Before Commissioners: Anthony A. Price, Chairman  
Kate Giard  
Dave Harbour  
Mark K. Johnson  
Janis W. Wilson  

In the Matter of the Resale and Facilities  
Interconnection Agreement Between INTERIOR TELEPHONE COMPANY, INC. AND GCI COMMUNICATION CORP. d/b/a GENERAL COMMUNICATION INC. and GCI

SUBMISSION OF RESALE AND FACILITIES INTERCONNECTION AGREEMENT

Interior Telephone Company, Inc. ("ITC") and GCI Communication Corp. d/b/a General Communication, Inc., and d/b/a GCI ("GCI"), hereby jointly submit the enclosed, signed Resale and Facilities Interconnection Agreement ("Interconnection Agreement"). ITC and GCI began negotiations of the Interconnection Agreement in January 2007. In June 2007, GCI filed for arbitration of the parties’ remaining disputed issues regarding the agreement by a private arbitrator. The Interconnection Agreement filed herewith reflects in part the results of that arbitration. Under the Commission’s Rulings in U-07-113 and 47 U.S.C. § 252(e)(4), the Interconnection Agreement is deemed approved if the Commission does not act to approve or reject the agreement within 90 days after filing.
DATED at Anchorage, Alaska this 25th day of November, 2007.

Respectfully Submitted,

GCI COMMUNICATION, CORP.

BY: Mark R. Moderow
    Corporate Counsel
    Alaska Bar No. 7510080

DORSEY & WHITNEY, LLP
Attorneys for Interior Telephone Company, Inc.

By: Heather H. Grahame
    Stefan M. Lopatkiewicz
Resale and Facilities Interconnection Agreement

Terms and Conditions for Facilities Interconnection, And Resale of Telecommunications Services Between

Interior Telephone Company, Inc.

And

General Communication Inc.

Agreement signed by the parties: ____________________________
RCA Approval: ____________________________
Agreement Effective: ____________________________
Agreement Renewal: ____________________________
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>General Terms</td>
<td>5</td>
</tr>
<tr>
<td>2.0</td>
<td>Interpretations and Construction</td>
<td>6</td>
</tr>
<tr>
<td>3.0</td>
<td>New Carrier Entry</td>
<td>9</td>
</tr>
<tr>
<td>4.0</td>
<td>Definitions</td>
<td>11</td>
</tr>
<tr>
<td>5.0</td>
<td>General Terms and Conditions</td>
<td>21</td>
</tr>
<tr>
<td>5.1</td>
<td>General Provisions</td>
<td>21</td>
</tr>
<tr>
<td>5.2</td>
<td>Term of Agreement</td>
<td>21</td>
</tr>
<tr>
<td>5.3</td>
<td>Letter of Agency</td>
<td>22</td>
</tr>
<tr>
<td>5.4</td>
<td>Payment</td>
<td>23</td>
</tr>
<tr>
<td>5.5</td>
<td>Taxes</td>
<td>25</td>
</tr>
<tr>
<td>5.6</td>
<td>Insurance</td>
<td>25</td>
</tr>
<tr>
<td>5.7</td>
<td>Force Majeure</td>
<td>26</td>
</tr>
<tr>
<td>5.8</td>
<td>Limitation of Liability</td>
<td>26</td>
</tr>
<tr>
<td>5.9</td>
<td>Indemnity</td>
<td>27</td>
</tr>
<tr>
<td>5.10</td>
<td>Intellectual Property Rights</td>
<td>28</td>
</tr>
<tr>
<td>5.11</td>
<td>Warranties</td>
<td>29</td>
</tr>
<tr>
<td>5.12</td>
<td>Assignment and Subcontract</td>
<td>29</td>
</tr>
<tr>
<td>5.13</td>
<td>Default</td>
<td>29</td>
</tr>
<tr>
<td>5.14</td>
<td>Disclaimer of Agency</td>
<td>29</td>
</tr>
<tr>
<td>5.15</td>
<td>Severability</td>
<td>30</td>
</tr>
<tr>
<td>5.16</td>
<td>Nondisclosure</td>
<td>30</td>
</tr>
<tr>
<td>5.17</td>
<td>Survival</td>
<td>32</td>
</tr>
<tr>
<td>5.18</td>
<td>Dispute Resolution</td>
<td>32</td>
</tr>
<tr>
<td>5.19</td>
<td>Intentionally Left Blank</td>
<td>35</td>
</tr>
<tr>
<td>5.20</td>
<td>Controlling Law</td>
<td>35</td>
</tr>
<tr>
<td>5.21</td>
<td>Responsibility for Environmental Contamination</td>
<td>35</td>
</tr>
<tr>
<td>5.22</td>
<td>Notices</td>
<td>36</td>
</tr>
<tr>
<td>5.23</td>
<td>Responsibility of Each Party</td>
<td>37</td>
</tr>
<tr>
<td>5.24</td>
<td>No Third-Party Beneficiaries</td>
<td>38</td>
</tr>
<tr>
<td>5.25</td>
<td>Regulatory Approvals</td>
<td>38</td>
</tr>
<tr>
<td>5.26</td>
<td>Intentionally Left Blank</td>
<td>38</td>
</tr>
<tr>
<td>5.27</td>
<td>Implementation</td>
<td>38</td>
</tr>
<tr>
<td>5.28</td>
<td>Amendments</td>
<td>39</td>
</tr>
<tr>
<td>5.29</td>
<td>Entire Agreement</td>
<td>39</td>
</tr>
<tr>
<td>5.30</td>
<td>Joint Work Product</td>
<td>39</td>
</tr>
<tr>
<td>5.31</td>
<td>Parity of Service</td>
<td>39</td>
</tr>
<tr>
<td>5.32</td>
<td>Audits and Examinations</td>
<td>40</td>
</tr>
<tr>
<td>5.33</td>
<td>Intentionally Left Blank</td>
<td>40</td>
</tr>
<tr>
<td>5.34</td>
<td>Remedies</td>
<td>40</td>
</tr>
<tr>
<td>5.35</td>
<td>Waivers</td>
<td>41</td>
</tr>
<tr>
<td>5.36</td>
<td>Headings Not Controlling</td>
<td>41</td>
</tr>
</tbody>
</table>
12.8 Ordering and Provisioning Order types are described in Section 12 of this Agreement................................................................. 81
12.9 Intentionally Left Blank.................................................................................. 82
12.10 Resale and Interconnection Support Process for Maintenance and Repair Functions........................................................................... 82
12.11 Expedited Special Requests ........................................................................ 86
12.12 Performance, Metrics, and Reporting.......................................................... 87

Section 13 - Intentionally Left Blank ................................................................. 92

Section 14 – Dialing Parity ............................................................................... 94
14.1 Description..................................................................................................... 94
14.2 Terms and Conditions................................................................................... 94
14.3 Rate Elements............................................................................................... 94
Section 1.0 – General Terms

This Interconnection and Resale Agreement (the “Agreement”) is effective the___day of November, 2007, by and between GCI Communication Inc. (“GCI”), an Alaska corporation, and Interior Telephone Company, Inc. (“ITC”), an Alaska corporation (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 transport and termination of calls so that Customers of each can seamlessly receive traffic that originate on the other’s network and place calls that terminate on the other Party’s local network; and

WHEREAS, the Parties wish to purchase from one another local wireline Telecommunications Services for resale; and

WHEREAS, the Parties wish to purchase from one another certain ancillary services and functions and additional features, to the extent required under Section 251(b) of the Act, which are specifically included in this Agreement, and to use such services for the provision of their Telecommunications Services; and

WHEREAS, the Parties intend this Agreement to comply with the Communications Act of 1934, as interpreted by orders and regulations of the Federal Communications Commission (“FCC”), and by the orders and regulations of the Regulatory Commission of Alaska (“RCA”);

Now, therefore, in consideration of the terms and conditions contained herein, ITC 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 successors) of that statute, regulation, rule, tariff, technical reference, technical publication, or of 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 Applicable Law or interpretation thereof will be to such Applicable Law or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented.

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 Approval Date (the “Applicable Law”). Nothing in this Agreement shall be deemed an admission by ITC or GCI concerning the interpretation or effect of the Applicable Law or an admission by either Party that the Applicable Law should not be changed, vacated, dismissed, stayed, or modified. Nothing in this Agreement shall preclude or estop ITC or GCI from taking any position in any forum concerning the proper interpretation or effect of the Applicable Law or concerning whether the Applicable Law should be changed, vacated, dismissed, stayed, or modified. To the extent that the Applicable Law is vacated, dismissed, stayed, or materially changed or modified in a manner requiring amendment of this Agreement, then the Parties shall amend this Agreement to reflect such legally binding modification or change of the Applicable Law. 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 Applicable Law, 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. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Applicable Law, 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 a Party's Tariff, methods and procedures, technical publications, policies, product notifications, or other documentation relating to a Party'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 either Party to provide any service to the other Party that is not required under Section 251(a) or (b) of the Act. In particular, this Agreement shall not be interpreted to require either Party 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 ITC's negotiation or performance of this Agreement be construed as a waiver or compromise of ITC'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 Intentionally Left Blank.

2.6 Intentionally Left Blank.

2.7 The Parties acknowledge that the RCA's order granting GCI a certificate of public convenience and necessity to provide local exchange telecommunications service in ITC's service area is currently on appeal before the Superior Court for the State of Alaska, Third Judicial District at Anchorage, in Case No. 3AN-05-14077CI, which appeal has been consolidated with another appeal, Case No. 3AN-06-07359CI (collectively, the "Appeals"). Nothing in this Agreement shall be construed or asserted as an admission or cited as evidence by either Party regarding any issue in dispute in the Appeals or in any subsequent appeals or remand to the RCA. If ITC, or any other appellant in the Appeals, prevails in a final order issued in the Appeals or any subsequent appeals or remands to the RCA, it is possible that GCI will no longer be authorized to provide Local Exchange Service in all or part of ITC's service area. If and to the extent that GCI loses such authority to provide Local Exchange Service, and notwithstanding
anything to the contrary in Section 2.2 or Section 5.25, performance by the Parties under this Agreement shall be terminated beginning on the effective date of GCI's loss of authority to provide such service. If and to the extent that, prior to the end of the term of this Agreement, GCI regains any authority to serve that was previously lost as a result of the Appeals, performance by the Parties under this Agreement shall recommence on the effective date of GCI's regaining such authority, subject to any amendment of the Agreement required as a result of any alteration of or conditions imposed on GCI's reinstated authority. Any suspensions of performance under this section shall not extend or otherwise alter the term of this Agreement.

2.8 Intentionally Left Blank.
Section 3.0 – New Carrier Entry

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 Carrier Questionnaire,” as it applies to obtaining interconnection, ancillary services, and/or resale of Telecommunications Services hereunder. The requirement to complete a “New Carrier Questionnaire” 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 Carrier 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 the Carrier 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 the providing Party is able or will provide the requested service, function, or report.
Section 4.0 – Definitions

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

4.2 For any term which is not defined in this Section 4.0 or elsewhere in this Agreement, the term shall have the meaning and the definitions as typically used within the telecommunications industry, such as those defined by the American National Standards Institute (“ANSI”) Bellcore, and 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 ITC’s regular business hours.

“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.

“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.

“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”

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

“Business Day(s)” means the day(s) of the week excluding Saturdays, Sundays, and all ITC 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:

“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.
"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.

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

"Conduit" and "Duct" have the same meaning and mean a single enclosed raceway which can contain one or more Inner Ducts, conductors, cable and/or wire.

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

"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 Telecommunications Carriers. See also, End User Customer.

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

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

"Demarcation Point" means the point of interconnection between a Party’s distribution network and terminal equipment, and the protective apparatus or wiring at a customer's premises (Network Interface Device).

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

"Direct Inward Dialing" ("DID") provides for direct-dial access to PBX stations (or radio paging or voice mail systems) from the public switched telephone network.

"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.

“Duct” See “Conduit.”

“Due Date” means the specific date on which the requested service is expected to be available to the receiving Party or to the receiving Party’s Customers, as applicable.

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

“End Office Switch” See “Central Office Switch.”

“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 traffic that is originated and terminated within the same Wireline Local Calling Area as determined by the RCA.

“Facilities Based Operator” (“FBO”) shall mean the facilities based operator selling Local Exchange Service to the Reseller for resale to the Reseller’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 the purchasing Party’s order.
"Grandfathered Services" shall mean Telecommunications Services that a Party no longer offers or no longer offers on the same terms and conditions but that the Party continues to make available on such former terms and conditions only to a limited group of Customers that have purchased such services in the past.

"ICB" means Individual Case Basis.

"Inner Duct" means a Duct-like raceway smaller than a Duct or Conduit that is inserted into a Duct or Conduit to enable it to carry multiple conductors, cables and/or wires.

"Interconnection Agreement" or "Agreement" refers to this agreement entered into between ITC 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" means the date upon which a Party renders an invoice for Telecommunications Services.

"Letter of Agency" ("LOA") shall be as defined in Section 5.

"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 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 defined in Section 7 of this Agreement.
“Local Number Portability” ("LNP") 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 NXXXs 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.

“Multiple Tenant Environment” ("MTE") means a structure or structures occupied by more than one tenant.

“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 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 a 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 5.31.

"Party" means either ITC or GCI and “Parties” means ITC 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 Interconnection” ("POI") shall have the meaning defined in Section 7, subsection 7.1.1.3.

“Pole Attachment” shall mean a facility owned or controlled by the purchasing Party that is attached to a pole owned or controlled by the providing Party.

“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.
Section 4.0 Definitions

“RCA” shall mean the Regulatory Commission of Alaska.

“Remote Terminal” (“RT”) means a cabinet, vault, or similar structure at an intermediate point between the End User Customer and ITC 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” is defined in section 6 of this Agreement.

“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.

“Reseller” shall mean the Party reselling the Facility Based Operator’s Telecommunications Services.

“Right of Way” (“ROW”) means a legal right of access to or passage over land or real property owned by another Person sufficient to permit the providing Party to place Telecommunications facilities on, above, across, along or through such property or to enter multiple tenant environments. 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 MTE. 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.

“Service Date” (“SD”) means the date service is made available to the 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.

“Special Contract” is as defined in 3 AAC 48.820(36)

“SPOC.” See “Single Point Of Contact”.

“Stub Pole” shall mean a short pole utilized for telephone equipment attachments.

“Stub Pole Attachment” shall mean a facility owned or controlled by the purchasing Party that is attached to a stub pole owned or controlled by the providing Party. A stub pole is a short pole utilized for telephone equipment attachments.

“Switch” See Central Office Switch.

“Tariff” as used throughout this Agreement refers to the providing Party’s Tariff governing Local Exchange Service, unless otherwise indicated.

“TBD” means To Be Determined.

“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.

“Telephone Exchange Service” means:

i) Service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge or,

ii) Comparable service provided through a system of switches, transmissions equipment, or other facilities (or combination) by which a subscriber can originate and terminate a telecommunications service.

“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.
“Transit Traffic” is eligible traffic transited across a party’s network in accordance with the terms of Section 7.3.2 of this Agreement.

“Waste” means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities ITC 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 ITC, 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.

“Wireline Local Calling Area” is the exchange area served by a Central Office (including EAS) as defined in the ITC Tariff and approved by the RCA.

“Work Locations” means any real estate that ITC or GCI 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 its Exhibits, specifies the rights and obligations of each Party with respect to the establishment of the Interconnection pursuant to Section 251 (a) of the Act, and the provision of services pursuant to Sections 251(b) of the Act. This Section 5.0 sets forth the general terms and conditions governing this Agreement. Terms used but not defined in this Agreement will have the meanings ascribed to them in the Act and in the FCC’s and RCA’s 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 ability to provide Local Exchange Service or Interconnection. Normal maintenance and other activities that are transparent to the other Party and its end users are excluded from this requirement pursuant to this Agreement.

5.1.3 In consideration of the services provided by one Party to the other Party as set forth in this Agreement, the Party receiving services shall pay the charges set forth in Exhibit A. The Parties will not unilaterally revise the rates set forth in Exhibit A, including adding new rate elements not contained in Exhibit A. However, if either Party identifies a need to revise an existing rate in Exhibit A, or that a rate is missing from Exhibit A, the Parties agree to work cooperatively to negotiate such revisions or rates. If the Parties are unable to reach agreement, they shall submit the matter to Dispute Resolution.

5.1.4 Intentionally Left Blank.

5.1.5 Intentionally Left Blank.

5.1.6 Intentionally Left Blank.

5.2 Term of Agreement

5.2.1 This Agreement shall be deemed effective as of the Approval 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.

5.2.2 The initial term of this Agreement shall be three (3) years commencing as of the 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 or at any time thereafter. 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 Customer of such other Party, it will obtain a valid Letter of Agency (LOA) or/and Third Party Validation (TPV) authorizing the requesting Party, on the Customer’s behalf, to obtain Customer information and to change the Customer’s Exchange 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 executing carrier, as defined in 47 CFR 54.1100(a), responsible for payment of the Customer’s telephone bill; (2) an adult person authorized by such Customer to change Telecommunications Services or to charge services to the account; or (3) a Person contractually or otherwise lawfully authorized to represent such Customer regarding changes in Telecommunications Services.

5.3.2 Upon receipt of a preorder or order request for a Customer, the executing carrier shall promptly provide the submitting carrier, as defined in 47 CFR 54.1100(a), access to the Customer’s data or process the order request without requiring production of a signed LOA or TPV, based upon the blanket certification in section 5.3.1 that the Customer has authorized the submitting carrier to obtain such data for the purpose of implementing a change in Exchange Service providers and/or implement such a change.

5.3.3 Either Party shall have the right, at any time, to audit a representation that a valid LOA or TPV exists under Applicable Law. Upon five (5) days’ notice from the executing carrier, the submitting carrier shall produce to the executing carrier, either in person or electronically, a copy of the valid LOA or TPV, together with a copy of any recorded conversation by which authorization was deemed given by the Customer. The time expended in providing information requested in an audit initiated without an associated consumer complaint or Commission inquiry may be billed to the executing carrier by the submitting carrier responding to the audit request, provided, however, that, during the first six (6) months following the Approval Date, the executing carrier shall be entitled to request on a sample basis copies of LOAs and/or TPVs for up to two (2) Customers a week for which it received preorder or order requests. Such sample audit requests will be honored within five (5) days by the submitting carrier without charge. Audit information may be disclosed, on a need to know basis only, to (i) the legal personnel of the executing party in connection with their representation and/or (ii) a regulatory manager of the executing party. In no case shall the retail marketing or sales personnel of the executing party have access to audit information, and Customer(s) shall not be contacted in the absence of a consumer complaint or Commission inquiry.
5.3.4 If a dispute arises pursuant to the Dispute Resolution process described in Section 5.18 of this Agreement regarding the validity of a Customer’s authorization to change Exchange Service providers, neither Party will block, 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 pendency of the Dispute Resolution process.

5.3.5 In consideration for the executing carrier’s reliance on the submitting carrier’s certification in section 5.3.1, the submitting carrier shall indemnify and hold harmless the executing carrier from and against any claims, judgments, damages, costs or expenses (including reasonable attorney’s fees) arising out of or associated with any claim by a Customer that its service has been transferred to the submitting carrier without the Customer’s authority or that the Customer’s data has been wrongfully released to the submitting carrier.

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 twenty (20) days of the Invoice Date. Payment shall be made in immediately available funds. If the Payment Due Date falls on a weekend or on a Holiday, the Payment Due Date shall be the first business day following such weekend or Holiday. Payment will be considered delinquent if not received by the twenty-fifth day after 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 either Party disputes, in good faith, any portion of the nonrecurring charges or monthly billing under this Agreement, the billed Party will pay the disputed charges subject to the Dispute Resolution process, and notify the billing Party in writing on or before the date the payment becomes delinquent 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 Applicable 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 Invoice Date following 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 billing Party may bill the additional charge during a period up to six (6) months after the date of the bill. The Parties shall use the Dispute Resolution provisions of this Agreement to resolve the discovered error.

5.4.5 If the Parties have an existing business relationship that exceeds ten (10) years, 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 delinquent payments made 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 three (3) 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 this Section 5.

5.4.7 Amounts due and payable, which are not paid prior to the delinquency, 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 Intentionally Left Blank.

5.4.9 Intentionally Left Blank.

5.4.10 Neither Party shall contact the other Party’s Customer in regard to payment issues.
5.5 Taxes

5.5.1 Each Party shall be responsible for the payment of any federal, state or local excise, license, sales, use, or other taxes or tax-like charges resulting from the performance of this Agreement and imposed on it by Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. 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 purchasing Party. 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 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. Each Party is responsible for any tax on its corporate existence, status, or income.

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 To the extent permitted by law, all policies of a Party, shall be endorsed to
name the other Party as an Additional Insured at the time that the insured Party
occupies or uses the other Party’s property or facilities hereunder. So long as a
Party uses or occupies the other Party’s property or facilities in the performance
of this Agreement, it shall produce certificate(s) of Insurance, including a copy of
the Additional Insured Endorsement prior to commencing performance under
this Agreement and annually thereafter. 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 personnel or
equipment remains within the other Party’s property or facilities, 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
under 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, sea level
changes, melting permafrost, extreme cold, nuclear accidents, floods, power
blackouts, strikes, work stoppage affecting a supplier, or other unusually severe
weather. No delay or other failure to perform shall be excused pursuant to this
Section 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 (and the other Party shall likewise be excused
from performance of its obligations for an equal period to the extent such Party’s
obligations relate to the performance interfered with), 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 With respect to any claim or suit for damages arising out of mistakes,
omissions, defects in transmission, interruptions, failures, delays or errors
occurring in the course of furnishing any service hereunder, the liability of the
Party furnishing the affected service, if any, 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; provided, however, that any
such mistakes, omissions, defects in transmission, interruptions, failures, delays,
or errors which are caused by the negligence or willful act or omission of the
complaining Party or which arise from the use of the complaining Party’s facilities
or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.

5.8.2 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE (BUT NOT INCLUDING WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE), AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY’S AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIMS.

5.8.3 Nothing contained in this section will limit either Party’s liability to the other for bodily injury, death or damage to real or tangible 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 shall limit either Party’s obligations of indemnification specified in this Agreement, nor shall this Section 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, at the other’s request, to defend, 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, demand, 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 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 performance hereunder.

5.9.2 The Indemnifying Party under this section agrees to defend at its cost any Claim brought against the other Party. The Indemnitee agrees to notify the Indemnifying Party promptly, in writing, of any written Claims for which it claims that the Indemnifying Party is responsible under this Section, and to cooperate in every reasonable way to facilitate defense or settlement of such Claims. The Indemnifying Party shall have complete control over defense of the Claim and over the terms of any proposed settlement or compromise thereof. The Indemnitee may also choose to participate in or observe such defense at its own cost. The Indemnifying Party shall not be liable under this section for settlement by the Indemnitee of any Claim, if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the Claim 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.

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 Customers 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, trade secret, trade name, logo or any 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. 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.

5.10.2 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.
5.11 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. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED “AS IS”.

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 an entity qualifying as an Affiliate, without the consent of the other Party, provided that the performance of this Agreement by any such assignee shall remain 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 The foregoing is not intended to preempt or affect any regulatory approval required for a Party’s transfer or assignment of licenses, authorizations, facilities or contractual rights or obligations used in the performance of this Agreement.

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) Days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement, suspend performance affected by nonpayment in violation of section 5.4.4, or both. 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 one Party to act for the other, 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 the Section entitled 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 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical, customer, end user, or network information (including forecasting information) given by one Party (the "Discloser") to the other (the "Recipient"), which is disclosed by one Party to the other during negotiation or performance of this Agreement. Such Confidential Information will automatically be deemed proprietary to the Discloser and subject to this Section, unless otherwise confirmed in writing by the Discloser. All other information, which is indicated and marked as Confidential Information at the time of disclosure shall also be, treated as Confidential Information under this Section. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than (a) its employees having a need to know for the purpose of performing under this Agreement, and (b) agents and representatives, including without limitation, attorneys, who are under a legal obligation to maintain the confidentiality of disclosures, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information.

5.16.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

5.16.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except
for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

5.16.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient, (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure, or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration, approval, or enforcement of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.

5.16.5 The Parties recognize that an individual end user may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use Customer specific information lawfully obtained from end users or sources other than the Discloser.

5.16.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

5.16.7 Nothing herein should be construed as limiting either Party's obligations under Section 222 of the Act.

5.16.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

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 (i) the legal personnel of the Receiving Party in connection with their representation in any dispute regarding the quality or timeliness of the forecast for use only in such dispute, or (ii) the Receiving Party’s interconnection account managers and network and growth planning personnel responsible for preparing or responding to such forecasts. In no case shall the retail marketing, sales or strategic planning personnel of the Receiving Party have access to forecasting information provided by the Disclosing Party.

5.16.9.2 Upon the specific order of the RCA, a Receiving Party may provide to the RCA the forecast information that a Disclosing Party has made available to the Receiving Party under this Agreement, provided that the Receiving Party shall first have the opportunity to initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information produced to the RCA, and provided further that the Receiving Party provides the Disclosing Party timely notice of the RCA’s order, in order to allow the Disclosing Party to prosecute such confidentiality 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 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 arising out of this Agreement and its breach between the Parties 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. Nothing in this Section 5.18 shall limit the right of either ITC 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 at the managerial level, for a minimum of twenty (20) business days. The discussions
and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both Parties.

5.18.3 Dispute Escalation

5.18.3.1 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.

5.18.3.2 In the event that such matter remains unresolved for ten (10) 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.

5.18.3.3 In the event that the meeting or conference call specified in Section 5.18.3.2 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.

5.18.3.4 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.

5.18.4 Standing Arbitrator

5.18.4.1 To ensure that disputes are resolved expeditiously, the Parties agree to appoint a standing arbitrator (“Standing Arbitrator”) within thirty (30) working days after the Approval Date. The Parties shall attempt to reach agreement regarding the appointment of a Standing Arbitrator. If 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.

5.18.4.2 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.

5.18.4.3 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.

5.18.4.4 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.

5.18.4.5 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.

5.18.4.6 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.

5.18.4.7 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.

5.18.4.8 Either Party may request the Standing Arbitrator to award a Party’s arbitration costs upon a showing of frivolous disputes brought by the other Party.
5.18.5 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 in requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.6 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.

5.18.7 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 and FCC.

5.18.8 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.

5.18.9 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, the Party required to make the payment shall pay the charges while the Dispute of such charges is pending (see, 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, without reference to the conflict-of-law provision thereof.

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 Intentionally left blank.

5.21.3 Intentionally left blank.

5.21.4 Intentionally left blank.

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 The Parties agree to inform one another promptly upon their discovery of an Environmental Hazard that can affect either Party’s performance of this Agreement. Each Party agrees to undertake all necessary and appropriate mitigation or clean-up activities at its own cost for any such Environmental Hazard determined to exist on its facilities or property.

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 by one Party to the other 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  
Email: 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  
Email: mmoderow@gci.com

To ITC

Name: Donna Rhyner  
Address: 201 East 56th Avenue  
Anchorage, AK  99518  
Facsimile: 907-550-1553  
Email: administration@telalaska.com

Name: Heather Grahame  
Firm: Dorsey & Whitney LLP  
Address: 1031 W. 4th Avenue, Suite 600  
Anchorage, AK  99501  
Facsimile: 907-276-4152  
Email: grahame.heather@dorsey.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 Law, 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 Applicable Law. Notwithstanding the foregoing, in the event GCI is no longer authorized to provide local exchange telecommunications service in an ITC exchange as a result of a binding order of a court or the RCA, performance under this Agreement shall be terminated in accordance with the terms of section 2.7 with regard to such exchange.

5.26 Intentionally Left Blank.

5.27 Implementation

5.27.1 Certain procedures required to implement this Agreement are documented in the Operations Manual. The Parties recognize that some further or revised procedures may be necessary after the signing of this Agreement. If further or revised procedures are determined necessary by the Parties, 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 Party’s 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 The Parties will complete the Operations Manual concurrent with contract negotiations.

5.27.5 Intentionally Left Blank

5.27.6 Intentionally Left Blank

5.27.7 The Operations Manual may be amended only by mutual agreement of the Parties. The Parties may mutually agree to amend the Operations Manual without amending this Agreement or abrogating their respective obligations set forth in this Agreement.

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 subject matter hereof 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 subject of this Agreement.

5.30 Joint Work Product

5.30.1 This Agreement is the Parties joint work product. 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 The Parties shall perform their obligations and duties under the Agreement in a non-discriminatory manner and in accordance with Applicable Law. 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 them 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." The latter is not intended to be a weaker test than the "substantially same time and manner" test referenced above.

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, and shall be entitled to audit services provided during the prior twelve (12) month period.

5.32.2 Upon sixty (60) days’ written notice, the requesting Party shall have the right through its authorized representative to perform an Audit of service provided and performance standards under this Agreement. Such Audit shall take place during normal business hours, and shall be conducted on 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 regarding services provided during the prior six (6) months 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 Intentionally Left Blank

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. 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 the Section entitled Assignment and Subcontract, 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 In its performance under this Agreement, each Party shall comply with all Applicable Law. Without limiting the foregoing, each Party agrees to keep and
maintain in full force and affect all permits, licenses, certificates, and other authorities needed to perform its respective obligations hereunder.
Section 6.0 – Resale

6.1 Telecommunications Services Provided for Resale

6.1.1 Pursuant to the applicable requirements of the Act and FCC and RCA regulations, the Parties shall upon request, make available to each other for resale local Telecommunications Services that they currently provide at retail to their respective Customers under authorization of their local telephone certification or may, during the term of this Agreement, provide at retail to their respective Customers. A Party may request resale of the other Party’s Telecommunications Services only in a local exchange in which the Party is certified to provide Local Exchange Service. 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 by ITC in each of ITC’s local calling areas under the provisions of this Agreement no later than ninety (90) days following receipt of ITC’s notice of intent to purchase resold services in such local calling area, provided, however, that GCI will not be obligated to provide local resale services for resale in a local calling area 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 or test lines.

6.1.4 Should ITC choose to purchase, for resale to its Customers, 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 in this Agreement, the FBO’s retail services that are resold under this Agreement shall be subject to the FBO’s Tariff provisions governing such retail services.

6.2.2 Pricing

6.2.2.1 The applicable charges for services available for resale are identified in the FBO’s Tariff. Certain services are not available for resale under this Agreement, as noted in this Section 6.
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.

6.2.2.3 Intentionally Left Blank

6.2.2.4 The Reseller shall pay to the FBO 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 Reseller on behalf of its end user Customer and the FBO will not accept changes to the end user Customer’s interstate or intrastate toll Carrier(s) from any other Person.

6.2.2.5 The Reseller agrees to pay the FBO when its respective 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 Party has or is obligated to provide those particular services). With respect to all such charges, each Party shall provide the other with sufficient information to enable it to bill its Customers.

6.2.2.6 Intentionally Left Blank

6.2.2.7 The FBO shall assess the Reseller any product-specific nonrecurring charges as set forth in the FBO’s Tariff, when new or additional resold services are ordered and installed at the Reseller’s request.

6.2.3 The Reseller may resell services available for resale under this Agreement only to the same class of Customers to which the FBO sells such services.

6.2.3.1 The Reseller will pay the FBO the same rate that would be charged to the Customer if the Customer were buying the service directly from the FBO.

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 (E911/911 service) is provided with each Local Exchange Service line provided for resale by the FBO whenever E911/911 service would be provided by the FBO to its own Customers on the same line.

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 the FBO's Tariff or a RCA approved Special Contract are not available for resale under this Agreement unless specifically agreed upon by the Parties.

6.2.4 Resale Restrictions

6.2.4.1 Neither Party shall resell 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 Neither Party shall resell special access services reconfigured as switched services.

6.2.4.4 Intentionally Left Blank.

6.2.4.5 Neither Party shall resell 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.

6.2.4.6 Neither Party shall be required to resell Directory Assistance Service provided by a third party provider unless custom 411 routing is not available.

6.2.5 Intentionally Left Blank.

6.2.6 Grandfathered Services

6.2.6.1 Each Party shall offer to the other for resale all Grandfathered Services solely for the existing grandfathered Customer base. Specifically, Grandfathered Services available for resale: (a) are available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service, and (d) will be furnished only in the quantity provided at the time service was grandfathered.

6.2.7 Intentionally Left Blank.

6.2.8 Intentionally Left Blank.

6.2.9 Contract Service Arrangements, Special Contracts, and Promotions

6.2.9.1 Unless otherwise restricted by this Agreement, both Parties shall offer for resale all of their Telecommunications Services available at retail under the Parties' local service certifications, to Customers, including Carriers, Special Contracts approved by the RCA and
promotions in excess of ninety (90) days, all in accordance with the Act, FCC and RCA regulations, and the Parties’ Tariffs. The Parties will be bound in all respects by the terms and conditions of the Special Contract between the Party and the Customer.

6.2.10 Retention of Access Revenue

6.2.10.1 The FBO shall be entitled to retain all charges for its Exchange Access services used by interexchange Carriers to provide service to the Reseller’s Customers.

6.2.11 E911/911 Call Routing

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

6.2.11.2 Neither Party shall be responsible for any failure of the other Party to provide accurate Customer information for listings in any E911/911 databases.

6.2.11.3 If a Party is responsible for maintaining the E911/911 database for any service area covered under this Agreement, then the other Party shall provide its Customer information for the Automatic Location Identification/Database Management System (“ALIDMS”) provider.

6.2.11.4 Each Party shall use its standard processes and timeframes to update and maintain its respective Customer service information in the ALI/DMS.

6.2.11.5 Neither Party assumes liability for the accuracy of any Customer information provided by the other Party for listing in any E911/911 database. For additional terms and conditions of E911/911 service, refer to section 10 of this Agreement.

6.3 Facilities

6.3.1 The FBO and its suppliers shall retain all their right, title, and interest in all facilities, equipment, software, information, and wiring, used by the Reseller for resold Telecommunications Services.

6.3.2 The FBO shall have access at all reasonable times to Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing facilities, equipment, software, and wiring used to provide resold Telecommunications Services. The Reseller shall, at its own expense, obtain any rights and authorizations needed for the FBO to access the Reseller’s Customer’s location.
6.3.3 Except as otherwise agreed to in writing by the Parties, the FBO shall not be responsible for the installation, inspection, repair, maintenance, or removal of CPE facilities, equipment, software, or wiring provided by the Reseller or the Reseller's Customers for use with the FBO's 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 discontinuing any services that the other resells. Each Party is responsible for notifying its Customers of the discontinuance.

6.4.2 ITC shall give GCI notice of its intent to purchase resold services under this Agreement ninety (90) days prior to ITC's first order.

6.4.3 ITC 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 sixty (60) days prior to sending the first order.

6.5 Responsibilities of the Parties

6.5.1 The FBO shall give the Reseller the ability to report service problems twenty-four (24) hours per day, seven (7) days per week.

6.5.2 Intentionally Left Blank

6.5.3 Each Party shall designate the Primary Interexchange Carrier ("PIC") assignments on behalf of its Customers for interstate and intrastate toll services. The Parties shall follow all Applicable Laws, rules and regulations with respect to PIC changes. ITC disclaims any liability for GCI's improper interstate and intrastate toll PIC change requests and GCI disclaims any liability for ITC'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.

6.6 Branding

6.6.1 Intentionally Left Blank

6.6.2 If the FBO uses a third party contractor to provide Directory Assistance Services the Reseller will be responsible for entering into a direct contractual
arrangement with the third party contractor at the Reseller’s expense to obtain identification of Directory Assistance Services provided to its resale Customers with Reseller’s trade name. If the FBO self-provides Directory Assistance, the Reseller shall pay the FBO at rates specified in Exhibit A for modifications of branding if desired.

6.6.3 Any such identification of the FBO’s Telecommunications Services shall not constitute the grant of a license or other right to the Reseller to use the FBO’s marks

6.7 Intercept Treatment and Transfer Service Announcements

6.7.1 The FBO shall provide non-discriminatory unbranded intercept treatment and transfer of service announcements to the Reseller’s Customers in accordance with its Tariff.

6.8 LIDB

6.8.1 Both Parties are responsible for providing timely and accurate information to a National Line Information Database ("LIDB") for 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 the Reseller, the FBO will leave the LIDB line record for that Customer’s telephone number(s) intact unless the service order sent to the FBO dictates a change to the LIDB line record.

6.8.2 In the event that the LIDB vendor contracted by either Party is unable to properly maintain LIDB data on resale numbers, the Parties have agreed to exchange LIDB data electronically for customers 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 defined in section 51.5 of FCC Rules as “the linking of two networks for the mutual exchange of traffic”. This section describes the Interconnection of ITC’s Local Exchange Network and GCI’s Local Exchange Network for the purpose of exchanging traffic originating and terminating within the Wireline Local Calling Area. This Agreement does not apply to direct interconnection between ITC’s Local Exchange Network and GCI’s Commercial Mobile Radio Service (“CMRS”) network, or to direct interconnection between ITC’s CMRS and GCI’s Local Exchange Network. The Parties will provide Interconnection at the trunk side of a local Switch. The Parties agree that “Local Interconnection Service” (“LIS”) is provided for the purpose of connecting End Office Switches to End Office Switches for the exchange of traffic originating and terminating within the Wireline Local Calling Areas. The Parties agree that they will use trunks deployed pursuant to this Agreement for the exchange of traffic originating and terminating within the Wireline Local Calling Area and for the exchange of Transit Traffic, if provided.

7.1.1.1 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 Carrier 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 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”) is the demarcation between the Parties’ Local Exchange Networks. Each Party is responsible for transporting traffic from Customers on its network to the POI and for the termination of traffic received at the POI to Customers on its network. The POI shall be located at the Central Office of the terminating Switch unless otherwise mutually agreed by the Parties. If the Switch is a remote, the host Switch may be the appropriate terminating Switch. Each Party shall provide its own facilities or purchase necessary transport to reach the POI.
7.1.1.4 Interconnection trunks may be established between the Parties’ Switches in the ITC local exchange areas in which GCI is certificated.

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective Local Exchange Networks. For each ITC Switch to which GCI requests interconnection; GCI shall establish at least one (1) physical POI in the local exchange area served by that Switch. The Parties shall establish, by mutual agreement, at least one (1) of the following Interconnection arrangements, between the Parties’ respective Switches: (1) a DS1 or DS3 facility provided by the other Party or a third party; (2) self provided facilities; (3) negotiated Mid-Span Meet facilities; or (4) other mutually agreed arrangement.

7.1.2.1 ITC will cooperate with GCI and GCI will cooperate with ITC in performing fiber splices in hand-holes outside the C.O. manhole, for the purpose of establishing Interconnection.

7.1.2.2 Self-provided facilities: Each Party may self-provide facilities to the other Party’s switch location at its own expense. In such case, trunks will be delivered via T1’s on copper tie pairs unless otherwise mutually agreed.

7.1.2.3 Mid-Span Meet facilities. The Parties 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 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 the Parties’ Local Exchange Networks

7.2.2 Terms and Conditions
7.2.2.1 Transport and Termination of Exchange Service Traffic

7.2.2.2 Intentionally Left Blank

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 TDM basis when the Parties’ switches are technically capable and have functioning SS7 links. Each Party will provide for Interconnection of its 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.

7.2.2.3.2 To the extent technically feasible, each party will populate the Jurisdiction Information Parameter (JIP) with the first six (6) digits of the originating LRN in the SS7 Initial Address Message (i.e., ISUP message used to initiate a call) on calls originating from Customers on its network.

7.2.2.4 Measurement of Minutes

7.2.2.4.1 Any billed minutes shall be measured as “conversation time”, from answer supervision to disconnect signal. The Parties will charge one another only 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 the End Office Switch and rounded to the nearest whole minute.

7.2.2.5 LIS Forecasting

7.2.2.5.1 The Parties shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

7.2.2.5.2 The 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 for capacity growth, including engineering, ordering, installation and make ready activities, 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 ITC 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 ITC over each of the Interconnection trunk groups over the next four (4) quarters. ITC 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 and 911), code (identifies trunk group), originating location/terminating location CLLI codes for applicable End Office switches to which the interconnecting Party wishes to send traffic and the associated POI, 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 Customers to the other Party. If a trunk group has excess capacity of more than two DS1s for over four (4) months, either Party may request that the trunk group size be reduced within 60 days.

7.2.2.5.6 Joint planning meetings, if necessary, will attempt to bring clarity to the forecasting 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. The Parties shall provide one another reports reflecting current blocking of local direct and alternate trunk groups. Any information shared pursuant to this section shall be considered Proprietary Information for purposes of this agreement.

7.2.2.5.7 Each Party shall provide the other 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 current industry and state requirements, such as probability of blocking in peak hours and transmission standards.

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

7.2.2.6.4 Intentionally Left Blank.

7.2.2.6.5 The Parties will provide Common Channel Signaling ("CCS") to one another in conjunction with all trunk circuits when mutually agreed.

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: LIS traffic shall be exchanged by the Parties on a bill and keep basis.

7.3.2 Transit Traffic

7.3.2.1

(a) Termination to a third party network. Either Party may deliver through the POI any eligible traffic that originates on its Local Exchange Network for transit by the other Party for termination on the network of a third party directly interconnected to the transiting Party within the Wireline Local Calling Area, provided that the originating Party has an agreement with the terminating third party permitting delivery of Transit Traffic to such a third party.

(b) Origination from a third party network. Either Party may deliver eligible traffic originating on the network of a third party through the POI to the other Party for termination on such other Party's Local Exchange Network, provided that the originating third party has an agreement with the terminating Party permitting termination of traffic from such third party.

7.3.2.2 Financial Terms

For Transit Traffic terminated to a third party's network pursuant to Section 7.3.2.1(a), the transiting Party shall be entitled to charge the
originating Party the rates for delivering Transit Traffic set forth in Exhibit A, and the transiting Party shall not be responsible for paying any reciprocal compensation or other terminating charges on behalf of the originating Party. For Transit Traffic originated from a third party’s network pursuant to Section 7.3.2.1(b), the terminating Party may charge the originating third party a termination fee in accordance with those parties’ agreement, and the transiting Party may charge the originating third party a transiting fee in accordance with those parties’ agreement. Neither Party shall bill the other Party any reciprocal compensation or access charges with respect to eligible traffic as defined below:

A Party receiving by means of the POI any traffic for transiting that is not eligible as defined in Section 7.3.2.3 below may assess charges for such traffic as follows. For ineligible traffic originated on a third party’s network and delivered by one party to the other for termination, the terminating party may process such traffic through CABS for assessment of access charges under the proper (interstate or intrastate) jurisdiction. For ineligible traffic originated from the other party’s local network within the Wireline Local Calling Area and intended for termination on a third party’s network, the transiting party may charge the other party the unidentifiable traffic rate set forth in Exhibit A for such calls.

7.3.2.3 Eligible Traffic

Eligible traffic means:

(1) Telecommunications traffic indirectly exchanged between an originating or terminating LEC and a telecommunications carrier other than a CMRS provider that originates and terminates within the Wireline Local Calling Area; or

(2) Telecommunications traffic indirectly exchanged between an originating or terminating LEC and a CMRS provider that originates from or terminates to NXXs registered in the Wireline Local Calling Area where the interconnection occurs.

7.3.2.4 Transport Beyond the Wireline Local Calling Area and New or Revised CMRS Interconnection Not Required.

Nothing in this Section 7.3.2 shall be interpreted to require either Party to transport CMRS traffic from one ITC Wireline Local Calling Area to another Wireline 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 an interconnection agreement with a CMRS carrier; or (2) modify or affect any provision of a Party’s interconnection agreement with a CMRS carrier.
7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify reasonable requirements on the LSR which may include: 1) the type and number of Interconnection facilities to terminate at the POI; 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 Each Party will provide the other Party the NXX’s assigned to its Switches where physical interconnection has been requested. Each Party shall use LRN routing where number portability exists 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 providing Party 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.

The cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st Day following the Service Date. 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 The Parties agree that certain types of calls may require exchange of Billing records or usage data between the Parties, including, for example, calls to a Party that have transited the other Party’s switch. The Parties agree to provide sufficient detail to one another to allow each Party to appropriately bill terminating or transiting billable calls that traverse the POI. Each Party shall transmit to the other the proper signaling information (e.g. originating Calling Party Number (“CPN”), Automatic Number Identification (“ANI”), or billing number Jurisdiction Indication Parameter (“JIP”) and destination called party number, etc.) when available. All SS7 signaling parameters will also be provided, where technically feasible, including CPN, JIP, calling party category, charge number, etc. All privacy indicators will be honored. Any traffic delivered by a Party to the other Party by means of the POI that fails to identify CPN, ANI or JIP will be referred to as “Unidentified Traffic” and will be handled by the Parties in
the following manner. The Party receiving Unidentified Traffic shall notify the other Party in writing of such Unidentified Traffic and the Parties will cooperate and exchange data as necessary to determine the cause of the CPN, ANI or JIP failure, to determine who originated such Unidentified Traffic, and to assist in its proper identification for billing purposes. If the Parties are unable to identify for billing purposes Unidentified Traffic by this method within sixty (60) days, the terminating Party will be entitled to assess the originating Party the Unidentified Traffic fee set forth in Exhibit A, subject to either Party seeking dispute resolution to determine traffic origin and appropriate remuneration.

7.6 Signaling Systems and Call Related Databases

7.6.1 The Parties acknowledge that either Party may subscribe to other Carriers and vendors for STP and SCP services. The Parties agree to provide any authorizations required of its vendors to process signaling and messaging between their 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 LNP databases, and messaging and/or signaling associated with Advanced Intelligent Network (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.

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 Customers. Each Party will provide the other Party notice of such perceived 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 Carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to their employees or the public.

7.8.4 Intentionally Left Blank.

7.8.5 Each Party agrees that it will use commercially reasonable efforts to promptly clear troubles on their networks that adversely affect the other Party's Customers. 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. These procedures are described in the Operations Manual.

7.9 Other Responsibilities

7.9.1 Each Party shall exercise the same degree of care to prevent harm or damage to the other Party, its employees, agents, representatives, or Customers, or their property as it employs to protect its own personnel, Customers and property.

7.9.2 Each Party is responsible to ensure security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between Customers during technician work and at all other times. Specifically, no employee, agent or representative of either Party shall monitor any circuits at any time except as required to repair or provide service to a Customer. No employee, agent or representative of either Party shall 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 informing its employees, agents or representatives regarding such security requirements and penalties. Nothing set forth herein is intended to prevent either Party from complying with any lawful requirements by a governmental authority for surveillance support.

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. Each Party shall provide its employees with Personal Protective Equipment (PPE) as required. Each Party is responsible for training its employees in hazards handling and safety procedures. Each Party is responsible for training employees to properly use tools, ladders, and test gear.

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 affected 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 Intentionally Left Blank.
7.9.8 Intentionally Left Blank.
7.9.9 Intentionally Left Blank.
7.9.10 Intentionally Left Blank.
7.9.11 Intentionally Left Blank.
7.9.12 Intentionally Left Blank.
7.9.13 Intentionally Left Blank.

7.9.14 The Parties' employees, agents and representatives will display an identification/access card that is 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"), allows users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. Each Party will port telephone numbers for the other Party’s Customers in accordance with FCC rules and industry guidelines.

10.1.2 Terms and Conditions

10.1.2.1 Each Party will provide LNP, using LRN technology, in a non-discriminatory manner in compliance with the FCC’s rules and regulations and the guidelines of the FCC’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 The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC or authorized agencies.

10.1.2.3 Intentionally Left Blank

10.1.2.4 The Parties agree to coordinate LNP with facilities cutovers in a reasonable amount of time and with minimum service disruption.

10.1.2.4.1 The Parties understand that LNP fulfillment activity must be coordinated with facilities cutovers in order to ensure that the 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 Customer service disruptions.

10.1.2.4.2 The 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 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 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 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 Intentionally Left Blank

10.1.2.9 Limits on Customer Relocation. The Parties agree that a Customer may geographically relocate within the same Rate Center at the same time as it ports its telephone number, using LNP, to the New Service Provider. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's Customers that is more restrictive than that which the Current Service Provider would impose on its own Customers with telephone numbers having the same NXX as the telephone number(s) being ported. The New Service Provider shall not port the ported numbers outside the NXX Rate Center. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported Customer while that Customer is served by the New Service Provider. Upon disconnection of a ported number, the Current Service Provider will inform the NPAC of the disconnect/release. The ported number will be returned to the donor switch.

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 Each Party is responsible for querying the LNP database and transporting its traffic to the appropriate switch as designated by the LRN for termination.
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.

10.1.5 Ordering

10.1.5.1 Both Parties shall comply with the ordering processes as described in the Operations Manual. 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 Customers and will have the responsibility to resolve its Customers’ service trouble report(s). 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 Customers the correct telephone numbers to call for access to its trouble reporting center. The Operations Manual will provide the appropriate repair contact information for each Party.

10.1.6.3 The Parties agree to work cooperatively to isolate and resolve trouble reports. The Parties shall perform standard tests and use reasonable efforts to isolate and repair the trouble within their respective networks.

10.1.7 Rate Elements

10.1.7.1 The Parties shall comply with FCC and RCA rules on cost recovery for LNP.

10.2 911 and Enhanced 911 Emergency Service

10.2.1 Description - 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 911 or E911 trunks to the designated emergency service bureau, where available, for Customers served over its own facilities.

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 911 or E911 system in any service area covered under this Agreement, the Parties shall work cooperatively to ensure the proper interface with the 911 or
Enhanced 911 service and facilities, where available. The Parties 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, ITC may interconnect trunks from GCI’s network to an emergency service bureau’s 911/E911 system. Each Party recognizes that there may be hardware restrictions, such as availability of DS-1 ports that may require sharing of facilities. To the extent that ITC provides these facilities, GCI will pay a proportional amount of the Tariff rate based on channel counts.

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. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures if provided by the PSAP. To the extent that diverse routing and redundant 911/E911 circuits and facilities are available the Parties shall divide the circuits and facilities as equally as possible.

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 either Party utilizes any circuit or facility from the other to access the PSAP, circuit layout records, and information on the physical routing of such facilities will be provided.

10.2.2.6 Intentionally Left Blank

10.2.2.7 In providing 911 or E911 services, the Parties shall conform to all state and local regulations concerning emergency services.

10.2.3 911 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 and the other Party.

10.2.3.2 If either Party or an Affiliate becomes the primary E911 PSAP service provider to an emergency service bureau, the Parties shall negotiate the specific provisions necessary for providing E911 service to the emergency service bureau and shall include such provisions in an amendment to this Agreement.
10.2.3.3 Each Party will provide the emergency service bureaus with a single point of contact for inquiries about their respective Customers.

10.2.4 911 and E911 Maintenance

10.2.4.1 Each Party shall be responsible for the maintenance and care of those portions of the 911/E911 system over which it has control.

10.2.4.2 Immediately upon notification or observation of failure or outage, each Party will provide priority restoration of any 911 and/or E911 facilities for which it is responsible.

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 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”)

10.2.5.1 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 becomes the primary 911/E911 service provider to an emergency service bureau, the Parties shall negotiate separately with such third party with regard to the provision of 911/E911 service to the emergency service bureau. All relations between the Parties and such third party are outside of the scope of this Agreement.

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

10.3.1 Description

10.3.1.1 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.
10.3.1.2 **Pole Attachments** – Where it has ownership or control to do so and subject to the terms and conditions of 10.3.2, 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.

10.3.1.3 **Ducts and Conduits** – Where it has ownership or control to do so, subject to the terms and conditions of section 10.3.2, the providing Party will provide the purchasing Party with access to available Ducts/Conduits for the purpose of placing facilities for providing Telecommunications Services. All fiber cable will be placed in Inner Duct. Inner Duct can be leased for this purpose. If no Inner Duct is available in ITC-controlled facilities, ITC will, in its discretion, either place additional Inner Duct for GCI’s use or allow GCI to do so with an ITC approved contractor, at GCI’s expense in either case, where space in Ducts or Conduits for the Inner Duct is available. If no Inner Duct is available in GCI-controlled facilities, GCI will, in its discretion, either place additional Inner Duct for ITC’s use or allow ITC to do so with a GCI approved contractor, at ITC’s expense in either case, where space in Ducts or Conduits for the Inner Duct is available.

10.3.1.3.1 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 MTE, Duct and Conduit may traverse building entrance facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.

10.3.1.3.2 Intentionally Left Blank

10.3.1.3.3 Access to available ROW. Where it has ownership or control to do so, and subject to the terms and conditions of section 10.3.2, 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 MTE.

10.3.2 **Terms and Conditions**

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

10.3.2.2 The Parties will rely on such codes as the current edition of The National Electric 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 the Federal Energy Regulatory Commission ("FERC") and OSHA, will continue to apply to the extent such requirements affect requests for attachments to or occupancy of a Party’s facilities under Section 224(f)(1) of the Act.

10.3.2.4 Intentionally Left Blank.

10.3.2.5 Nothing herein shall be construed to compel the providing Party to construct, install, modify or place any Poles/Stub Poles/Duct/Inner Duct or other facility for use by the other Party except as required by Applicable Law.

10.3.2.6 The providing Party retains the right to determine the availability of space on Poles/Stub Poles/Duct/Inner Duct, Conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event the providing Party determines that rearrangement of the existing facilities on Poles, Stub Poles, Duct/Inner Duct/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/Inner Duct on land or real property owned by another.

10.3.2.8 Intentionally left blank.

10.3.2.9 Notification of modifications of Poles/Stub Poles/Duct/Inner Duct 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 that will require rearrangement of the purchasing Party’s facilities. Such notification shall include a brief description of the nature and scope of the modification and the resulting required rearrangement. If the purchasing Party does not respond to a required rearrangement of its facilities within thirty (30) Days after receipt of written notice from the providing Party, the providing Party may perform or have performed such rearrangement and the purchasing Party shall pay the actual cost thereof. In emergency situations the providing Party shall provide notice as soon as possible and the purchasing Party shall remain responsible for the cost of rearranging its facilities.

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/Inner Duct system. The purchasing Party shall reimburse the providing Party for the actual cost of such inspections except where otherwise 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 30 days after the providing Party’s 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/Inner Duct system where non-complying conditions remain uncorrected shall be suspended forthwith, and the purchasing Party shall remove its facilities from said Poles/Stub Poles/Duct/Inner Duct 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.

10.3.2.11.1 The purchasing Party may not energize its facilities until it has corrected any non-complying conditions to the providing Party’s satisfaction. All disputes regarding the specific facilities must be resolved and all charges related to the installation of the specific facilities must be paid prior to energizing the facilities.

10.3.2.11.2 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/Inner Duct system where such non-complying conditions exist. 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.

10.3.2.11.3 In the event the purchasing Party fails or is unable to take corrective action in a reasonably satisfactory manner regarding a non-complying condition as set forth above, which non-complying condition poses a safety hazard, the providing Party shall be entitled to correct such non-complying condition without further notice to the purchasing Party. In all other cases, if the providing Party’s follow up inspection following the 30 day remedy period reveals that the purchasing Party has failed to take corrective action of a non-complying condition, and the purchasing Party fails or is unable to take such corrective action in a reasonably satisfactory manner within ten (10) days of receiving notice of such continued non-complying condition, the providing
Party shall be entitled to correct such non-complying condition. In either such case, the purchasing Party shall reimburse the providing Party for two times the actual cost of performing such corrective work.

10.3.2.12 Once the purchasing Party’s facilities begin occupying the Poles/Stub Poles/Duct/Inner Duct 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/Inner Duct within sixty (60) calendar days, or cause the providing Party to remove the purchasing Party’s facilities from the Poles/Stub Poles/Duct/Inner Duct 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/Inner Duct, 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/Inner Duct/Conduit or ROW at any time by giving written notice to the purchasing Party. Any Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW that is sold by the Providing Party, will be sold subject to the purchasing Party’s existing legal rights. Upon abandonment of Poles/Stub Poles/Duct/Inner Duct/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/Inner Duct/Conduit or ROW pursuant to its existing rights under this Agreement if the Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW is purchased by another party; 2) purchase the Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW from the providing Party at the current book value or salvage value, whichever is higher; or 3) remove its facilities there from. If following an abandonment, no other party purchased the Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW within sixty (60) days, the purchasing Party’s failure to explicitly elect one of the foregoing options within such sixty (60) Days shall be deemed an election by the purchasing Party to purchase the Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW at the current book value or salvage value, whichever is greater.

10.3.2.18 The purchasing Party shall construct or install and shall maintain its facilities in accordance with the requirements and specifications of any governing authority having jurisdiction (including, where applicable to the purchasing Party, the Rural Utilities Service), and with the current applicable standards of the 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 standards are incorporated herein by reference. Where differences in specifications exist, the more stringent specification shall apply. The purchasing Party shall only be held to such standards as the providing Party, its Affiliates or any other Telecommunications Carrier is held. The purchasing Party’s failure to maintain its facilities in accordance with the above requirements or its failure to correct as provided in the following section shall be cause to terminate authorization.

10.3.2.18.1 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 If under the provisions of this Agreement the providing Party removes the purchasing Party’s facilities from any Poles/Stub Poles/Duct/Inner Duct, the providing Party will return the removed facilities upon payment by the purchasing Party. Payment shall include the cost of removal, storage and delivery, and all other amounts due to the providing Party. Except for maintenance and repair purposes, the purchasing Party shall notify the providing Party in writing five (5) business days in advance of the date on which it intends to remove facilities from the Poles/Stub Poles/Duct/Inner Duct and shall not remove facilities until all outstanding charges due under this agreement, have been paid in full.

10.3.2.20 Intentionally Left Blank

10.3.2.21 No act or failure to act by the providing Party with regard to an unauthorized occupancy shall be deemed to constitute 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 Upon request, the providing Party shall provide the purchasing Party proof of its ownership or control (including any limitations thereon) over Poles/Stub, Poles/Duct/Conduit or ROW, including Duct/Conduit or ROW within a specific MTE.

10.3.2.24 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 written authorization for such disclosure from the third-party owner(s) of the real property at issue. 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.

10.3.3 Rate Elements. The providing Party shall be entitled to charge the purchasing Party the fees for attachments set forth 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 provide information to the extent required by law. The Parties
agree to employ reasonable efforts to provide the information required in order to determine whether the requested facility is available or to provide ROW information required.

10.3.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of Poles, Stub Poles and Duct/Inner Duct, the Field Verification Fee is a non-refundable (other than true-up) 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 Inner Duct, this could include, but is not limited to, the placing of Inner Duct 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.

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 Stub Pole space.

10.3.3.6 Inner Duct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an Inner Duct on a per foot basis.
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.

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’s access agreement consideration.

10.3.4 **Ordering.** There are two (2) steps required before placing an order for access to ROW, Duct/Inner Duct 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/Inner Duct 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 purchasing Party construction on the providing Party owned or controlled Poles/Stub Poles, Duct/Inner Duct and ROW as well as the street addresses of any MTEs 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/Inner Duct.** 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 Law.

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 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/Inner Duct 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/Inner Duct/conduit or ROW: (a) in the case of Poles, Stub Poles, or Duct/Inner Duct/Conduit, a field survey and site investigation of the Poles/Stub Poles/Duct/Inner Duct/Conduit, including the preparation of distances and drawings, to determine availability of existing Poles/Stub Poles/Duct/Inner Duct/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/Inner Duct. 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/Inner Duct 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 Fee versus actual costs.

10.3.4.4.1 If at any point during the Make-Ready work, the providing Party becomes aware that the actual costs for Make-Ready work will exceed the estimate by more than ten percent (10%), the providing Party will immediately notify the purchasing Party of the increased cost and obtain authorization from the purchasing Party to continue with the work. If authorization from the purchasing Party to continue with the work is denied, all work will stop and the purchasing Party will be invoiced for actual work performed. If the costs incurred exceed the Make-Ready Fee the payment of the excess amount shall be made to the providing Party within thirty (30) Days of receipt of an invoice. Disputes regarding work stoppage, or invoice for actual work performed, will be subject to Dispute Resolution procedures set forth in this Agreement.

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 later, 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 in advance the following fees 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/Inner Duct Occupancy Fee and Access Agreement Consideration. Usage fees for Poles/Stub Poles/Duct/Inner Duct (i.e., Pole Attachment Fee, Stub Pole Attachment Fee and Duct/Inner Duct 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 non-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/Inner Duct.

10.3.6.2 Access to maintenance Conduit shall be reserved for the exclusive use of the providing Party except that, where the purchasing Party is using Conduit in the same system, the purchasing Party may temporarily use a maintenance Conduit to replace a damaged cable in accordance with a schedule to be reasonably agreed upon by 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 Poles, Stub Poles, Duct/Inner Duct/Conduit being used by the purchasing Party pursuant to this section. Failure to reach a negotiated agreement regarding the allocation of expenses between the Parties shall be resolved through Dispute Resolution procedures set forth in this Agreement.
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. Such cooperation shall include, but not be 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 RISP, unless, notwithstanding Section 5, 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 General Provisions

12.1.1 All processes and procedures associated with RISP will be documented in the Operations Manual, which the Parties agree to complete concurrently with execution of this Agreement. The Parties may change or modify the Operations Manual by signed, written agreement.

12.1.2 In the event that either Party alters its systems or processes 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 this Section 12, such party may impose on the other nonrecurring RISP start-up charges as agreed to by the Parties, for such alterations.

12.1.3 Customer and Network Database Information

12.1.3.1 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.

12.1.3.2 Intentionally Left Blank.

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

12.1.3.4 The Parties will include in the Operations Manual contact and escalation methods and normal business hours for customer service, installation, repair and Central Office and dispatch as required. Changes to this information will be communicated in a timely manner. The Parties will coordinate scheduling for any “outside of business hours” requests.

12.1.4 Notice of Changes

12.1.4.1 Change without material affect: The Parties will provide reasonable notice to each other of any changes in their RISP procedures, database information, and/or functions only to the extent that the change impacts the other Party.

12.1.4.2 Change with material affect: If any changes to either Party’s RISP 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 thirty (30) days written notice unless an immediate change is required to repair a process.
event any change is required on an emergency basis in less than thirty (30) days, the Party making the change will inform the other Party of such change within four (4) hours of determining such change is necessary.

12.1.4.3 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 Each Party (i) shall restrict access to and use of the other’s Customer and network database information and Customer proprietary network information to its employees, agents and representatives who have a need to know in conjunction with performance of their normal duties and (ii) shall also comply with all requirements of Applicable Law regarding such information.

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 such practices, processes, and procedures are applied by the other Party on a nondiscriminatory basis.

12.2.6 Intentionally Left Blank.

12.2.7 Employees, agents, and representatives of both Parties shall be subject to the provisions of this Agreement.

12.2.8 Under no circumstance may either Party use for its marketing activities the other Party’s Customer information obtained in the performance of this Agreement.

12.2.9 Intentionally Left Blank

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

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 its own expense, shall provide good faith quarterly forecasts of monthly order activity that impacts the other Party one month prior to each calendar year quarter. ITC shall provide a quarterly forecast of monthly order activity ninety (90) days prior to sending the first order for resold service to GCI.

12.4 Local Service Request (LSR) Ordering Process

12.4.1 ITC shall, upon receipt of notice from GCI of GCI’s intent to provide service or within sixty (60) days of RCA approval of this Agreement, whichever comes later, commence acceptance and processing of LSRs from GCI. On the same day, GCI shall be capable of receiving and processing requests from ITC to switch and port Customers.

12.5 Preorder Data

12.5.1 ITC shall, concurrently with its commencing acceptance and processing of LSRs, 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 ITC.

12.5.2 Requirements for Letter of Agency/Authorization are found in Section 5.

12.6 Preorder Data Request

12.6.1 For existing ITC business Customers (and, on rare occasion, residential Customers), a preorder data request may consist of one or more of the following:

a) Telephone or circuit number(s)
b) Customer name and physical location;
c) Commercial Customer name and exchange;
d) Account number(s); or
e) Any other mutually agreed upon method of query for preorder.

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

12.6.2 Intentionally Left Blank.

12.6.3 Where either Party submits a pre-order query and data cannot be provided due to an error in the query (i.e. incorrect telephone number) the Providing Party will
revert the query back to the requesting Party, stating the reason for the rejection. A reject charge as set forth in Exhibit A shall apply.

12.7 Telephone Number Reservations

12.7.1 ITC shall, within sixty (60) days of RCA approval of this Agreement, provide GCI with a process to reserve telephone numbers for GCI to assign to its Customers. GCI shall, ninety (90) days prior to beginning service in the ITC service area, provide ITC with a process to reserve telephone numbers for ITC to assign to its 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 ITC’s normal business hours. ITC and GCI will coordinate scheduling for all provisioning requests outside ITC normal business hours.

c) The providing Party will notify the purchasing Party upon receipt of an order. Upon establishment of an estimated due date, the providing Party will provide the purchasing Party with a Firm Order Confirmation (FOC). Upon completion of the order, the providing Party will provide the purchasing Party with a dated completion notice.

d) The Parties shall establish a process to allow one another to order suspension/restoration of dial tone service to resale Customers.

e) The Parties shall provide each other with the ability to modify open service orders.

12.8.2 The Parties shall notify one another when FOC dates are in jeopardy of not being met.

12.8.3 The Parties shall notify each other of any instances when an order is rejected. All identified rejection criteria will be included in the reject notice. A reject charge as set forth in Exhibit A shall apply.
12.8.4 Where the Facilities Based Operator (FBO) installs retail resale service on behalf of the Reseller, the FBO shall advise the Customer to notify the Reseller immediately if the 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 FBO will perform maintenance and repair functions on the Reseller’s behalf for Customers’ Telecommunications Services described in this Agreement on a nondiscriminatory basis.

12.10.2 Sequencing of Repairs

12.10.2.1 The sequencing of all repair dispatches in queue shall be performed in the same manner for the Reseller’s Customers as the FBO does for its own Customers.

12.10.2.2 The Parties’ trouble ticket priority codes will be contained in the Operations Manual

12.10.2.3 Intentionally Left Blank.

12.10.2.4 Intentionally Left Blank.

12.10.2.5 The FBO will process the Reseller’s repair functions on a first-come first-serve basis as the FBO provides itself.

12.10.3 Intentionally Left Blank

12.10.4 Intentionally Left Blank

12.10.5 Trouble Isolation On Resold Services

12.10.5.1 The FBO is responsible for the maintenance and repair of all of its network plant and services up to and including the NID or other demarcation point at the Customer location. Each Party will perform trouble isolation testing on its own Customers’ networks 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 Reseller 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 the Reseller reports a trouble ticket to the FBO and the FBO finds no trouble, then the Reseller shall be assessed the appropriate labor charge that the FBO assesses its Customers in similar circumstances as set forth in the FBO’s Tariff.

12.10.5.6 When the Reseller requests that the FBO perform trouble isolation with the Reseller, the Reseller will be obligated to the FBO for a maintenance and repair charge as set forth in Exhibit A if the trouble is found to be in the services and facilities within the Reseller’s Customer’s CPE. When the FBO requests that the Reseller perform trouble isolation with the FBO, the FBO will be obligated to the Reseller for a maintenance and repair charge as set forth in Exhibit A if the trouble is found to be in the services and facilities within the FBO’s network.

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 Tariff permits such charges to its retail Customers.

12.10.6 Trouble Tickets for Resale Customers

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

12.10.6.2 Trouble reports to the FBO 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 The Parties 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 trouble ticket priority code in the Operations Manual and is consistent with 3 AAC 52.280. The Reseller may request the FBO to dispatch for repair after hours. In such event, the FBO will charge at overtime rates consistent with its current procedures. The Reseller will be treated with parity in after-hours repair response and charges consistent with the FBO’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 FBO shall not be required to perform any repair or maintenance of inside wire (premises wiring beyond the Customer’s Demarcation Point) for the Reseller or its 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 FBO shall perform all Telecommunication Services testing for the Reseller’s Customers in a manner consistent with that which the FBO provides its own Customers.
12.10.8.8  Intentionally Left Blank

12.10.8.9  Misdirected Repair Calls

12.10.8.9.1  The Parties will employ the following procedures for handling misdirected repair calls:

12.10.8.9.2  Each Party will provide its respective Customers with the correct telephone numbers to call for repairs.

12.10.8.9.3  GCI’s Customers shall be instructed to report all cases of trouble to GCI. ITC’s Customers shall be instructed to report all cases of trouble to ITC.

12.10.8.9.4  If one Party’s 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.

12.10.8.9.5  If, after normal business hours, a Party receives a repair call and does not have the ability to determine if the call has been misdirected, the Party shall handle the call as they would for its own Customer. If the caller is the Customer of the other Party and the repair call requires an emergency field visit, the repair shall be completed if the problem is in the FBO’s network and the Party performing the repair will bill the other Party as it would bill its own Customer based on the terms and conditions in its Tariff.

12.10.8.9.6  At no time shall either Party use a 611 event to provide information about any of its own products or services, as the basis for internal referrals or to solicit Customers to switch any of their services away from the other Party. Either Party may respond with accurate information in answering Customer questions or refer the Customer to his or her own carrier.

12.10.9  Major Outages/Restoral/Notification

12.10.9.1  Either party, as applicable, will provide advance notice, and a completion notice to the other Party of planned major network outages. Processes for advance notice and notice of completion will be documented in the Operations Manual. Service restoration will be performed as quickly as possible and in a nondiscriminatory manner according to the providing Party’s and/or industry standards.

12.10.9.2  The Parties will provide network outage and restoral notification to each other for unplanned network outages. Processes for outage notification and service restoral will be documented in the
Operations Manual. Service restoration will be accomplished as quickly as possible in a nondiscriminatory manner consistent with the providing Party’s and/or industry standards.

12.10.10 Preventive Maintenance

12.10.10.1 Preventive 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 are 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 respective normal business hours. The Parties will coordinate scheduling for all maintenance and repair performed outside of normal business hours. 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 are documented in the Operations Manual.

12.10.13 Dispatch

12.10.13.1 Upon the receipt of a written trouble report from the Reseller, the FBO 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 FBO reserves the right to dispatch to the Customer’s demarcation point without the purchasing Party’s authorization for inspection, maintenance and repair purposes.

12.11 Expedited Special Requests

12.11.1 Expedited special request charges apply when special arrangements and/or management efforts are required to meet the purchasing
12.12 Performance, Metrics, and Reporting

12.12.1 This section addresses performance, metrics, and reporting associated with the Telecommunications Services that the Parties provide to each other pursuant to this Agreement. Pre-order requests, order provisioning, and trouble ticket resolution volumes vary significantly for reasons including, but not limited to, seasonal fluctuations and complexity of orders and/or trouble tickets. Performance metrics reporting can assist in measuring the time taken to perform pre-order, order processing, provisioning, and repair functions.

12.12.2 Processes and procedures for performance metrics reporting functions are 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 ITC shall provide GCI reports on a weekly basis, unless mutually agreed otherwise. If the Parties have agreed to the report format and data categories and the report is in production, and GCI then requests a modification to the performance reports and ITC agrees to such modification, GCI will reimburse ITC for the cost of that modification. Performance reports from GCI to ITC 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. Each Party’s report will show information regarding pre-orders provided to the other Party, but not pre-orders provided to itself. Orders and troubles shall be reported on for both Parties by type and location.

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 Intentionally Left Blank

12.12.5.2 Intentionally Left Blank
12.12.5.3 “CHANGE ORDER.” Changes to existing Customers’ accounts, including but not limited to feature and billing record changes. Charges in accordance with the providing Party’s Tariff will apply.

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). Conversion orders may include the following order types:

a) “TOTAL SERVICE RESALE CONVERSION.” 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 and generally results in minimal, if any, out-of-service time. A Resale Conversion involves a minor programming change in the Current Service Provider’s Switch and a change in billing. A Total Service Resale Conversion Order charge as set forth in Exhibit A shall apply.

b) “SWITCH & PORT.” The conversion of a Customer from one Service Provider to another that requires the Customer’s service be provisioned on the New Service Provider’s Switch A Switch and Port charge as set forth in Exhibit A shall apply.

c) “SWITCH & RELEASE” The conversion of a Customer from one Service Provider to another that requires the Customer’s service be provisioned on the New Service Provider’s Switch and the number ‘disconnected’ or ‘released’ back to that Service Provider. This is sometimes referred to as a “Win Back” or “Switch Back No rate application shall apply.

d) “EXPEDITED SWITCH & PORT”. The conversion of a Customer from one Service Provider to another that requires the Customer’s service be provisioned on the New Service Provider’s Switch on an expedited basis. An Expedited Switch & Port charge as set forth in Exhibit A shall apply.

Conversions will be done during regular business hours and the Conversion Order charges from Exhibit A will apply as appropriate. If work during other than the FBO's regular business hours is requested and agreed upon by the Parties, charges for "After Hours" “Time of Day” or “Coordinated Cut” (requiring coordination by the Parties as to the specific time of the conversion) from Exhibit A may apply.

12.12.5.5 “DISCONNECT.” Disconnect of existing Customer’s service.
12.12.5.6 "SPECIAL INTERCEPT REQUEST /DISCO-PORT." Disconnection of a ported number and request for the NXX owner to add special intercept upon release.

12.12.5.7 "INSTALL." Install orders include new installations for existing Customers and new installations for new Customers. Charges in accordance with the providing Party's Tariff will apply.

12.12.5.8 "MOVE." Customer moves within the local exchange service area from one location to another. Charges in accordance with the providing Party's Tariff will apply.

12.12.5.9 "PORT ONLY." Transfers the Customer's telephone number from one Party's Switch to the other Party's Switch. The charge for Port A Number or DID Group Port from Exhibit A will apply.

12.12.5.10 "DISCONNECT NON-PAYS/RECONNECTS." An order requesting the suspension or restoration of dial tone. Charges in accordance with the providing Party's Tariff will apply.

12.12.5.11 "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. The charge for each of these Pre-order query types from Exhibit A will apply.

12.12.6 Performance requirements per state and federal regulations.

12.12.6.1 The Parties must meet the applicable state and federal requirements for conversion orders and number porting between wireline Carriers.

12.12.6.2 Conversion Requirements: Where all necessary facilities and equipment are in place, the Current Service Provider shall complete the transfer of a Customer to the New Service Provider within seven working days of receiving a valid order for transfer of service. 3 AAC 53.290(g).

12.12.7 Performance Processing

12.12.7.1 Pre-order Processing: For the purposes of pre-order processing, the requesting Party will have access to pre-order information on a non-discriminatory basis. The time required to fulfill pre-order requests and return them to the requesting Party will vary based on volume, complexity of the service, 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 ITC holiday will be treated as being received on the first business day following the weekend or holiday.

12.12.7.2.4 Pre-order requests received by 4:00 PM on any business day shall be considered received on that day for purposes of metrics reporting.

12.12.7.2.5 The Parties will process each other’s orders on a parity basis.

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

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

Orders received by 4:00 PM on any business day shall be considered received on that day for purposes of metrics reporting. Thus a two (2) day response is achieved for an order received by 4:00 PM on Monday, if it is processed and returned to the requestor by 5:00 PM on Wednesday.

12.12.7.3 Provisioning Processing (Order Completion). The Parties shall complete (provision and/or complete physical work) orders for each other on the same basis and in the same time frame as they do for their 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 requesting Party;

(b) due dates assigned the requesting 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 Intentionally Left Blank.

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

12.12.7.6 Intentionally Left Blank.

12.12.7.7 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.

12.12.7.8 Metrics Reporting. Performance metrics reports will compare order, provisioning, and maintenance and repair functions for the Telecommunications Services described in this Agreement between the Parties. Reports will also include pre-order information as described in 12.12.4.1. 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 reporting Party may provide a revised report when discrepancies are identified.
12.12.7.9 **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.

12.12.7.10 **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 under the Dispute Resolution procedures in Section 5.

12.12.7.11 **Escalated Dispute Resolution.** The purchasing Party may invoke escalated dispute resolution procedures in accordance with the Dispute Resolution procedures in Section 5 for chronic non-compliance by the providing Party with its service or repair obligations.
Section 14 – Dialing Parity

14.1 Description

14.1.1 For resale services provided under this agreement, toll dialing parity provides Customers the ability to route automatically, without the use of any carrier access code, long distance toll calls to a telecommunications provider of their choice. For ‘1+’ and ‘0+’ toll calls, Customers may presubscribe to a primary Carrier for interstate calling and the same or different Carrier for intrastate calling.

14.1.2 Each Party shall permit Telephone Exchange Service Customers within a Wireline 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 As provided in section 51.205 of the FCC rules, each Party shall provide local and toll dialing parity for calls to competing providers of Telephone Exchange Service or telephone toll service with no unreasonable dialing delays. Each Party shall provide dialing parity for all originating Telecommunications Services that require dialing to route a call.

14.2.2 Intentionally Left Blank

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

14.3 Rate Elements
14.3.1 Rate elements for routing/translations fee-setup as described in 14.2.3 are contained in Exhibit A.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates shown below.

Interior Telephone Company, Inc.                        General Communication, Inc.

By: ___________________________  By: ___________________________
Printed: Donna Rhyner                       Printed: F.W. Hitz, III
Title: CIO Telalaska, Inc.                   Title: VP, Regulatory Economics and Finance
Date: 11/28/07                                 Date: 11/27/07
<table>
<thead>
<tr>
<th>Row</th>
<th>Rate Element</th>
<th>Recurring Rates</th>
<th>Non-Recurring Rates</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Maintenance and Repair</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Trouble Ticket History Query Request</td>
<td>4.02</td>
<td>Per Query</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>No Trouble Found</td>
<td>Per Tariff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Normal Hours Maintenance and Repair Charge</td>
<td>Per Tariff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>After Hours Maintenance and Repair Charge</td>
<td>Per Tariff</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pre-Order Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Pre-Order Request - Simple</td>
<td>3.00</td>
<td>Per Line Per Customer</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Pre-Order Request - Complex Switching Query Only</td>
<td>9.81</td>
<td>Per Line Per Customer</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Pre-Order Request - Simple - Expedited</td>
<td>6.00</td>
<td>Per Line Per Customer</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Pre-Order Request - Complex Switching Query Only - Expedited</td>
<td>19.70</td>
<td>Per Line Per Customer</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Pre-Order Request - Complex Engineering Circuits</td>
<td>Time and Materials</td>
<td>Per Circuit Per Customer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conversion Orders</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Conversion Order: DID Group Port</td>
<td>4.82</td>
<td>Per Number Block</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Conversion Order Port A Number - 3 Day Turn-around</td>
<td>4.82</td>
<td>Per Line Per Customer</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Conversion Order Port A Number - Expedited Port</td>
<td>9.64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>TSR Conversion Order &quot;Initial&quot;</td>
<td>13.15</td>
<td>Per Line Per Customer</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>TSR Conversion Order &quot;Subsequent&quot;</td>
<td>13.15</td>
<td>Per Line Per Customer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technician Work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>After Hours: Conversion Order</td>
<td>Time and Materials</td>
<td>Per Event</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>After Hours: Failed Conversion Call-Out</td>
<td>Time and Materials</td>
<td>Per Call Out</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Stand-By Time/Holdover Time</td>
<td>Time and Materials</td>
<td>Per Call Out</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Reject Charge</td>
<td>0.00</td>
<td>Per Line Per Customer</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Map Fee</td>
<td>Time and Materials</td>
<td>Per Request</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Late Fee</td>
<td>1.5% of Previous Month Charges</td>
<td>Applied Per Section 5</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Finance Charge</td>
<td>0.02734%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Joint Testing</td>
<td>Time and Materials</td>
<td>Per Request</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Cost Estimate Fee</td>
<td>Time and Materials</td>
<td>Per Request</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>PIC Change Fee</td>
<td>Per AECA/NECA Tariff</td>
<td>Per Line Basis</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Exchange Service - Interconnection Traffic</td>
<td>Bill &amp; Keep</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Start-Up Cost For Engineering Services (i.e. 411 and 611 Translations)</td>
<td>Time and Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Performance Metric Reports - Setup Charge</td>
<td>0.00</td>
<td>One Time Fee</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Performance Metric Report Generation Fee</td>
<td>0.00</td>
<td>Per Month</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Automated Notice of Order Completion - Trouble Tickets</td>
<td>TBD</td>
<td>Upon Request</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Automated Notice of Order Completion - Service Orders</td>
<td>TBD</td>
<td>Upon Request</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ancillary</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Stub Pole Attachment Fee</td>
<td>5.85</td>
<td>Per Pole Per Month</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Pole Attachment Fee</td>
<td>5.85</td>
<td>Per Pole Per Month</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Innerduct Occupancy Fee</td>
<td>0.84</td>
<td>Per Foot Per Year</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Duct/Conduit Fee</td>
<td>1.50</td>
<td>Per Foot Per Year</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Inquiry Fee</td>
<td>Time and Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Make-Ready Fee</td>
<td>Time and Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Access Agreement Consideration Fee (NRC)</td>
<td>Cost of Reconveyance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Access Agreement Consideration Annual Fee</td>
<td>Agency Assessment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Access Agreement Preparation Fee</td>
<td>Time and Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Field Verification Fee (ROW, Poles, Manholes)</td>
<td>Time and Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Final Inspection</td>
<td>Time and Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transferring Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Third Party Transit Fee</td>
<td>0.006</td>
<td>Per Minute of Use</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Unidentified Traffic</td>
<td>0.020</td>
<td>Per Minute of Use</td>
<td></td>
</tr>
</tbody>
</table>

Note 1: Labor charges used in Time and Materials applications are based on half hour minimum with 15 minute increments thereafter. The labor rate applied will be based on ITC/MTC loaded labor rates.
Exhibit B

Resale and Interconnection Support Process (RISP)

Data Elements, Functions and Data Base Information

Section 1.0 General Requirements

The Parties shall provide to each other 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 Parties shall provide to each other 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.

1.1.1 Nothing in this Agreement should be interpreted to mean that the Parties will provide direct interface into each other's RISP system or databases.

1.1.2 As additional tariff services are introduced the Parties shall make any associated data elements available to the extent required by law so that they 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 Parties shall allow access to RISP processes, functions, and database information to:

- Submit, revise and/or cancel service orders;
- Receive acknowledgment that the service order was received;
- Receive FOC information for orders, including:
  - Service Order number;
  - Telephone number;
  - Due Date and, where applicable, time;
- Inquire to the availability of due dates;
- Receive service order status for orders;
• Receive completion date and time for orders;
• Assign/reserve telephone numbers or blocks of numbers for assignment by the other Party;
• Submit, revise, and/or cancel trouble reports/ tickets;
• Receive confirmation that the trouble report/ ticket data was received;
• Obtain trouble report/ ticket details for troubles upon request;
• Receive trouble report status of open 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 ITC shall provide to GCI its Seward/Moose Pass/Cooper Landing boundary map; all other ITC boundary maps are available in its respective Tariff.

Section 3.0 Query Based Data Requirements

3.1 The Parties shall provide access to “query” based data when requested by the other Party. “Query” based data is data that is required prior to submitting an order, 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 Parties shall allow each other to query for data as described in Section 12. The queries shall pertain to (i) a Customer switching its service(s) from the Current Service Provider, or to (ii) an existing Customer of the Service Provider performing the query. The data response shall be provided 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.; authorized agent and date of agent 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 the Parties will provide the “Pre-order” “order” and “repair” information identified in this Exhibit to each other via a mutually agreed upon alternate method. Processes for the queries and responses of data elements are documented in the Operations Manual.