Time and Materials	per request
26	Cost Estimate Fee		Time and Materials	per request
27	PIC Change Fee		Per AECA/NECA Tariff	per line per change
28	Third Party Transit Fee		$0.006	Per minute of use
29	Exchange Service- Interconnection Traffic	Bill & Keep	Bill & Keep	
30	RISP Start-Up/Modifications - As Requested		Time and Materials	
30.5	Start-Up Cost for Engineerig Services (e.g., 411 and 611 Translations)		Time and Materials	
31	Performance Metric Reports - Setup Charge		Time and Materials	One Time Fee (see foot note 4)
32	Performance Metric Report Generation Fee	$93.50		per month
33	Dialing Parity: Routing/Translations Fee - Setup		Time and Materials	
Ancillary				
34	Stub Pole Attachment Fee	$6.60		Per Pole Per Month
35	Pole Attachment Fee	$6.60		Per Pole Per Month
36	Innerduct Occupancy Fee	$0.90		per foot, per Year
37	Duct/Conduit Fee	$1.19		Per foot, per Year
38	Inquiry Fee		Time and Materials	
39	Make-Ready Fee		Time and Materials	
40	Access Agreement Consideration Fee (NRC)		Cost of Reconveyance	
41	Access Agreement Consideration Annual Fee	Agency Assessment		
42	Access Agreement Preparation Fee		Time and Materials	
43	Field Verification Fee (ROW, Poles, Manholes)		Time and Materials	
44	Final Inspection		Time and Materials	
45	Unauthorized Attachment Audit Fee		Time and Materials	
46	Facility Planner Fee		Time and Materials	
47	RISP Modification - Electronic Billing of GCI Invoices-(not email, web		TBD	One Time Fee
48	Joint Use Relocation Fee		Time and Materials	Time and Materials
Row	**Rate Element**	**Recurring**	**Non-Recurring**	
Services for Resale				
49	Local Resale	Per Tariff	Per Tariff	Recurring and Non-recurring

Note 1: Intentionally Left Blank.

Note 2: Intentionally Left Blank.

Note 3: A Pre-Order Request—Simple charge will apply to every pre-order request. Pre-Order Request—Complex Switching and Pre-Order Request—Complex Engineering charges will apply when appropriate and in addition to the Simple charge. If the Complex Switching charge applies, normally the Complex Engineering charge will not, and vice versa. One exception is PRI, for which all three types of charges (Simple, Complex Switching and Complex Engineering) will apply.

Note 4: Actual cost not to exceed $4,945

Exhibit B

Resale and Interconnection Support Process (RISP),

Data Elements, Functions, and Data Base Information

Section 1.0 General Requirements

The providing Party shall provide to the purchasing/requesting Party (herein, the "purchasing Party") 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.

1.1 The providing Party shall provide the purchasing Party nondiscriminatory access to RISP functions and database information for preorder, order, provisioning, maintenance and repair services, and billing functions for the telecommunications services described in this agreement.

Nothing in this section should be interpreted to mean that the providing Party will provide the purchasing Party with a direct interface into the providing Party's RISP system or databases.

> **1.1.1** As additional tariff services are introduced, the providing Party shall make any associated data elements available to the extent required by law so that the purchasing Party may efficiently request and receive all customer data required for preordering, ordering, provisioning, maintenance and repair, and billing of the new services.

1.2 The providing Party shall allow the purchasing Party access to the providing Party's RISP processes, functions, and database information to:

- Submit, revise and/or cancel purchasing Party service orders;
- Receive acknowledgment that the service order was received;
- Receive FOC information for purchasing Party orders, including:
- Providing Party Service Order number;
- Telephone number;

- Due Date and, where applicable, time;
- Inquire to the availability of due dates;
- Receive service order status for purchasing Party orders;
- Receive completion date and time for purchasing Party orders;
- Assign/reserve telephone numbers or blocks of numbers for assignment by the purchasing Party;
- Submit, revise, and/or cancel purchasing Party trouble reports (tickets);
- Receive confirmation that the trouble report (ticket) data was received;
- Obtain trouble report (ticket) details for purchasing Party troubles upon request
- Receive trouble report status of open purchasing Party trouble report (ticket);
- Receive completion date and time and findings of trouble resolution;
- Line test for any resold service

Section 2.0 Customer Locations

2.1 Intentionally Left Blank.

2.1.1 Upon request by the purchasing Party, the providing Party shall provide to the purchasing Party access to the providing Party's Boundary Maps within 6 business days of approval of this Agreement by the Commission.

Section 3.0 Query Based Data Requirements

3.1 The providing Party shall provide access to "query' based data at the request of the purchasing Party. "Query" based data is that which the purchasing Party requires prior to submitting an order to the providing Party, 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 The providing Party shall allow the purchasing Party to query for data as described in Section 12.6. The queries shall pertain to a customer switching their service(s) to the purchasing Party, or an existing customer of the purchasing Party. The data response shall be provided by the providing Party whether data is stored and retrieved electronically, manually, or a combination of the two. Charges for queries are described in Exhibit A.

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 and available:

Simple Request:

1 Customer billing information (i.e. name, address, customer type, service classification); Service Account numbers; special exemptions.

2 All working telephone numbers and services for all addresses associated with customer, and/ or account, and the full service address for each. The service address to include house number, sub-address, like suite number, if applicable, community, street directional, street suffix, zip code, as available.

3 Customer services, features, and equipment on each number, to include; all line features, LIDB information; current LD PIC, Freeze PIC indicator; blocking or blocking exceptions, listing type, etc.; agency authorization and date of agency authorization.

4 Directory listing information. All lines in current listing for each individual published number; including:

listed name; listed telephone number; listed address; listing placement; listed nickname; dual name listing; non-standard telephone number; foreign listings; current yellow page classified heading/heading code; indents (indent text); non-pub or non-list information ;professional identifier; caption (or sub-listing)– additional listing; additional lines of information; cross reference listing.

Complex - Switching Elements:

Switch configuration data for, as applicable:

1. Features on each service, such as: Call Forward Busy or No Answer, Remote Call Forward, PINs, etc.

2. Multi-line or directory hunt information including assigned numbers, sequence in hunt string, hunt group identification, hunting type, destination number for Line Overflow to Directory number, etc.

3. DID number block quantity; 100, 50, etc; route the DID block is pointed to.

4. Trunk group related data such as trunk group number, number of trunks/channels in the group, digits in/out, route number(s) associated with the trunk group, billing telephone number, overflow destination, etc.

5. Identification of active channels/trunks on a T-1 or PRI, and the configuration of the channels, including trunk group they are assigned to. Also trunks assigned to an analog DID trunk group.

a. For any T-1 or PRI, all numbers associated with or assigned to a trunk/channel, or routed to a trunk group, and the route they are pointed to.

6. Signaling on trunks/channels of a T-1, PRI or analog DID trunks –E&M, wink or immediate start, ground or loop start signaling, Line coding and framing for a T-1/PRI, such as B8ZS or AMI coding, extended super-frames

7. PRI parameters, such as; PRI calling party number feature; PRI 911 calling party number feature; Custom or National; other D channel programming, etc.

8. Any other specialized programming associated with a T1, trunk group or channel such as POTS emulation, and features such as hunting or forwarding.

Complex – Engineering Elements:

Items from Simple and Complex as applicable; and,

1. Circuit ID;

2. Circuit type – 2-wire voice grade, T-1, etc.

3. Service address of each terminating point of the circuit, including all legs of a multi-point circuit.

4. Any applicable conditioning or signaling, or line coding and framing for a T-1, such as B8ZS or AMI coding, extended super-frames; any other information available on channel configuration, trunk groups, numbers, etc.

Section 4.0 Availability of Data

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