February 5, 2003

In response reply to: Tariff Section
   File: U-02-106

Jack Rhyner
President
Interior Telephone Company
201 East 56th Avenue
Anchorage, Alaska 99518

Dear Mr. Rhyner:

Pursuant to Order No. 1 in Docket U-02-106, enclosed is a validated copy of the interconnection agreement, filed on October 28, 2002, between Interior Telephone Company, Inc. and Alaska Wireless Company. The effective date of the agreement is November 19, 2002.

Please note that a reference to Docket U-02-106 and the effective date have been added to each page of the agreement.

Sincerely,

REGULATORY COMMISSION OF ALASKA

Wendy Arnett
Chief, Tariff Section

Enclosure
cc: William Horne
   Alaska Wireless Communications
      Latitude 54 Marine Ctr., Suite 103
      Dutch Harbor, AK 99692
This Joint Traffic Interconnection Agreement ("Agreement") between Alaska Wireless Communications (AWC) and Interior Telephone Company, Inc. (ITC) sets forth the terms and conditions for interconnection of AWC public cellular radio system and ITC's landline network, and supersedes all previous agreements.

The effective date of this Agreement is the earliest date on which all of the following conditions are satisfied: (1) the Agreement is executed by both parties; and (2) the Regulatory Commission of Alaska (RCA) approved the Agreement.

I. Purpose. The purpose of this Agreement is to delineate:
   a. The method of interconnection;
   b. The terms and conditions controlling the interconnection;
   c. The rates and charges for the interconnection; and
   d. All general contractual provisions.

II. Type of Connection:
   a. ITC shall provide a cellular Type I Interconnection via DS-1 service that satisfies BELLCORE standards for a trunk connection between the AWC facility located at Unalaska, Alaska and the ITC Unalaska Central office.
   b. Attachment "A" of this Agreement describes a Type 1 Interconnection, and is incorporated into this Agreement by this reference.

III. Rates and Charges:
   a. The rates and charges applicable to the services provided in this Agreement are set forth on Attachment A, which is incorporated into this Agreement by this reference.
   b. ITC shall bill AWC monthly. ITC's monthly bill will include all flat-rate monthly charges, in advance.
   c. ITC and AWC agree that each is responsible for billing and collecting from its respective customers.
   d. To the extent that the agreed charges set forth in Attachment A are not subject to any federal, state, or local regulation or tariff, such charges may be increased or decreased by ITC upon written notice to AWC at least thirty (30) days in advance of the effective date. ITC will not unilaterally seek to change the rates and charges without first negotiating in good faith with AWC.

Reference: U-02-106(1)

Effective: November 19, 2002
e. This Agreement describes and depicts only those service arrangements not covered under ITC’s local tariff. ITC will provide other telecommunications services in accordance with its local tariff and at those rates currently in effect.

IV. Proprietary Information. During the term of this Agreement, the parties may, but shall not be obligated to, disclose information to each other that they consider proprietary or confidential. Without specific prior written consent, except by law or court order, neither party shall disclose to any third party, including any competitors of AWC whether affiliated or unaffiliated with ITC, any information supplied to it by the other which has been designated as confidential, and which is not otherwise generally available to the public or is not already known to the other. This confidentiality requirement shall survive for three (3) years beyond the termination of this Agreement.

V. Force Majeure. The parties’ performance under this Agreement shall be excused if such nonperformance is due to circumstances beyond the parties’ reasonable control including, but not limited to, labor disputes, governmental disorders, equipment failure, inability or delay in securing equipment, civil commotion, acts of nature, weather disturbances or adverse weather conditions.

VI. Notices. Except as otherwise provided in this Agreement, all notices required or permitted to be given shall be made by one of the following ways; (1) by mail; (2) by facsimile transmission (“fax”); or (3) by hand delivery.

a. If notice is served by mail, the notice shall be made by registered mail, return receipt requested, postage prepaid, in any post office in the United States, addressed as follows:

Customer: Alaska Wireless Communications
Contact Information: Latitude 54 Marine CTR
Suite 103
Dutch Harbor, AK 99612
P: (907) 581-8848

Contact Information: Interior Telephone Company
Contract Administrator
201 E. 56th
Anchorage, AK 99518
P: 907.563.2003

b. If notice is served by fax, then the numbers to be used shall be:
Alaska Wireless Communications 907.581.2951
Interior Telephone Company 907.565.5539

Reference: U-02-106(1)

Joint Traffic Interconnection Agreement
AWC - ITC
Notice served by fax shall be effective upon receipt if delivery is accomplished before 5:00 p.m. local time during an ordinary business day, and shall be effective at the beginning of the next following business day if made at any time after 5:00 p.m. local time of a business day. By way of illustration, notice served by fax on a business day, Tuesday at 2:00 p.m., shall be effective upon receipt. Notice served by fax on Saturday night at 7:00 p.m. shall be effective at 8:00 a.m. on the following Monday, unless that Monday is a business holiday, in which event notice shall be effective at 8:00 a.m. on the next following business day.

c. If notice is served by hand-delivery, it shall be effective under the same ground rules as specified above with respect to notice served by fax.

VII. Term. This Agreement shall continue in force for twelve (12) months from the Agreement’s effective date as defined on page one (1), with an option to renew for a two (2) year term. The parties may renegotiate this agreement upon mutual consent at any time.

VIII. Applicable Law. The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with laws of the State of Alaska.

IX. Termination.

a. This Agreement may be terminated at any time as mutually agreed by the parties in writing.

b. This Agreement may be terminated by either party for repeated or willful material violation or refusal to comply with the provisions of this Agreement. The parties agree that this Agreement may be terminated if a party has failed to cure such violation or refusal within thirty (30) days following the defaulting party’s receipt of written notice of the violation or refusal.

c. This Agreement may also be terminated for nonpayment. The parties to this Agreement agree that this Agreement may be terminated by a party’s failure to pay amounts due within thirty (30) days following the defaulting party’s receipt of written notice of amounts due.

d. This Agreement shall immediately terminate upon the suspension, revocation or termination of either party’s authority to provide services or upon either party’s insolvency, inability to pay debts as they mature, or has a trustee or receiver or officer of the court appointed to control or supervise all or any substantial part of its assets or business.

X. Liability. There shall be no liability of a party for indirect or consequential damages. Each party agrees to reimburse the other party for damages to premises or equipment resulting from a party’s negligence in the installation, maintenance or interconnection to or removal of facilities,
services or arrangements. Each party represents its system is constructed in accordance with all applicable laws, orders, rules, and regulations, ad in accordance with all accepted technical standards and specifications. Each party shall indemnify and hold the other party harmless from any and all claims which arise out of the interconnection provided under this Agreement, unless the claim arises out of the negligent or wrongful conduct of the other party.

I. Patents.

a. With respect to claims of patent infringement made by third persons. AWC shall defend, indemnify, protect and save harmless ITC from and against all claims rising out of or based on the use of equipment or arrangements furnished under this Agreement by AWC or its Customers.

b. With respect to claims of patent infringement made by third persons, ITC will defend, indemnify, protect an save harmless AWC from and against all claims arising out of or based on the use by AWC of channels, interconnection types or arrangements furnished by ITC or its Customers under this Agreement.

c. Neither party grants to the other nay license under patents nor shall any be implied or arise by estoppel in either party’s favor with respect to any circuit, apparatus, system or method used by the parties in connection with any channels, interconnections types, or arrangements furnished under this Agreement.

d. Notwithstanding any other provision of this Agreement, the parties agree that neither party has made any warranty, express or implied, that the use by either party of the other party’s facilities or services under this Agreement gives rise to a claim by any third party of infringement, misuse, or misappropriation of any patent or other intellectual property right of such third party.

II. Allowance for Interruptions: Credit for interruption and restoration of non-usage sensitive service will be made in accordance with ITC’s local tariff.

a. Miscellaneous:

a. Tariffs. In the event that any of the services provided hereunder or the charges made therefore are currently subject, or at any time become subject, to any federal, state or local regulations or tariff, the terms and conditions of this Agreement, including the charges set forth in Attachment A (as amended from time to time) shall be deemed amended to conform to any conflicting terms and conditions in effect under such regulation or tariff, provided however, that all non-conflicting terms and conditions of this Agreement shall remain valid and effective.

Reference: U-02-106(1)
b. **Nonwaiver.** The occasion may arise when one party accommodates the other and accepts less than full compliance with one or more provisions of this Agreement. No such accommodation will constitute a waiver by the party allowing that accommodation, nor will it obligate that party to grant any other accommodation in the future.

c. **Assignment.** Any assignment by either party of interest right, obligation or duty, in whole or in part, without the written consent of the other party shall be void, as qualified below. Such written consent shall not be unreasonably withheld or delayed. Either party may sign with written notification all or part of its rights and obligations to any legal entity that is a subsidiary or affiliate of that party without consent. ITC shall not, however, assign its interest under this Agreement to any legal entity that is a AWC subsidiary or affiliate whose business includes providing landline local or landline interexchange telephone service in direct competition with ITC. All obligations, duties and rights of any party under this Agreement shall be binding on all successors in interest and assigns of such party.

d. **Compliance with Laws.** Nothing in this Agreement shall be deemed an admission by either party hereto that any provision of state or federal law has been complied wit, nor shall such Agreement, or any portion thereof, be deemed a waiver of any rights or remedies that either party may have under state or federal law.

e. **Entire Agreement.** This Agreement and all attachments and amendments embody the entire agreement of the parties. There are no other promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersed all previous communications either oral or written, between the parties.

f. **Modifications.** This Agreement shall only be amended, modified or changed in writing, executed by an authorized representative of the parties, with the same formality as this Agreement was executed and such writing shall be attached to this Agreement as an appendix.

g. **Severance.** In the event a portion of this Agreement is held to be unenforceable or inapplicable, that portion shall be severed from the Agreement and the remainder shall continue in full force, provided, however that if the severing of a provision makes this Agreement in its entirety impossible to perform, the Agreement shall be terminated.

h. **Construction.** This Agreement shall not be construed either in favor or against either party, regardless of which party drafted the Agreement or specific language within the Agreement, both parties having been represented by legal counsel in the Agreement's negotiations.

Reference: U-02-106(1)
ALASKA WIRELESS COMMUNICATIONS

Date: 10-16-02
By: W.B. Horne
Title: Managing Member
Print Name: William B. Horne

INTERIOR TELEPHONE COMPANY

Date: 10-31-02
By: Brenda Shepard
Title: Chief Financial Officer
Print Name: Brenda Shepard

Reference: U-02-106(1)
Effective: November 19, 2002
Page 6 of 8
Facilities & Charges for Cellular Type I Interconnection

GENERAL

A. **Type I Interconnection**
Type 1 Interconnection is a trunk between a Mobile Switch Center and a Local Exchange Company End Office using line-type address signaling sequences and multi-frequency trunk signaling. The Cellular Mobile Carrier ("CMC") establishes connections through this interface to the local calling area of the Local Exchange Company's ("Company") end office and other Interexchange Carriers ("IC"). Type 1 connections offer a trunkside connection from an end office to a CMC. This trunkside connection has a Trunk-With-Line-Treatment ("TWLT") feature, or its equivalent, that offers trunkside signaling and supervision but treats the connection as a line for recording purposes. With this Type 1 connection, the CMC can establish connections to valid NXX codes, directory assistance, operator services (0-, 0+), N11 codes (411, 911, etc.), service access codes (800, 900, etc.), and access to ICs and International Carriers ("INC").

B. **Call Descriptions**
There are two generic types of calls that will be provided under this Agreement. Calls originating from a mobile station and terminating at a land-based station are designated as "incoming" or "Mobile-to-Land (M-L)." Calls originating from a land-based station and terminating at a mobile station are designated as "outgoing" or "Land-to-Mobile (L-M)." Either type of call (i.e., incoming or outgoing) may be local or toll. The charges applicable to local and toll calls are set forth in Subsection C, below.

C. **Charges**

(1) **Local Calls**
For local calls, whether they are Mobile-to-Land or Land-to-Mobile, neither carrier will charge the other. Usage for local service will be "bill and keep," whereby each carrier bills its own customers for usage, whether measured or flat-rate. Neither carrier bills the other for switching and termination of calls originating on the other's network.
The cost for two (2) DS-1 Channel Terminations with Type I connection of $827.76 will be shared equally by Alaska Wireless Communications and ITC. ITC shall prepare the appropriate invoices and bill Alaska Wireless Communications $413.88 monthly.

Billing Arrangements:

(a) Mobile-to-Land (M-L) Toll Calls
The appropriate toll provider will charge message toll service rates to the CMC for M-L toll calls.

(b) Land-to-Mobile (L-M) Toll Calls
The appropriate IC will charge message toll service rates to the landline customer for L-M toll calls.

Reference: U-02-106(1)