

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**INTERCONNECTION AGREEMENT  
BY ADOPTION**

**Between**

**ACS OF ANCHORAGE, INC.**

**and**

**KMC DATA, LLC**

Table of Contents

	PAGE
<b>PART A – General Terms and Conditions.....</b>	<b>1</b>
<i>Section 1 – Scope of this Agreement.....</i>	<i>1</i>
<i>Section 2 – Regulatory Approvals.....</i>	<i>1</i>
<i>Section 3 – Term and Termination.....</i>	<i>2</i>
<i>Section 4 – Charges and Payment.....</i>	<i>3</i>
<i>Section 5 – Audits and Examinations.....</i>	<i>3</i>
<i>Section 6 – Network Element Bona Fide Request Process for Further         Unbundling.....</i>	<i>4</i>
<i>Section 7 – Intellectual Property Rights.....</i>	<i>5</i>
<i>Section 8 – Limitation of Liability.....</i>	<i>5</i>
<i>Section 9 – Indemnification.....</i>	<i>5</i>
<i>Section 10 – Remedies.....</i>	<i>7</i>
<i>Section 11 – Insurance.....</i>	<i>7</i>
<i>Section 12 – Confidentiality and Publicity.....</i>	<i>8</i>
<i>Section 13 – Warranties.....</i>	<i>9</i>
<i>Section 14 – Assignment and Subcontract.....</i>	<i>9</i>
<i>Section 15 – Governing Law.....</i>	<i>9</i>
<i>Section 16 – Relationship of Parties.....</i>	<i>9</i>
<i>Section 17 – No Third Party Beneficiaries.....</i>	<i>10</i>
<i>Section 18 – Notices.....</i>	<i>10</i>
<i>Section 19 – Waivers.....</i>	<i>11</i>
<i>Section 20 – Force Majeure.....</i>	<i>11</i>
<i>Section 21 – Dispute Resolution.....</i>	<i>12</i>
<i>Section 22 – Taxes.....</i>	<i>15</i>
<i>Section 23 – Responsibility for Environmental Hazards.....</i>	<i>15</i>
<i>Section 24 – Amendments and Modifications.....</i>	<i>17</i>
<i>Section 25 – Severability.....</i>	<i>17</i>
<i>Section 26 – Headings Not Controlling.....</i>	<i>17</i>
<i>Section 27 – Entire Agreement.....</i>	<i>17</i>
<i>Section 28 – Counterparts.....</i>	<i>17</i>
<i>Section 29 – Successors and Assigns.....</i>	<i>17</i>
<i>Section 30 – Implementation Team.....</i>	<i>17</i>
<i>Section 31 – Joint Work Product.....</i>	<i>19</i>
<i>Section 32 – No Waiver of Reconsideration or Appeal.....</i>	<i>19</i>
<i>Section 33 – Parity of Service.....</i>	<i>19</i>
 <b>PART B – Definitions.....</b>	 <b>21</b>

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska (Table of Contents Continued)

PART C – Attachment I – Price Schedule.....23  
     Section 1 – Rate Sheet.....23  
     Section 2 – Additional Elements .....25

Attachment II – Network Elements .....26  
     Section 1 – General.....26  
     Section 2 – Unbundled Network Elements.....26  
     Section 3 – Local Loop and Sub-Loop Elements .....28  
     Section 4 – Local Switching.....35  
     Section 5 – Local Tandem Switching.....37  
     Section 6 – Transport.....38  
     Section 7 – Transmission Facilities .....38  
     Section 8 – Right-of-ways, Conduits, and Pole Attachments.....39  
     Section 9 – Collocation.....39  
     Section 10 – Operations Support Systems .....40  
     Section 11 – Directory Assistance Service Routing.....40  
     Section 12 – Operator Service Routing .....40  
     Section 13 – Signaling Systems and Call-Related Databases .....40

Attachment III – General Interconnection and  
     Operational Requirements.....41  
         Section 1 – Interconnection Architecture.....41  
         Section 2 – Transmission and Routing Over Traffic Exchange Trunks.....43  
         Section 3 – Transmission and Routing Over Access Toll Connecting Trunks....43  
         Section 4 – Measurement and Billing of Traffic.....44  
         Section 5 – Intercarrier Compensation.....44  
         Section 6 – Number Resources .....44

Operational Requirements and Procedures .....45  
     Section 1 – Procedures .....45  
     Section 2 – Basic 911 and E911 Emergency Service.....47  
     Section 3 – Pre-Ordering, Ordering, and Provisioning .....50  
     Section 4 – Exchange of Information.....53  
     Section 5 – System Availability.....53  
     Section 6 – Local Carrier Service Center / Single Point of Contact.....54  
     Section 7 – Modification, Enhancement or Development of New Methods,  
         Manual or Electronic.....54  
     Section 8 – Telephone Number Management / Reservations.....54  
     Section 9 – Intercept Treatment and Transfer Service Announcements .....55  
     Section 10 – Changes in Service.....55  
     Section 11 – Access to Customer Data .....55  
     Section 12 – Ordering.....55

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska (Table of Contents Continued)

*Section 13 – Service and Reporting Standards*.....57  
*Section 14 – Reports* .....58  
*Section 15 –Format*.....58  
*Section 16 – Directory* .....66  
*Section 17 – Maintenance, Testing, and Repair* .....69

**Attachment IV – Collocation**..... 75  
*Section 1 – Introduction*.....75  
*Section 2 – General Description*.....75  
*Section 3 – Collocation Application Process*.....77  
*Section 4 – Rules and Regulations*.....84  
*Section 5 – General Rules*.....89  
*Section 6 – Space Reservation* .....91  
*Section 7 – Damage or Destruction*.....93  
*Section 8 – Rate Categories*.....96

**Attachment V – Rights of Way (“ROW”),  
Conduits, Pole Attachments**..... 99  
*Section 1 – Introduction*.....99  
*Section 2 – Requirements*.....99

**Attachment VI – Local Number Portability** ..... 110  
*Section 1 – ACS-ANC Provision of Local Number Portability* .....110

**Attachment VII – General Business Requirements**..... 111  
*Section 1 – Procedures* .....111  
*Section 2 – Revenue Protection* .....111  
*Section 3 – Provision of Subscriber Usage Data*.....111  
*Section 4 – Procedures* .....111

## INTERCONNECTION AND RESALE AGREEMENT

RECEIVED  
MAR 24 2005  
Regulatory Commission of Alaska  
State of Alaska

This Interconnection and Resale Agreement (the "Agreement") entered into this 10<sup>th</sup> day of January, 2003, by and between KMC Data, LLC ("KMC DATA"), a Delaware limited liability company, with a business address of 1545 Route 206, Suite 300, Bedminster, NJ, 07921, and ACS of Anchorage, Inc. ("ACS-ANC"), a corporation organized and existing under the laws of the State of Alaska, with a business address of 600 Telephone Ave., Anchorage, AK, 99503, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

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

WHEREAS, KMC DATA wishes to purchase Telecommunications Services for resale to others, and ACS-ANC is willing to provide such service; and

WHEREAS, KMC DATA wishes to purchase unbundled network elements, services and functions ("Network Elements"), and to use such services for itself or for the provision of its Telecommunications Services to others, and ACS-ANC is willing to provide such services; and

WHEREAS, KMC DATA wishes to purchase some ancillary services and functions and additional features, which are specifically included in this Agreement, and to use such services for itself or for the provision of its Telecommunications Services to others, and ACS-ANC is willing to provide such services; and

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

Now, therefore, in consideration of the terms and conditions contained herein, KMC DATA and ACS-ANC hereby mutually agree as follows:

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

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska***Section 1 Scope of this Agreement***

- 1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. This PART A sets forth the general terms and conditions governing this Agreement. Terms used but not defined herein will have the meanings ascribed to them in the Telecommunications Act of 1996 ("Act"), in the FCC's, and in the Regulatory Commission of Alaska's ("Commission") Rules and Regulations as of the Approval Date of this Agreement. PART C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

## LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule
- II. Network Elements
- III. Interconnection
- IV. Collocation
- V. Rights of Way
- VI. Number Portability
- VII. General Business Requirements

- 1.2 ACS-ANC shall provide notice of network changes and upgrades in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

***Section 2 Regulatory Approvals***

- 2.1 This Agreement, and any amendment, modification, or material clarification hereof, will be submitted for approval in accordance with Section 252 of the Act. In the event a court or regulatory agency of competent jurisdiction rejects any provision of this Agreement, the Parties shall negotiate promptly and in good faith revisions as may reasonably be required to achieve approval of the Agreement.
- 2.2 In the event that a regulatory agency or court of competent jurisdiction (a) finds that the terms of this Agreement are inconsistent in one or more material respects with applicable federal or state law or any applicable rules, regulations, or orders, or (b) alters or preempts the effect of this Agreement, or (c) alters the obligations of one or both parties to provide network elements or services, or (d) if either party believes that a regulatory agency has issued an order or decision adjudicating the jurisdictional authority over interconnection facilities carrying ISP traffic, then, once such decision is final, the Parties immediately shall commence good faith negotiations to conform this

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

- 2.3 By agreeing that ISP traffic may be transported over facilities described in this agreement, neither party waives its right to challenge the jurisdictional authority over such facilities.

### *Section 3 Term and Termination*

- 3.1 This agreement shall be deemed effective upon 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 or as may be allowed by Commission order.
- 3.2 The term of this Agreement shall be two years, and terminates on April 28, 2005. The parties may, by written agreement, elect to extend or reduce its term for up to a year. The parties may thereafter, by written agreement prior to the end of the additional or any subsequent one year term, elect to further extend the term of the agreement for up to an additional one year term or terms.
- 3.3 At the end of the 14<sup>th</sup> month from approval, or ten months prior to the end of any subsequent one year term upon which the parties may have agreed, the parties agree that they shall commence a good faith negotiation pursuant to the Telecommunications Act of 1996, and any applicable regulations, rules, or orders of any applicable regulatory Commission, to secure a new agreement. It is the express intention of the parties that such an agreement shall be negotiated by, or arbitrated between, the parties and approved by the appropriate regulatory body within ten months thereafter as provided by law. The parties agree to exercise their best efforts and all necessary diligence to secure approval of a new agreement by the end of ten months. The parties further agree that services under this agreement shall continue to be provided, without interruption and subject to all terms and conditions of this agreement, throughout the ten month negotiation, arbitration and approval period, unless a new agreement should be approved sooner.
- 3.4 Should a new agreement nevertheless not be approved within the ten month period provided for under the Act, and by this agreement, the parties agree as follows: Services under this agreement shall continue to be provided without interruption for an additional six months, subject to all terms and conditions of this agreement, except as they may be modified by an applicable interim order as provided herein. During this period either party may apply to this Commission, the FCC, or any court of competent jurisdiction, as may be appropriate, for interim relief on an expedited basis in the form of an order extending or modifying the terms of this agreement, pending approval of a new agreement. Should no relief have been obtained during this six-month period, and should there be no new agreement in place by that time, the parties agree that services shall continue to be provided under this agreement; provided, however, that any new

**RECEIVED**  
MAR 24 2005  
State of Alaska  
Regulatory Commission of Alaska

agreement ultimately reached by the parties shall be considered effective as of the date following the last day of the six-month period referenced in this Section.

**RECEIVED**  
MAR 24 2005  
State of Alaska  
Regulatory Commission of Alaska

**Section 4 Charges and Payment**

- 4.1 In consideration of the services and network elements provided by ACS-ANC under this Agreement, KMC DATA shall pay the charges set forth in Attachment I.
- 4.2 In consideration of the network elements provided by KMC DATA under this Agreement, ACS-ANC shall pay the charges set forth in Attachment I.

**Section 5 Audits and Examinations**

- 5.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party may perform audits no more frequently than one (1) in each twelve (12) month period.
- 5.2 Upon sixty (60) days written notice by the requesting party to the other, the requesting party shall have the right through its authorized representative to make an Audit. Such Audit shall take place during normal business hours, of records, accounts, and processes that 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. Responding party agrees to provide Audit support, including appropriate access to and use of facilities (e.g., conference rooms, telephones, copying machines).
- 5.3 As used herein, "Examination" shall mean a discrete inquiry into a specific element of, or process related to, services performed under this Agreement. The Examination will consist of an investigation into any specific complaint, discrepancy, or concern in service, which either party may bring to the other's attention. The responding party agrees, in good faith, to provide information or documents sufficient to address or explain the complaint or discrepancy, and to provide the requesting party a reasonable opportunity to monitor provision of the service at issue.
- 5.4 Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The requesting party will pay for the reasonable cost of special data extraction required to conduct the Audit or Examination. For purposes of this Section 5.4, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting party's specifications and at that party's expense, the requesting party shall specify at the time of request whether the program is to be retained by the responding party for reuse for any subsequent Audit or Examination. All information and resulting work product arising out of an

**RECEIVED**

MAR 24 2005

Regulatory Commission of Alaska  
State of Alaska

Audit or Examination shall be considered confidential and subject to Section 5.6 of this Agreement.

- 5.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.
- 5.6 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

**Section 6 Network Element Bona Fide Request Process for Further Unbundling**

- 6.1 Based upon the consideration of the scope of the Network elements, Services and Local Interconnection provided by ACS-ANC under this Agreement, ACS-ANC shall promptly consider and analyze access to categories of unbundled Network Elements not covered in this Agreement with the submission of a Network Element Bona Fide Request by KMC DATA hereunder. The Network Element Bona Fide Request process set forth herein is intended solely to address provision of interconnection, elements and services not currently available from ACS-ANC and not currently required by applicable law.
- 6.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element. The parties will meet to discuss such request and to clarify any questions regarding its scope.
- 6.3 KMC DATA may cancel a Network Element Bona Fide Request at any time, but shall pay ACS-ANC actual, reasonable, and verifiable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- 6.4 Within forty-five (45) days of its receipt of a Network Bona Fide Request, ACS-ANC shall deliver to KMC DATA a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that ACS-ANC will offer access to the Network Element or will provide a detailed explanation of why it will not offer such access.
- 6.5 Upon receipt of the preliminary analysis, KMC DATA shall, within thirty (30) days, notify ACS-ANC of its intent to proceed or not to proceed.
- 6.6 ACS-ANC shall promptly proceed with the Network Element Bona Fide Request upon receipt of written authorization from KMC DATA. When it receives such authorization, ACS-ANC shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

MAR 24 2005

- 6.7 As soon as feasible, but not more than <sup>State of Alaska</sup> ~~more than~~ sixty (60) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, ACS-ANC shall provide to KMC DATA a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
- 6.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, KMC DATA must either confirm its order for the Network Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

### **Section 7 Intellectual Property Rights**

Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent set forth in this Agreement and necessary for the Parties to use any facilities or equipment (including software), or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other party or shall be implied or arise by estoppel. To the extent not precluded by law or agreement with third parties, and when available, each party shall, in good faith, use its best efforts and assist in seeking to obtain any licenses or sublicenses in relation to the intellectual property used in its network that may be required to enable the other party to receive services as provided within this agreement. Any costs, fees, or expenses associated with obtaining and use of the license are to be borne by the party receiving the service.

### **Section 8 Limitation of Liability**

Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 9 to indemnify, defend, and hold the other party harmless against amounts payable to third parties.

### **Section 9 Indemnification**

- 9.1 To the extent not prohibited by law, each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement or any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or

MAR 24 2005

otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim"): (i) based upon injuries or damage or death to any person or property or the environment arising out of or in connection with this Agreement including but not limited to collocation; that are the result of or arising out of such Indemnifying Party's actions or omissions, including negligence or willful acts, breach of Applicable Law, or breach of representations or covenants made in this Agreement, or the actions, breach of Applicable Law or of this Agreement by its officers, directors, employees, agents and subcontractors, or (ii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from the Indemnifying Party's or the Indemnifying Party's Customer's use of the Network Elements, Ancillary Functions, Combinations, Local Services or other services provided under this Agreement.

- 9.2 The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 9.3 Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of the Indemnifying Party's subscribers for nonpayment.
- 9.4 When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the

amount such Party would have charged the applicable subscriber for the service function(s) that gave rise to such loss.

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**Section 10 Remedies**

- 10.1 In addition to any other rights or remedies, to the extent permitted by applicable law, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance.
- 10.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

**Section 11 Insurance**

- 11.1 KMC DATA shall, at its expense, obtain and keep in force during the term of this agreement, the following types and minimum limits of insurance:

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

- 11.2 Required limits may be satisfied through primary and umbrella or excess policies; companies licensed to do business in the State of Alaska shall underwrite all insurance coverage. All policies required of KMC DATA shall be deemed to be primary and not contributing to or in excess of any similar insurance coverage purchased or maintained by ACS-ANC.
- 11.3 Each policy shall contain a waiver of subrogation clause.
- 11.4 All policies, as permitted by law, shall be endorsed to name ACS-ANC as an Additional Insured. KMC DATA shall produce Certificate(s) of Insurance, including a copy of the Additional Insured Endorsement prior to ACS-ANC's performance under this contract and annually thereafter as long as KMC DATA uses or occupies collocation space. KMC DATA, or KMC DATA's insurer, shall provide ACS-ANC 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 KMC DATA's equipment remains within any collocation space, whichever is later. KMC DATA's obligation to provide insurance coverage is not limited to collocation activity, but is intended to cover any liability arising out of this Agreement.

**RECEIVED**  
 MAR 24 2005  
 State of Alaska  
 Regulatory Commission of Alaska

**Section 12 Confidentiality and Publicity**

- 12.1** Subject to the limitations of Section 12.3, all information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement. Confidential or proprietary information shall be used for purposes of this Agreement only and shall not be used in any way whatsoever for marketing. Such information includes but not limited to, trade secrets, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, orders for services, usage information in any form.
- 12.2** Regardless of the means of disclosure, Information shall be protected by the receiving Party in accordance with the terms of this Section 12, provided that such Information should reasonably have been understood by the receiving Party, by virtue of legends or other markings or the circumstances of disclosure or the nature of the Information itself, to be proprietary and confidential to the disclosing Party. Each Party agrees that the Information it receives shall not be copied or reproduced in any form except to the extent reasonably necessary to such Party's exercise of its rights or performance of its obligations pursuant to this Agreement. Each Party agrees to protect the Information received from distribution, disclosure or dissemination to anyone except its employees and consultants with a need to know such Information. When requested as to specific information, each party agrees to provide the other with a list of persons receiving the confidential or proprietary information. Each Party will use the same standard of care to protect Information received as it would use to protect its own confidential and proprietary Information.
- 12.3** Notwithstanding the provisions of Section 12.1, there will be no obligation to protect any portion of Information that is (a) made available by the owner of the Information or lawfully disclosed by a non-Party to this Agreement; (b) lawfully obtained from any source other than the owner of the Information; (c) previously known to the receiving Party without an obligation to keep it confidential; or (d) independently developed by the receiving Party without use of the Information disclosed.
- 12.4** Disclosure of Information received shall not be prohibited to the extent such disclosure is compelled by a court or administrative agency having jurisdiction over the receiving Party or is otherwise required by law. In such event, however, the receiving Party shall use reasonable efforts to notify the other Party prior to making such disclosure and

**RECEIVED**

shall cooperate in the other Party's efforts to object to such disclosure or to obtain confidential treatment of the Information to be disclosed.

MAR 24 2005  
State of Alaska  
Regulatory Commission of Alaska

- 12.5 This Section 12 shall survive the termination or expiration of this Agreement with respect to any Information disclosed by one Party to the other while this Agreement was in effect. All Information shall be returned to the disclosing Party within a reasonable time following the disclosing Party's request following the termination or expiration of this Agreement.

### ***Section 13 Warranties***

EXCEPT AS SPECIFICALLY PROVIDED IN PART C – ATTACHMENT V, SECTION 7.9, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. BOTH PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

### ***Section 14 Assignment and Subcontract***

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

### ***Section 15 Governing Law***

The construction, interpretation, and performance of this agreement shall be governed by and construed in accordance with the laws of the State of Alaska except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

### ***Section 16 Relationship of Parties***

Each Party shall perform services hereunder, as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska  
payment of all applicable federal, state, and local income taxes, social security taxes, and other payroll taxes with respect to its employees, as well as any taxes, contributions, or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire, and otherwise control its employees.

**Section 17 No Third Party Beneficiaries**

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent KMC DATA from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

**Section 18 Notices**

Documents sent between ACS-ANC and KMC DATA that require action within specified time frames shall be sent by certified mail with return receipt, facsimile, or hand delivered. Hand delivered documents shall be date stamped or noted otherwise by the receiving party to record the date of receipt. The date and time of receipt shall be the date and time shown on the return receipt where certified mail was used, the date and time shown on the header if facsimile was used, or the date stamp where the documents were hand delivered.

To KMC DATA:

Name: Marva Brown Johnson  
Title: Vice President and Senior Counsel  
Address: KMC Telecom, Inc.  
1755 North Brown Rd.  
Lawrenceville, GA 30043  
Phone: (678) 985-6220  
Fax: (678) 985-6213

With copies to:

Name: Raymond Pifer  
Title:  
Address: KMC Telecom, Inc.  
1755 North Brown Rd.  
Lawrenceville, GA 30043  
Phone: (678) 985-6441  
Fax: (678) 985-6213

To ACS-ANC:

Name: Jill Hume  
Title: Manager, Carrier Relations  
Address: 600 Telephone Avenue  
Mail Stop 60  
Anchorage, Alaska 99503  
Phone: (907) 297-3134  
Fax: (907) 564-8487

**RECEIVED**  
MAR 24 2005  
State of Alaska  
Regulatory Commission of Alaska

With copies to:

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

**Section 19 Waivers**

- 19.1 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.
- 19.2 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.
- 19.3 Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

**Section 20 Force Majeure**

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, volcano eruptions, earthquakes, avalanches, tsunami, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 21 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's specific obligation(s) under this Agreement, the due date for the performance of such original obligation(s) shall be extended by a term equal to the time lost by reason of the delay, but such extension shall not work to extend the then current term of this Agreement. In the event of such delay, the delaying party shall provide notice to the other party of the force majeure event, the probable delay, and the arrangements for performance.

MAR 24 2005

**Section 21 Dispute Resolution**State of Alaska  
Regulatory Commission of Alaska

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

**21.1.1 Manager.** Within five (5) business days after either Party furnishes to the other notice of a Dispute, a Manager of each Party shall consider the Dispute in person or by telephone and will attempt in good faith to resolve the Dispute for a period of ten (10) business days. If the Dispute is not resolved, as agreed by the Parties in writing, within such ten (10) day period, the Dispute will be escalated in accordance with clause 21.1.2.

**21.1.2 Executive or Designee.** If a Dispute is not resolved in accordance with the above, either Party may submit a notice in writing describing the nature of the Dispute and the proposed resolution thereof (a "*Claim Notice*") and an Executive of each Party will consider the Dispute in person or by telephone and will attempt in good faith to resolve the Dispute for a period of fourteen (14) business days. If the Dispute is not resolved, as agreed by the Parties in writing, within such fourteen (14) day period, the Dispute may be escalated in accordance with clause 21.2. For purposes of clarification, neither party shall be precluded from escalating in accordance with clause 21.2 after the fourteen (14) day period has passed.

**21.2 Binding Arbitration.**

**21.2.1** If a Dispute is not resolved in the Initial Resolution Period set forth in Section 21.1, except as expressly provided for in Subsection 21.2.5, each Party hereto hereby irrevocably and unconditionally agrees to submit any Dispute to binding arbitration (to be conducted in the manner set forth below). Within five (5) Business Days after the expiration of the Initial Resolution Period, KMC DATA and ACS-ANC shall mutually select one arbitrator with industry expertise in the subject matter of this Agreement; *provided that*, in the event that KMC DATA and ACS-ANC fail to mutually select an arbitrator within ten (10) Business Days following the expiration of the Initial Resolution Period, a neutral arbitrator, who has experience as a retired judge shall be selected within seven (7) days by Judicial Arbitration and Mediation Services (JAMS) in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (the "*JAMS Rules*"). Except as otherwise provided herein, the final decision regarding any Dispute shall be determined by the arbitrator and in accordance with the JAMS Rules. The Parties expressly agree that the arbitrator shall determine the discovery methods that shall be available to the Parties under this Subsection as appropriate under the circumstances. The Parties agree to use all reasonable efforts to have

MAR 24 2005

the arbitration hearing to be conducted within 180 days of the appointment of the mutually-selected arbitrator or the JAMS selected arbitrator.

- 21.2.2 Any final award shall be preceded by a written reasoned draft proposed award, and any Party shall have the right to demand a hearing on the proposed award, which hearing shall be preceded by submissions of memoranda by the Parties addressing the proposed award and stating such facts of record and such authority as the Party wishes to call to the arbitrator's attention, and after any hearing thereon the arbitrator shall enter a final award which (a) shall be just, within the scope of this Agreement and consistent with the Parties' intent that this Agreement shall remain in full force and effect for the remaining term of the contract; (b) shall include a written decision setting out findings as to issues and the reasoning on which the award rests; (c) may include injunctive relief; (d) shall be made within sixty (60) days of the conclusion of any hearing or briefing if at all practicable; and (e) may be confirmed in any court having jurisdiction over the Party against whom enforcement is being sought.
- 21.2.3 The obligation of the Parties provided herein to arbitrate any Dispute between the Parties (or their respective heirs, successors, assigns or affiliates) shall not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination.
- 21.2.4 The place of arbitration shall be Anchorage, Alaska. Subject to Subsection 21.2.5, each Party agrees not to commence any dispute, action, suit or proceeding between the Parties (or their respective heirs, successors, assigns or affiliates) arising out of, relating to, or in connection with this Agreement, or the breach, or termination or validity thereof, regardless of whether such dispute is based upon fiduciary duty, tort, contract, statute, regulation or otherwise, except with such arbitrator; each Party further agrees that service of any process, notice, summons or document by U.S. registered mail to the address for such Party set forth in this Agreement shall be effective service for any such arbitration brought against such Party; each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any such arbitration in Anchorage, Alaska, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim that any such arbitration has been brought in an improper venue or an inconvenient forum.
- 21.2.5 A request by a Party to a court for interim equitable or injunctive relief to protect and secure its rights under this Agreement pending arbitration shall not be deemed a waiver of the right to arbitrate. Furthermore, the Parties irrevocably and unconditionally agree to submit any such request exclusively to a state or Federal court located in Anchorage, Alaska; each Party agrees not to commence any such request except in the Alaska state or Federal Courts; each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to the address for such Party set forth in this Agreement shall be effective service of

MAR 24 2005

PART General Terms and Conditions

State of Alaska  
Regulatory Commission of Alaska

process for any such request brought against such Party in the Alaska Courts; each Party hereby irrevocably and unconditionally consents to the personal jurisdiction of the Alaska Courts and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court any defense that such court does not have personal jurisdiction over it; each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of such request in the Alaska Courts and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an improper venue or in an inconvenient forum.

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

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

### **21.3 Billing Disputes**

**21.3.1** Any party disputing any bill for interconnection, services, or network elements received pursuant to this agreement shall tender timely payment for the disputed amount. Such payment shall be accompanied by a Billing Protest, which shall set forth (1) the amount alleged to be improperly billed and (2) the specific reasons, legal and factual, establishing why the amount may have been improperly billed. The billing party shall provide a Response to such Billing Protest within 30 days. The billing party shall either accept or deny the Protest.

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

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

**21.3.3** If the Billing Protest has not been resolved within 20 days after a Response to the Billing Protest has been sent, the parties shall undertake Resolution pursuant to §21 of this Agreement. Should any arbitrator or court of competent jurisdiction

subsequently determine that any amount tendered pursuant to a Billing Protest has been improperly billed and paid, the billing party shall repay the amount with interest, from the time it was paid.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### **Section 22 Taxes**

- 22.1** Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

### **Section 23 Responsibility for Environmental Hazards**

- 23.1** KMC DATA shall in no event be liable to ACS-ANC for any costs whatsoever resulting from the presence or release of any Environmental Hazard that KMC DATA did not cause, introduce or contribute to the affected work location. ACS-ANC hereby releases, and shall also indemnify, defend (at KMC DATA's request) and hold harmless KMC DATA and each of KMC DATA's officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that ACS-ANC, its contractors, or its agents introduce to the work locations.
- 23.2** Prior to KMC DATA or its employees, contractors, or agents introducing an Environmental Hazard into a work location KMC DATA shall fully inform ACS-ANC in writing of its planned actions at such work location and shall receive ACS-ANC's written permission for such actions and KMC DATA warrants that it shall comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. ACS-ANC shall in no event be liable to KMC DATA for any costs whatsoever resulting from the presence or release of any Environmental Hazard that KMC DATA causes, introduces or contributes to the affected work location. KMC DATA shall indemnify, defend (at ACS-ANC's request) and hold harmless ACS-ANC and each of ACS-ANC's officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that KMC DATA, its contractors or its agents cause, introduce, or contribute to the work location. KMC DATA shall be responsible

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska  
for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for environmental hazards KMC DATA causes or introduces to the affected work location.

- 23.3** In the event any suspect material within ACS-ANC-owned, operated or leased facilities are identified to be asbestos-containing, KMC DATA will, at KMC DATA's expense, notify ACS-ANC before commencing any activities and ensure that to the extent any activities which it undertakes in the facility disturb any asbestos-containing materials (ACM) or presumed asbestos containing materials (PACM) as defined in 29 CFR Section 1910.1001, such KMC DATA activities shall be undertaken in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by KMC DATA or equipment placement activities that result in the generation or disturbance of asbestos containing material, KMC DATA shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect KMC DATA equipment or operations, including, but not limited to, contamination of equipment.
- 23.4** Within ten (10) business days of KMC DATA's request for any space in ACS-ANC owned or controlled facility, ACS-ANC shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of any and all known or suspected asbestos containing materials, lead paint, hazardous or regulated substances, or any evidence of radon. Information is considered in ACS-ANC's possession under this Agreement if it is in the possession of an employee, agent, or authorized representative of ACS-ANC.
- 23.5** 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, ACS-ANC shall offer an alternative space, if available, for KMC DATA's consideration. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, ACS-ANC shall make such alternative route available for KMC DATA's consideration.
- 23.6** Subject to this Section 24 and to ACS-ANC's standard security procedures, which procedures will be provided to KMC DATA, ACS-ANC shall allow KMC DATA at KMC DATA's expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which KMC DATA deems to be necessary in support of its collocation needs. KMC DATA agrees to share the results of such investigations or surveys with ACS-ANC.

**RECEIVED**  
MAR 24 2005  
State of Alaska  
Regulatory Commission of Alaska**Section 24 Amendments and Modifications**

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

**Section 25 Severability**

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason by a regulatory agency or court having jurisdiction, such invalidity will affect only the portion of this Agreement that is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

**Section 26 Headings Not Controlling**

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

**Section 27 Entire Agreement**

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as it contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

**Section 28 Counterparts**

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

**Section 29 Successors and Assigns**

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

**Section 30 Implementation Team**

30.1 The parties agree to establish an Implementation Team within 30 days of approval of this agreement by the Commission. The purpose of the Team will be to ensure that the

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

parties share a mutual understanding about ACS-ANC's processes, operational procedures, and guidelines necessary to implement the terms of this Agreement.

- 30.2 In establishing this Team the parties recognize that technical and operational coordination between the parties will be required to implement the arrangements and provisions of services established by this agreement. The parties further recognize that the many technical and operational procedures cannot be fully anticipated or resolved in advance of actual interconnection; and that, for many reasons, including the possible need to address interconnection with other interconnecting carriers, the procedures employed may change over time. The parties further recognize that they have a common interest in implementing this agreement in a practical and efficient manner, and in establishing a process for this purpose.
- 30.3 The Team will consist of two or more representatives of each company, to be designated in writing, who shall be familiar with the various operations of the parties established or required by this agreement. Either Party may include in meetings or activities, additional technical specialists or individuals as may be reasonably required to address a specific task, matter, or subject. Each Party may replace its Team members at any time upon written notice to the other Party.
- 30.4 The Implementation Team will work to ensure that ACS-ANC practices and procedures, and those of interconnecting carriers, are clearly understood by all affected parties. The Implementation Team may address the following matters and may address any other matters agreed upon by the Implementation Team:
- the administration and maintenance of the interconnecting networks
  - disaster recovery and escalation provisions;
  - access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
  - single points of contact for ordering, provisioning, billing and maintenance;
  - service ordering and provisioning procedures, including provision of trunks and facilities;
  - joint systems readiness and operational readiness plans;
  - appropriate testing of services, equipment, facilities and Network Elements;
  - procedures for coordination of local PIC changes and processing;
  - physical and network security concerns;
  - such other matters specifically referenced in this Agreement that need to be reviewed by the Implementation Team; and
  - 911 and E911 processes and procedures.

MAR 24 2005

- State of Alaska  
Regulatory Commission
- 30.5 In the event that an interconnecting carrier cannot agree with an ACS-ANC practice or procedure, that matter may be referred to a manager of each company designated for this purpose. The managers shall then confer and seek to resolve the matter.
- 30.6 The parties further agree that any other CLEC entering any market with respect to any interconnection, services, or elements subject to this agreement, will have the right and opportunity to participate in the Implementation Team with respect to any such interconnection, services or elements, subject to the confidentiality provisions of this Agreement.
- 30.7 Nothing in this section is intended to alter any existing legal obligation or remedy of any party, or to modify any other term of this Agreement. However, should the Implementation Team agree that amendment of this Agreement may be appropriate or necessary in order to accomplish its purposes in a more practical manner, the Team shall recommend such an amendment be promptly considered by the parties.

***Section 31 Joint Work Product***

This Agreement is the joint work product of representatives of the Parties. For convenience, it has been drafted in final form by one of the Parties. Accordingly, in the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship of this Agreement.

***Section 32 No Waiver of Reconsideration or Appeal***

Execution of this agreement shall not constitute a waiver of either party's right to pursue pending litigation and enforce any resulting decisions, or challenge any law, regulation, rule or order of the Federal Communications Commission or the Regulatory Commission of Alaska.

***Section 33 Parity of Service***

ACS-ANC and KMC DATA shall perform their obligation and duties under the Agreement, and will provide services and network functions and elements, including, but not limited to, Local Interconnection, Services for Resale, and Network Elements, with a non-discriminatory, non-preferential quality of service and a level of performance at parity with that which they use for their own operations or the operations of affiliates or for the provision of services to their own subscribers, or the subscribers of affiliates.

RECEIVED

MAR 24 2005

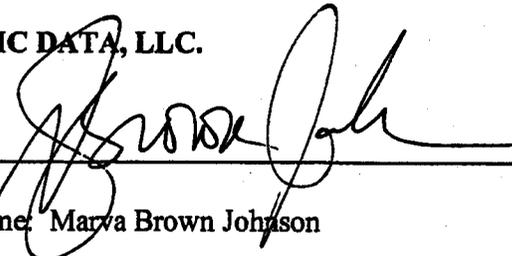
PART A - General Terms and Conditions

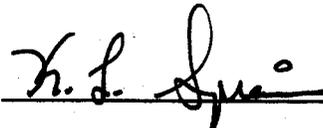
State of Alaska  
Regulatory Commission of Alaska

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

KMC DATA, LLC.

ACS OF ANCHORAGE, INC.

By: 

By: 

Name: Marva Brown Johnson

Name: Ken Sprain

Title: Vice President and Senior Counsel

Title: Sr. Vice-President Network and IT

Date: 03-21-2005

Date: 3-24-05

MAR 24 2005

**PART B – DEFINITIONS**State of Alaska  
Regulatory Commission of Alaska

For any term which is not defined in this Part B or elsewhere in this Agreement, the term shall have the meaning set forth in the Telecommunications Act of 1934, as amended, the Regulations of the Federal Communications Commission and the Regulatory Commission of Alaska, and the definitions as typically used within the telecommunications industry, such as those defined by the American National Standards Institute (ANSI), Bellcore and the Consultative Committee on International Telegraphy and Telephony (CCITT)).

“911 SERVICE” shall have the meaning set forth in 47 C.F.R. § 54.101(a)(5).

“AFFILIATE” shall have same meaning as “AFFILIATED INTERESTS” as set forth in A.S. 42.05.990(1).

“ANI” (AUTOMATIC NUMBER IDENTIFICATION) shall have the meaning set forth in 47 C.F.R. § 20.3.

“APPROVAL DATE” is the date on which Commission approval of the Agreement is granted.

“ATTACHMENT” is any placement of KMC DATA’s facilities in or on ACS-ANC’s Poles, ducts, conduits, or Right of Way.

“BUSINESS DAY(S)” means the days of the week excluding Saturdays, Sundays, and all state legal holidays.

“CENTRAL OFFICE SWITCH” or “CENTRAL OFFICE” means a switching entity within the public switched network, including but not limited to end office switches and Tandem Office Switches.

“CENTREX” means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

“CLEC” means a Competitive Local Exchange Carrier.

“E911” (ENHANCED 911 SERVICE) shall have the meaning set forth in 47 C.F.R. § 54.101(a)(5).

“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) or (ii) poses risks to human health, or the environment and is regulated under any Applicable Law.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

"EXTENDED OUTAGE", as used in the Pre-ordering, Ordering, and Provisioning section of this agreement, is defined to be a planned or unplanned outage during normal operating hours such that KMC DATA is unable to utilize electronic interfaces for more than four (4) consecutive business hours.

"FEEDER DISTRIBUTION INTERFACE" is where the trunk line or "feeder", leading back to the central office, and the "distribution" plant, branching out to the subscribers, meet, and "interface".

"GRANDFATHERED SERVICES" shall be those services referenced in 47 C.F.R. 51.615.

"LSR" shall mean Local Service Request.

"NETWORK ELEMENT" shall have the meaning set forth in 47 U.S.C. § 153(29).

"NP" (NUMBER PORTABILITY) shall have the meaning set forth in 47 U.S.C. § 153(30).

"OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"OPERATOR SERVICES" shall have the meaning set forth in 47 U.S.C. § 226(a)(7).

"POLE" refers to ACS-ANC Poles and anchors and does not include poles or anchors with respect to which ACS-ANC has no legal authority to permit attachments by other persons or entities.

"PROVISIONING" shall have the meaning set forth in 47 C.F.R. 51.5.

"SHARED TRANSPORT" shall have the meaning set forth in 47 C.F.R. § 51.319(d)(1)(ii).

"SIGNAL TRANSFER POINT" or "STP" shall have the meaning set forth in 47 C.F.R. 51.5.

"SWITCH" means a Central Office Switch as defined in this Part B.

"TECHNICALLY FEASIBLE" shall have the meaning set forth in 47 C.F.R. § 51.5.

"TELECOMMUNICATIONS" shall have the meaning set forth in 47 U.S.C. § 153(44).

"TELECOMMUNICATION SERVICES" shall have the meaning set forth in 47 U.S.C. § 153(44).

"UNBUNDLED NETWORK ELEMENT" shall have the meaning set forth in 47 U.S.C § 251(c)(3) (with regard to unbundled access).

**PART C – ATTACHMENT I**

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**TABLE 1**

**Section 1  
Rate Sheet**

REQUIREMENTS	RATE/MONTH	NON-RECURRING
2-Wire UNE Loop	\$24.48	Below
4-Wire UNE Loop	\$48.96	Below
NID	Bundled with Loop	
End Office Switching		
POTS Line Port	\$4.27	
Non-Line Port \$/MOU	\$0.006595	
Transiting \$/MOU	\$0.006595	
<b>TRANSPORT TO END USER (UNE RATES FROM WC TO END USER)</b>		
DS-1 (2 pair)	\$17.56 + 48.96	S.O. chg. + T&M*
DS-1 (1 pair)	\$19.10 + 24.48	S.O. chg. + T&M*
UNE DSL Loop	\$24.48 per loop	S.O. chg. + T&M*
DSL Loop Spectrum Mgmt. Charge	TBD	
Loop Conditioning (Incl. Cost Est.)		T & M
Loop Qualification		T & M
REQUIREMENTS	RATE/MONTH	NON-RECURRING
OC-3 Interoffice Transport (TDM or ATM at ACS-ANC' option)	\$1,286.70/per circuit plus proportional share of interoffice fiber	Eng., Inst., & Actv. T&M
OC-12 Interoffice Transport (TDM only)	\$3,035.78 plus proportional share of interoffice fiber	Eng., Inst., & Actv. T&M

<b>TRANSPORT TO END USER (UNE RATES FROM WC TO END USER)</b>		
DS-3 UNE (initial)	\$1,022.98 + \$.03/foot for fiber	Eng., Inst., & Actv. T&M
DS-3 (Subsequent two)	\$88.34	Eng., Inst., & Actv. T&M
OC-3 UNE	ICB	
Channel Interface Connection	Interstate Tariff	
Actual Measured Loss Study		T&M
Estimated Measured Loss Study		1.8 hrs. @ current labor rate
* T&M for facilities installed prior to order = 30 hours @ current labor rates.		

# RECEIVED

MAR 24 2005

PART C- Attachment I  
Rate Sheet

State of Alaska  
Regulatory Commission of Alaska

<b>COLLOCATION</b>		
Collocation Quote Fee		\$2,000.00
Entrance Facility – per 100 pair copper	\$38.65	\$257.16
Entrance Facility – per 2 fibers	\$28.25	\$514.32
Cable Pull – per 50 ft. (or less) of cable	\$2.36 per foot	\$257.16
DC Power – per 15 amp Draw per month	\$115.00	
Cable Space per 50 ft. cable (to 1” dia.)	\$5.34	
Relay Rack Space – per 1.75” Mounting Space	\$1.09	
Tie Cable Pull and Install – Inside		\$1,143.34
Customer Custom Options	ICB	
Office Arrangement (cage/hard wall encl., etc.)	ICB	
Building Modification	ICB	
Rent (w/maintenance): per sq. ft occupied per mo.	\$8.25	
Space Reservation Fee: per sq. foot reserved per year	\$49.44	

<b>NUMBER PORTABILITY</b>		
Number Portability (LRN Method)	Interstate Tariff	Interstate Tariff

<b>MULTIPLEXING &amp; DEMULTIPLEXING</b>		
M 1/0 (DS-0 to DS-1/DS-1 to DS-0)	\$182.83	Eng., Inst., & Actv. T&M
M 3/1 (DS-1 to DS-3/DS-3 to DS-1)	\$221.51	Eng., Inst., & Actv. T&M
MOC-3/DS-1 (DS-1 to OC-3/OC-3 to DS-1)	\$1,205.94	Eng., Inst., & Actv. T&M
MOC-12/DS-3 (DS-3 to OC-12/OC12 to DS-3)	ICB	ICB
MOC-12/OC-3 (OC-3 to OC-12/OC to OC-3)	ICB	ICB

<b>DIGITAL ACCESS CROSS-CONNECT SYSTEMS (DACs) – ICB PRICING</b>		
DACS Port: DS-1	\$64.78	T&M
DACS Port: DS-3 or STS-1	ICB	ICB
DACS Cross Connect: DS-0	ICB	ICB

State of Alaska  
~~Regulatory Commission of Alaska~~

<b>NON-RECURRING CHARGES</b>		
POTS/VG Loop Service Orders (Initial, Cancel, Reschedule, Disconnect, Rejected Orders)	N/A	\$24.00 per order per line
DSL/Digital Loop Service Order		\$182.94
DS-1 Service Orders		\$24.00 per DS1
Premise Visit on Loop Install	N/A	\$40.00
Cross Connect at CO or Field	N/A	\$18.00
Report Generation		T&M
Customer Service Inquiry Fee		T&M
Field Testing		T&M
No Trouble Found Charge		\$60.00
Trunk Relocation/Rehoming		T&M
Access to Electronic OSS	TBD	T&M
<b>BILL AND KEEP</b>		
Local to local traffic terminating on retail end user	Bill and Keep	

<b>TANDEM SWITCHED TRANSPORT</b>		
Switched Facility	Interstate Tariff	Interstate Tariff
Switching	Interstate Tariff	Interstate Tariff
Switched Termination	Interstate Tariff	Interstate Tariff
Local Circuit Switching	Interstate Tariff	Interstate Tariff

<b>COMMON CHANNEL SIGNALING</b>		
Signaling Mileage Facility	Interstate Tariff	Interstate Tariff
Signaling Mileage Termination	Interstate Tariff	Interstate Tariff
Signaling Entrance Facility	Interstate Tariff	Interstate Tariff
STP Port	Interstate Tariff	Interstate Tariff
800 Query	Interstate Tariff	Interstate Tariff

**Section 2 Additional Elements<sup>1</sup>**

<b>ADDITIONAL UNE ELEMENTS</b>		
<b>REQUIREMENTS</b>	<b>RATE/MONTH</b>	<b>NON-RECURRING</b>
Pole Attachments	\$39.18	N/A
Inner-duct per foot	\$0.0229	
Conduit per foot	\$0.0687	

<sup>1</sup> The Parties agree that if and when the Regulatory Commission of Alaska adopts a methodology for pricing pole attachments (including innerduct and conduit), that methodology will be used to determine new prices which will automatically replace the prices listed in this section.

## PART C – ATTACHMENT II

### NETWORK ELEMENTS

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

#### *Section 1 General*

Pursuant to the following terms, ACS-ANC will separately price and offer Unbundled Network Elements and Sub-elements such that KMC DATA will be able to subscribe to and interconnect to whichever of these existing unbundled elements KMC DATA requires for the purpose of providing local telephone service and exchange access service. KMC DATA agrees to provide access to its Network Elements and Sub-elements to ACS-ANC under the same terms, conditions and prices contained herein.

#### *Section 2 Unbundled Network Elements*

##### **2.1 Network Elements**

2.1.1 ACS-ANC shall offer access to Network Elements to KMC DATA for the purpose of offering Telecommunications Services. ACS-ANC shall offer Network Elements to KMC DATA on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall require ACS-ANC to make an investment in facilities. Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as ACS-ANC may elect at its own discretion. ACS-ANC will provide access to UNEs where technically feasible. Where facilities and equipment are not available or are not under the exclusive ownership and control of ACS-ANC, ACS-ANC shall not be required to provide UNEs. The initial set of Network Elements includes:

- a. Local Loop
- b. Local Switching
- c. Local Tandem Switching
- d. Interoffice Transport
- e. Signaling Networks and Call Related Databases
- f. Transmission Facilities
- g. Rights-of-Way, Ducts, Conduits, and Poles
- h. Collocation
- i. Operations Support Systems
- j. Signaling Systems and Call-Related Databases

**2.2 Network Elements Feature Functions**

- 2.2.1** KMC DATA may use one or more Network Elements to provide any feature, function, capability, or service option that such Network Element(s) is technically capable of providing, subject to the requirements of the Act and the Commission's rules.
- 2.2.2** KMC DATA's use of any ACS-ANC network element, or its own equipment of facilities in conjunction with any ACS-ANC network element, will not materially interfere with or materially impair service over any facilities of ACS-ANC, its affiliated companies or connecting carriers involved with ACS-ANC services, cause damage to ACS-ANC's plant, impair the privacy of a communications carried over ACS-ANC facilities or create hazards to employees or the public. Upon reasonable written notice and after reasonable opportunity to cure, ACS-ANC may discontinue or refuse service to KMC DATA for the element causing the violation.

**2.3 Relinquishment of control**

Where UNEs provided to KMC DATA are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to ACS-ANC for future provisioning needs, unless such UNE is disconnected in error. KMC DATA agrees to relinquish control of any such UNE concurrent with the disconnection of KMC DATA's End User's service.

**2.4 Standards for Network Elements**

Each Network Element provided by ACS-ANC to KMC DATA shall be at parity with the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that ACS-ANC provides, ACS-ANC's own subscribers, to a ACS-ANC Affiliate and/or its subscribers, or to any other entity.

**2.5 Combinations of Unbundled Network Elements**

- 2.5.1** ACS-ANC shall provide Unbundled Network Elements in a manner that allows KMC DATA to combine such network elements in order to provide a telecommunication service.
- 2.5.2** When KMC DATA orders Network Elements that are currently connected ACS-ANC shall ensure Network Elements remain connected and functional without any disconnection or disruption. This shall be known as the combination of Network Elements.

- 2.5.3 Combinations (including those that replicate ACS-ANC end-user services) shall be priced at a level no greater than the sum total of the individual unbundled network element prices, including nonrecurring charges.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### Section 3 *Local Loop and Sub-Loop Elements*

#### 3.1 Definitions

A "Loop" is a transmission path between the main distribution frame, or its equivalent, and the demarcation point at a customer's premises. This includes, but is not limited to, two-wire copper or carrier derived analog voice-grade loops, and two-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, xDSL, and DS-1.

#### 3.2 Unbundled Local Loop ("ULL") Types

Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in ACS-ANC's Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by ACS-ANC. The local loop network element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop network element includes, but is not limited to DS1, DS3, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in ACS-ANC wire centers. KMC DATA agrees to operate each loop within industry-accepted technical descriptions and parameters for the type of loop ordered.

*The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in Section C:*

#### 3.3 Two-Wire Analog Loop

A 2-Wire analog loop is a transmission facility that supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

#### 3.4 4-Wire Analog Loop

A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

MAR 24 2005

3.5 **2-Wire Digital Loop** State of Alaska  
Regulatory Commission of Alaska

A 2-Wire 144 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 144 Kbps supports usable bandwidth up to 144 Kbps.

3.6 **4-Wire Digital Loop**

A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps. At the time of ordering, KMC DATA will notify ACS-ANC as to the Power Spectral Density (PSD) mask of the technology KMC DATA will deploy.

3.7 **DS3 Digital Loop (fiber or wireless only)**

3.7.1 The DS3 loop provides a digital, 45 Mbps transmission facility from ACS-ANC's Central Office to the end user premises.

3.7.2 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order.

3.8 **xDSL Loops**

DSL-Capable Loops: For each of the loop types described below, KMC DATA will, at the time of ordering, notify ACS-ANC as to the Power Spectral Density (PSD) mask of the technology KMC DATA will deploy.

3.8.1 **2-Wire xDSL Loop**

A 2-wire xDSL loop for purposes of this section, is a copper loop over which KMC DATA may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at KMC DATA's request.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska**3.8.2 4-Wire xDSL Loop**

A 4-Wire xDSL loop for purposes of this section, is a copper loop over which KMC DATA may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at KMC DATA's request.

**3.9 Integrated Digital Loop Carrier (IDLC)**

- 3.9.1** Where ACS-ANC uses a GR-303 Digital Loop Carrier System (DLC) ACS-ANC will, where technically and economically feasible, allow KMC DATA to Multi-host off the GR-303 DLC System, or any future standard-based DLC System which offers multi-hosting (hereinafter, collectively "GR-303 DLC Systems"), that ACS-ANC deploys. ACS-ANC will be the primary host for all ACS-ANC-owned GR-303 DLC Systems.
- 3.9.2** KMC DATA will be notified of the deployment of GR-303 DLC Systems through the ACS-ANC website. Any future testing of the suitability for multi-hosting of GR-303 DLC Systems deployed by ACS-ANC, and requested by KMC DATA, will be paid for by KMC DATA including, but not limited to, costs for engineering time, hardware or software. KMC DATA has six (6) months from the date notice is posted on ACS-ANC' website to establish appropriate interconnection to the GR-303 DLC System deployed by ACS-ANC to maintain access to UNE loops served by the DLC System.
- 3.9.3** To request multi-hosting on a GR-303 DLC System deployed by ACS-ANC, KMC DATA will send an e-mail to ACS-ANC. Within five (5) days, a single-point of contact will be established to facilitate the placing of the orders for the T-1 interfaces to the GR-303 DLC System and any needed testing of equipment.
- 3.9.4** Upon request, KMC DATA will be provided detailed boundary maps for areas covered by GR-303 DLC Systems.
- 3.9.5** KMC DATA's access to GR-303 DLC Systems at the collocating wire centers will be through T-1 interfaces provided by KMC DATA. The amount of T-1 interfaces allowed to be connected to the GR-303 DLC System through the KMC DATA interface will be based on the number of KMC DATA end user lines provisioned on the GR-303 DLC System. Both parties agree to conduct quarterly traffic studies to assure appropriate CCS is being maintained.

MAR 24 2005

State of Alaska

Regulatory Commission of Alaska

- 3.9.6** Communication concerning the provisioning of a KMC DATA customer on a GR-303 DLC System will occur in one of two ways: (1) if the information is available at the time KMC DATA places an order, the ACS-ANC Resale Group will notify KMC DATA and provide the call reference value ("CRV") information; or (2) at the time the technician is completing an order in which a KMC DATA customer will be placed on a GR-303 DLC System, the technician will provide the CRV information to KMC DATA on the completion call or by fax.
- 3.9.7** If a KMC DATA customer is provisioned on a GR-303 DLC System deployed by ACS-ANC, ACS-ANC will provide all necessary provisioning and network management of the GR-303 DLC System.
- 3.9.8** On conversion orders in which an ACS-ANC customer on GR-303 DLC System switches to KMC DATA on a Multi-Hosted GR-303 DLC System, ACS-ANC-ANC will process the order so as to minimize any disruption in service. The ACS-ANC technician will first release the customer in the ACS-ANC GR-303 DLC System and then coordinate with KMC DATA via telephone to program the customer to KMC DATA.
- 3.9.9** Once an ACS-ANC/KMC DATA POTS customer is provisioned on a GR-303 DLC System, the customer will remain provisioned on a GR-303 DLC System so long as the GR-303 exists at that location until the customer moves or disconnects service from KMC DATA.
- 3.9.10** Line Testing - AFC UM-1000 Supports only 1 test head at a time. KMC DATA may install compatible line-test equipment (Harris Model 107 Test Head or equivalent), upon ACS-ANC's approval of such equipment. KMC DATA will be responsible for the cost of such line-test equipment.
- 3.9.11** When provisioned using a Nortel Access Node, no external test head can currently be installed. This type of GR-303 DLC System is tested through the ACS-ANC DMS-100 switch. If, in the future, one does become available, KMC DATA may, upon ACS-ANC' written approval, install compatible line-test equipment (Harris Model 107 Test Head or equivalent).
- 3.9.12** If the type of GR-303 DLC System deployed supports only one test head at a time, KMC DATA will not leave any test head in use without having a valid test in progress. ACS-ANC has the right to terminate any test head connection left in place without a valid test in progress. ACS-ANC will notify KMC DATA before terminating a test.
- 3.9.13** If no external test head can be installed on the GR-303 DLC System deployed by ACS-ANC, ACS-ANC will provide testing of a UNE loop provisioned on a GR-303 DLC System as requested by KMC DATA or other methods agreed to by the

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

parties. KMC DATA will pay ACS-ANC \$30.00 per discrete testing session (which may include multiple tests). If upon completion of a conversion or new install of a KMC DATA customer on a GR-303 DLC System KMC DATA reports a failed install (which notification must be within two business days from the date of the order's completion), ACS-ANC will not bill the \$30 line testing charge for testing of the loop, unless the test is "Found OK" or "Test OK," or the trouble is closed at KMC DATA's request. All of ACS-ANC-ANC's current repair charges and practices will still apply.

### **3.10 DSL – Qualified Loops**

#### **3.10.1 General**

**3.10.2** A DSL-qualified UNE Loop is any of the loop types as defined in the xDSL Loop category.

#### **3.10.3 Ordering and Provisioning**

**3.10.3.1** KMC DATA may order an Estimated Measured Loss (EML) transmission study to any service address to determine the feasibility of that address supporting DSL service. The transmission study will be performed by ACS-ANC from its outside plant records and will include the cable plant make-up of the loop to the specific service address summarizing such items as wire gauge and types by section and distance, the presence of bridge tap(s), their locations and lengths, and presence of load coils or any other transmission equipment that could affect the performance of DSL on the loop, and an Estimated Measured Loss (EML) analysis of the loop. KMC DATA shall supply a specific service address and end user customer contact for each DSL line ordered.

**3.10.3.2** If service to a specific address is not feasible due to the presence of load coils, KMC DATA may request an estimate from ACS-ANC for the cost of removal of the load coils and the timeframe in which load coils can be removed. The charge to prepare the estimate is shown in the Nonrecurring Cost portion of the pricing matrix in Part C, Attachment I.

**3.10.3.3** Based on the outcome of the EML analysis, KMC DATA may order one or more DSL-qualified UNE Loops to a specific service address. KMC DATA in its order will specify the type of DSL loop(s) needed. In its order to ACS-ANC, KMC DATA will also specify if it wishes ACS-ANC to perform line conditioning in the form of bridge tap and/or load coil removal. ACS-ANC will determine the availability of cable pairs to the service location and whether or not the location can be served with the requested DSL service/loop.

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

PART C- Attachment II  
Network Elements

- a. If cable pair(s) are available and the EML indicates the loop(s) will meet the specifications for the type of loop ordered without line conditioning, ACS-ANC will generally provide a firm order commitment (FOC) date within one business day.
- b. If the service address can not be served because of "no outside plant" conditions, ACS-ANC will notify KMC DATA of that information. ACS-ANC will, within 15 calendar days, provide KMC DATA with an estimated completion date for the outside plant work or, if no outside plant relief is contemplated for the area, offer to construct the necessary facilities on a time and materials basis. KMC DATA can either cancel its order at this time, or request that ACS-ANC leave the order in OSP held order status consistent with ACS-ANC held order policies.
- c. If cable pair(s) are available but there are spectrum management issues that do not allow the provision of the ordered DSL type, ACS-ANC will so inform KMC DATA and provide the cost to move disturbers, if practical to do so. At this time, KMC DATA can cancel its order or order ACS-ANC to move disturbers. Within 15 business days, ACS-ANC will provide KMC DATA with its FOC date for availability of the pair(s), if the order is not canceled.

**3.10.3.4** For all DSL-qualified loops ACS-ANC will, upon completion of KMC DATA's order, label the pair(s) at the NID at the service address. At KMC DATA's option, and agreement to pay for field testing, ACS-ANC will provide KMC DATA with line insulation test (LIT) and continuity test results. Line insulation tests check the loop for basic POTS (Analog 2W) service and include at minimum checks for the presence of foreign voltages, faults to ground, loop resistance, measured insertion loss at 1004 Hz, c-message weighted noise, and, when available, longitudinal balance. If KMC DATA determines that the loop does not meet its DSL requirements, KMC DATA will open a repair trouble ticket with ACS-ANC to get the loop repaired so that it meets the required limits. Unless the repair ticket ends up in a "No Trouble Found" condition, ACS-ANC will provide LIT test results at the completion of its repair of the pair(s) at no cost to KMC DATA. Billing to KMC DATA for the pair(s) will not start until KMC DATA accepts the loop test results unless KMC DATA fails to accept the loop or fails to open a repair trouble ticket within three business days of the Order Completion date.

**3.10.3.5** If KMC DATA measures the loop and the actual characteristic frequency loss is greater than expected based on the EML study, KMC DATA may open a trouble ticket with ACS-ANC to repair the loop so that it meets the expected limits. If ACS-ANC finds it must remove a bridge tap to effect repair to meet the loss predicted by the EML study or if KMC DATA has failed to order bridge tap removal and they should have for the particular DSL loop type

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

ordered, such bridge tap removal will be at KMC DATA's expense. If ACS-ANC determines that it must perform a new EML study to determine the location of a bridge tap not reflected in the current EML study, KMC DATA will incur the cost of such new EML study. Unless bridge tap removal is required, KMC DATA will also be given credit for the loop until such time as the EML meets the requirements.

**3.10.3.6** If ACS-ANC cannot provide the ordered pair(s) that meets the requirements of the ordered DSL type which necessitates that KMC DATA cancel its order, KMC DATA will incur no DSL loop provisioning cost (except those costs for the EML study and order cancellation fee).

**3.10.3.7** Charges for ordering, provisioning, testing and conditioning of DSL loops will be per the table in Part C attachment 1.. Field-testing and/or transmission studies of DSL loops will only be conducted at KMC DATA's request. DSL-qualified loops will be delivered to KMC DATA on a nondiscriminatory basis in the same fashion and equal to the same level of service that ACS-ANC provides to its own customers. ACS-ANC will not guarantee that any service can be delivered over the loops, but rather that they meet industry standard specifications for the type of loop ordered.

**3.10.3.8** KMC DATA may order a field test, hereinafter referred to as an AML (Actual Measured Loss), of a DSL loop. KMC DATA will pay the appropriate DSL test charge per the table in Part C Attachment 1.

**3.10.3.9** KMC DATA shall not order more than one (1) DSL order, five (5) DSL lines, and one (1) EML study per serving area per day. If line conditioning is ordered, ACS-ANC will remove bridge taps within two (2) weeks and load coils within 30 days. If KMC DATA orders cable rearrangements to clear disturbers, ACS-ANC will do so within two (2) weeks. If ACS-ANC must effect repair activity as a result of the above provisioning process, it will do so within two (2) business days.

### **3.10.4 Record Keeping and Disturber Management**

**3.10.4.1** The KMC DATA DSL-qualified cable pairs will be assigned and annotated in ACS-ANC' Facilities Database as "DSL-qualified Loops". These loops will not be subject to any kind of future modification that would cause them to fall out of compliance with specific DSL technical performance specifications.

**3.10.4.2** ACS-ANC will manage its outside plant with regards to spectrum compatibility of all services. KMC DATA DSL loops will not be subject to modifications that would cause them to fall out of compliance with the specific DSL technical performance specifications. If ACS-ANC needs to

rearrange its plant where the potential exists to cause a KMC DATA DSL loop to fall out of specifications, ACS-ANC will notify KMC DATA prior to doing such rearrangement. The parties agree to work cooperatively on these matters.

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**Section 4 Local Switching**

**4.1 Definition**

**4.1.1** Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying ACS-ANC switch providing such Local Switching function provides for ACS-ANC's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), pre-subscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software.

**4.2 Technical Requirements**

- 4.2.1** ACS-ANC shall provide its standard recorded announcements (as designated by KMC DATA) and call progress tones to alert callers of call progress and disposition. KMC DATA will use the Bona Fide Request process for unique announcements in accordance with Section 6 of Part A of this Agreement.
- 4.2.2** ACS-ANC shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or ACS-ANC.
- 4.2.3** ACS-ANC shall offer all Local Switching features that are resident in the switching system for a particular serving area whether those features are offered to its own customers or not. KMC DATA will pay any expense that ACS-ANC incurs to make these features available to KMC DATA, when such features are not provided to ACS-ANC customers. To the extent ACS-ANC does not offer certain features to its own customers, those features shall be provided to KMC DATA at parity with the way they are provided by ACS-ANC to itself or any other party.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- 4.2.4 ACS-ANC will make available a connection from the local switch to shared transport facilities.
- 4.2.5 When KMC DATA's orders specifies that a customer is to be switched from ACS-ANC local service to ACS-ANC service resold by KMC DATA, the customer will become a KMC DATA customer without the loss or change of feature functionality unless the changes are ordered by KMC DATA.

### 4.3 Interface Requirements

- 4.3.1 ACS-ANC shall provide the following interfaces to loops:

- 4.3.1.1 Standard Tip/Ring interface including loop start or ground start, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 4.3.1.2 Basic and Primary Rate Interface ISDN adhering to appropriate ANSI standards and;
- 4.3.1.3 Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
- 4.3.1.4 Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
- 4.3.1.5 Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems);
- 4.3.1.6 GR-303 interfaces to integrated digital loop carrier systems, when equipped.

- 4.4 ACS-ANC shall provide access to interfaces, including but not limited to:

- 4.4.1 SS7 trunking. SS7 signaling will be provided through the ACS-ANC Anchorage STPs at ACS-ANC tariff rates.
- 4.4.2 Interface to KMC DATA operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 4.4.3 Interface to KMC DATA directory assistance services through KMC DATA switched network or to Directory Services through the appropriate trunk interconnections for the system.
- 4.4.4 950 access or other KMC DATA required access to inter-exchange carriers as requested through appropriate trunk interfaces.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

## Section 5 *Local Tandem Switching*

### 5.1 Definition

A local tandem (or intermediate) switch is a switch that has direct trunks to two or more connecting switches. The connecting switches can be local end offices, mobile telephone switching offices (cellular or PCS), Interexchange Carriers, paging systems, 911 Public Service Answering Points ("PSAPs") or any other type of switch that can originate or terminate telephone traffic. Remote line modules and digital loop carrier systems are not connecting switches because they are connected to the host local switch with proprietary links, not trunks. A tandem switch can route traffic between any one connecting switch and any other connecting switch. The Local tandem switch can also serve as a local end-office.

### 5.2 Technical Requirements

- 5.2.1 The requirements for Local Tandem Switching include, but are not limited to, the following:
- 5.2.2 Where ACS-ANC employs a local tandem switch to route calls between local switches in the same rate area, ACS-ANC will provide KMC DATA interconnection to that local tandem switch for the routing of local voice and/or data traffic to and from all connecting ACS-ANC switches, and to and from the local tandem itself if the local tandem also serves as a local end office.
- 5.2.3 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 5.2.4 Tandem Switching shall control congestion by employing network management features such as Automatic Congestion Control and Overflow Routing. The method employed in KMC DATA traffic shall be at parity with controls being provided or imposed on ACS-ANC traffic (e.g. ACS-ANC shall not restrict or block KMC DATA traffic and leave ACS-ANC's traffic unaffected or less affected.)
- 5.2.5 To the extent technically feasible and ordered by KMC DATA, the local tandem switch shall record billable events. KMC DATA will reimburse ACS-ANC for any incremental costs associated with providing this capability. ACS-ANC shall send the billing information to the billing center designated by KMC DATA.

### 5.3 Interface Requirements

Tandem Switching shall employ all signaling necessary to process telephone traffic with no loss of feature functionality.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

## **Section 6      *Transport***

### **6.1      Shared Transport**

- 6.1.1** Definition: Shared Transport is transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC's network.
- 6.1.2** ACS-ANC shall offer Shared Transport at DS0, DS1, DS3, STS-1 or higher transmission bit rate circuits.
- 6.1.3** ACS-ANC shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

### **6.2      Dedicated Transport**

- 6.2.1** Definition: Dedicated Transport provides a local interoffice transmission path between ACS-ANC and/or KMC DATA central offices/service node. Dedicated transport is limited to the use of a single carrier and does not require switching at a Local Tandem.

### **6.3      Technical Requirements**

- 6.3.1** Where technologically feasible and available, ACS-ANC shall offer Dedicated Transport consistent with the underlying technology as follows:
- 6.3.2** When ACS-ANC provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to KMC DATA designated traffic.
- 6.3.3** Where ACS-ANC has technology available, ACS-ANC shall offer Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available technologies and transmission bit rates.

## **Section 7      *Transmission Facilities***

- 7.1** Description: A Transmission Facility is comprised of one or more of the following network elements: the transport between a customer's premise and the serving central office (wire center), multiplexing, or DACS-ANC service. The transport can be a T-1

MAR 24 2005

State of Alaska  
Regulatory Commission  
circuit or a T-3 circuit; Multiplexing can be DS-1 to DS-0 or DS-3 to DS-1. DACS-ANC service includes the port(s) and one or more digital cross-connects.

- 7.2 T-1 (DS-1) – North American standard for a digital transmission link with a total transmission rate of 1.544 Mb/s. The circuit may be ordered as AMI or B8ZS, D4 or ESF framing. Circuit may be delivered over repeated span lines, HDSL facilities, or optical carrier facilities. Demarcation is at the DS-1 level on a DSX-1 patch panel or appropriate FCC registered jack.
- 7.3 T-3 (DS-3) – North American standard for a digital transmission link with a total transmission rate of 44.736 Mb/s. Circuit will be delivered over optical carrier facilities. Demarcation is at the DS-3 level on a DSX-3 patch panel.
- 7.4 Multiplexing – The aggregation of two or more channels onto a single transmission facility. The combining of several lower fixed-bandwidth channels into a single channel with bandwidth equal to the sum of the individual channels plus any overhead. Multiplexing also includes de-multiplexing which is the process of breaking down a composite signal into its constituent parts. Multiplexing can be ordered as M1/0 or M3/1. For example, multiplexing can be the aggregation of multiple DS-1 signals into a DS-3. De-multiplexing is the reverse process.
- 7.5 M1/0 Multiplexing – The aggregation of multiple DS-0 channels into a single DS-1 service and vice-versa.
- 7.6 M3/1 Multiplexing – The aggregation of multiple DS-1 channels into a single DS-3 service and vice-versa.
- 7.7 DACS (Digital Access Cross-connect System) – An intelligent software-based network element used to administer the assignment of channel bandwidth on digital facilities. Essentially a “switch” for which electronic cross-connections are established via an administrative process, and appropriate for supporting semi-permanent connections. Interconnection to a DACS will be via DS-1 or DS-3 ports.

### ***Section 8 Right-of-Way, Conduits, and Pole Attachments***

To the extent ACS-ANC has exclusive control over Right-of-Way, Conduit, and Pole Attachments, ACS-ANC shall make Right-of-Way, Conduit, and Pole Attachments available to KMC DATA as set forth in Part C – Attachment VI.

### ***Section 9 Collocation***

ACS-ANC shall make Collocation available to KMC DATA as set forth in Part C – Attachment V.

RECEIVED

PART C- Attachment II  
Network Elements

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

***Section 10 Operations Support Systems***

ACS-ANC shall provide access to Operations Support Systems as set forth in Part C – Attachment IV.

***Section 11 Directory Assistance Service Routing***

ACS-ANC shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by KMC DATA subscribers directly to the DA service platform of KMC DATA's choice.

***Section 12 Operator Services Routing***

ACS-ANC shall provide for the routing of local Operator Services calls (including but not limited to 0+, 0-) dialed by KMC DATA subscribers directly to the KMC DATA operator service platform.

***Section 13 Signaling Systems and Call-Related Databases***

- 13.1 ACS-ANC shall provide, and shall not impair, KMC DATA non-discriminatory access to signaling links, Signal Transfer Points (STPs) and Signal Control Points (SCPs), if any, in conjunction with unbundled switching, and on a stand-alone basis. The SS7 network includes, but is not limited to, signaling links and STPs.
- 13.2 ACS-ANC shall provide, and shall not impair, KMC DATA non-discriminatory access to SCPs and call-related databases, if any, including, but not limited to, the Line Identification Database (LIDB), Number Portability database, Calling Name (CNAM) database, Toll Free number database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture. ACS-ANC is not required to unbundle access to certain AIN software that qualifies for proprietary treatment.
- 13.3 Nondiscriminatory access to ACS-ANC's SS7 network shall fully support the functions of all other network elements connected to the ACS-ANC SS7 network. These include local switching, local tandem switching and service control points.
- 13.4 Connection to ACS-ANC's SS7 network elements will be in accordance with industry standards using the appropriate link set types. KMC DATA may connect to any one or more of ACS-ANC's SS7 network elements.

## **PART C – ATTACHMENT III**

# **GENERAL INTERCONNECTION AND OPERATIONAL REQUIREMENTS**

RECEIVED  
MAR 24 2005  
State of Alaska  
Regulatory Commission of Alaska

## **INTERCONNECTION AND TRAFFIC EXCHANGE**

### ***Section 1 Interconnection Architecture***

#### **1.1 Interconnection Activation**

Subject to the terms and conditions of this Agreement, each Party shall exercise commercially reasonable efforts to enable KMC Data to provide fully operational service to its customers in accordance with KMC Data's intended implementation schedule in Alaska. To that end, the Parties will establish and perform to milestones such as Trunking arrangements for Traffic Exchange, timely submission and processing of Access Service Requests, and SS7 Certification.

#### **1.2 Trunk Types and Interconnection Points**

**1.2.1 Trunk Types.** Section 1 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following trunk groups:

**1.2.1.1 Traffic Exchange Trunks** for the transmission and routing of Local and ISP Traffic, i.e. traffic originated by a local exchange customer within the ACS local exchange service area and terminated at a local exchange customer within the ACS local exchange serving area, including Local Transit Traffic and ISP traffic; and

**1.2.1.2 Access Toll Connecting Trunks** for the transmission and routing of Exchange Access traffic, including translated Interstate toll free service access code (e.g., 800/888/877) traffic, translated LEC Intrastate toll free service access code (e.g. 800/888/877) traffic, between KMC Data Telephone Exchange Service customers and Interexchange Carriers.

**1.2.2 Other Trunks** as may be requested and agreed to by the Parties.

**1.2.3 Point of Interconnection.** The Parties shall interconnect at ACS's North, South, East, West, and Central wire centers. The Point of Interconnection ("POI") represents the financial and operational demarcation point for each Party's network, such that neither Party shall be financially or operationally responsible

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

for any trunks, facilities, or equipment on the other Party's side of the POI, except as may be required for reciprocal compensation, intercarrier compensation, or exchange access compensation purposes as such compensation mechanisms are applicable to the origination or termination of traffic. The Parties shall work cooperatively and in good faith to implement the POI as promptly as possible. The POI may be established by any technically feasible means, including but not limited to the following:

- a. a physical or virtual Collocation arrangement established by KMC Data; and/or
- b. a physical or virtual Collocation arrangement established by a third party with whom KMC Data has contracted for such purposes; and/or
- c. an Entrance Facility/unbundled dedicated transport leased from ACS.

1.2.4 KMC Data shall provide its own facilities or purchase necessary unbundled dedicated transport for the exchange of traffic through any Collocation arrangement.

1.2.5 KMC Data may order from ACS any of the Interconnection methods specified above in accordance with the rates, order intervals, and other terms and conditions in the Agreement. Under each of the options specified above, KMC Data shall interconnect with ACS at a DS1, DS3, or higher speeds as may be available.

1.2.6 ACS shall provide KMC Data with the reasonable ability to exchange originating traffic with other local carriers operating within the ACS local serving area and interconnected with ACS through a transit arrangement.

### 1.3 Interconnection Performance Management

1.3.1 KMC Data and ACS shall work cooperatively to install and maintain a reliable interconnection architecture. KMC Data and ACS shall exchange appropriate information (e.g., maintenance contact numbers, escalation contact information, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

1.3.2 KMC Data and ACS shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion. In this regard, the Parties agree that they will respond to one another's requests for trunk augmentation, interconnection establishment, and trunk blocking relief in no more time than they would in addressing internal

transport needs or the needs of affiliates or other carriers for interconnection trunking and transport.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**Section 2** *Transmission and Routing Over Traffic Exchange Trunks*

**2.1** **Scope of Traffic**

**2.1.1** Section 2 prescribes parameters for Traffic Exchange Trunks used for Interconnection. All traffic types listed in Section 1.2.1 of this Attachment under Traffic Exchange Trunks may be routed over such trunk groups.

**2.2** **Trunking Arrangements**

**2.2.1** Each Party will identify its Carrier Identification Code ("CIC"), a four-digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

**2.2.2** Unless otherwise agreed to by both Parties, each Party will send a Carrier Identification Code and outpulse ten (10) digits to the other Party.

**2.2.3** Each Party will use commercially reasonable efforts to monitor its trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques where practical.

**2.2.4** Each Party will maintain and provide the other Party signaling information necessary for the routing and delivery of traffic exchanged between them.

**Section 3** *Transmission and Routing over Access Toll Connecting Trunks*

**3.1** **Scope of Traffic**

Section 3 prescribes parameters for certain trunks for the transmission and routing of traffic between KMC Data customers and Interexchange Carriers over Access Toll Connecting Trunks.

**3.2** **Access Toll Connecting Trunk Group Architecture**

**3.2.1** KMC Data shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from KMC Data's Customers.

**3.2.2** Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access Traffic to allow KMC Data's Customers to connect

to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an ACS Switch.

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**Section 4 Measurement and Billing of Traffic**

- 4.1 To the extent technically feasible, the Parties shall employ Calling Party Number to determine the proper billing treatment of traffic; provided, however, that this Section shall be construed in accordance with this Agreement and applicable Federal and State decisions regarding the proper compensation of traffic exchanged.
- 4.2 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs.

**Section 5 Intercarrier Compensation**

**5.1 Intercarrier Compensation for Local Traffic**

Local Traffic shall be compensated based on bill and keep; Local Transit Traffic shall be compensated based on the prices established in this agreement.

**5.2 Intercarrier Compensation for Toll Traffic and Exchange Access Traffic**

All Exchange Access Traffic, Toll Traffic (Intrastate and Interstate) shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.

**5.3 Intercarrier Compensation for Internet Service Provider Traffic**

ISP Traffic exchanged between the Parties shall be compensated consistent with applicable, evolving, FCC orders, including, but not limited to, any legally applicable access charge tariffs, the Order on Remand released by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001, and any subsequent modifications thereto. Initially, the parties agree to exchange ISP traffic originating within the ACS-ANC local calling area based on bill and keep.

**Section 6 Number Resources**

- 6.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ, to request and be assigned, and to utilize by assignment to customers receiving local dial tone within the ACS local calling area, any Central Office Codes ("NXX") or telephone numbers assigned to the ACS local serving area pursuant to the Central Office Code Assignment Guidelines and applicable law.

- 6.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times.

## OPERATIONAL REQUIREMENTS AND PROCEDURES

### *Section 1 Procedures*

#### **1.1 Contact with Subscribers**

1.1.1 ACS-ANC and KMC DATA shall act as the single point of contact for their subscriber's service needs. Each shall make it clear to their subscribers that they are the service provider. ACS-ANC will explain to end-users that it is acting on KMC DATA's behalf when applicable. In those cases where KMC DATA or ACS-ANC has contact with subscribers of the other company incidental to performing services under this agreement, they shall not use the contact as an opportunity to

- (i) provide information about their own products or services or
- (ii) disparage or discriminate against the other carrier, its products, or services.

1.1.2 All subscriber inquiries solely regarding the other company's products or services will be referred to the other company. ACS-ANC and KMC DATA shall provide appropriate referrals to subscribers of the other carrier inquiring about services or products of the other carrier. Both companies shall instruct their personnel to not disparage the others products or services during such contacts.

1.1.3 Neither carrier shall use the other carrier's request for subscriber information, order submission, or any other aspect of processes or services provided under this agreement to aid in marketing or sales efforts.

#### **1.2 Expedite and Escalation Procedures**

1.2.1 The parties recognize that unforeseen or emergency circumstances may require expedited response times and/or escalation procedures. ACS-ANC and KMC DATA shall provide escalation and expedite methods and procedures, consistent with current practices, which may be invoked at any point in the Service Pre-Ordering, Ordering, Provisioning, Maintenance, Repair, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution for issues surrounding customer services, orders, or disputes. The methods and procedures shall provide non-discriminatory treatment. For example, where feasible,

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

Overtime technician call outs made to expedite orders will be processed anonymously, i.e., without reference to the carrier involved.

**1.2.2** Within thirty (30) days after RCA Approval of this Agreement, ACS-ANC and KMC DATA will provide to each other a contact list for handling subscriber and other matters requiring attention/resolution outside of normal business procedures. ACS-ANC and KMC DATA shall notify each other of any changes to its contact list at least one (1) week before such changes are effective.

**1.2.3** No later than thirty (30) days after RCA approval of this Agreement, ACS-ANC and KMC DATA shall provide each other with contingency plans for those cases in which normal processes, interfaces, or systems are inoperable. ACS-ANC will also provide contingency plans for those cases in which ACS-ANC's unbundled Network Elements, features, functions, and resale services purchased by KMC DATA are inoperable.

### **1.3 Subscriber of Record**

ACS-ANC shall recognize KMC DATA as the billing Subscriber of Record for all Network Elements or services for resale ordered by KMC DATA and shall send all notices, invoices, and information which pertains to such ordered services directly to KMC DATA. KMC DATA will provide ACS-ANC with addresses to which ACS-ANC shall send all such notices, invoices, and information.

### **1.4 Service Offerings**

In response to a Network Bona Fide Request, following any public notice required by law of changes to ACS-ANC's network, or upon KMC DATA's request, ACS-ANC shall provide KMC DATA with access to any new service, feature and function as soon as it is installed, tested, priced and available in the network.

### **1.5 Blocking Services Offered**

ACS-ANC will make available to KMC DATA any and all blocking features and functions ACS-ANC's switch is capable of providing.

### **1.6 Essential Services**

ACS-ANC shall provide priority emergency restoral for KMC DATA essential service lines in a nondiscriminatory manner relative to ACS-ANC essential service lines. Within 90 days of RCA approval of this agreement, ACS-ANC and KMC DATA shall agree on a common definition of essential service lines. Service restoral will be consistent with applicable state or federal law and regulations.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**Section 2 Basic 911 and E 911 Emergency Service**

**2.1 Description**

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

**2.2 General Requirements**

- 2.2.1** Where ACS-ANC is the primary service provider or contractor responsible for maintaining all or part of the Basic 911 or E911 system in any service area covered under this Agreement, ACS-ANC and KMC DATA shall work cooperatively to ensure the proper interface with KMC DATA's Basic 911 or Enhanced 911 service and facilities. ACS-ANC and KMC DATA 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.
- 2.2.2** As required, ACS-ANC shall interconnect trunks from KMC DATA's network to the appropriate switch, E911 system, E911 PSAP, or E911 Tandem. KMC DATA and ACS-ANC recognize that there may be hardware restrictions, such as availability of DS-1 ports, that may require sharing of facilities. Where selective routing is employed, ACS-ANC will ensure the proper routing of 911/E911 traffic based on data received from KMC DATA's network. KMC DATA shall ensure that its network provides the ANI and signaling information required by the appropriate switch, E911 tandem, E911 system, or E911 PSAP.
- 2.2.3** Trunking shall be arranged to minimize the likelihood of central office isolation where facilities and equipment are available, due to cable cuts or other equipment failures. Any KMC DATA 911/E911 circuits or facilities provided by ACS-ANC shall have physical and electrical diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available KMC DATA systems. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures if provided by the PSAP.
- 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).
- 2.2.5** Where KMC DATA or ACS-ANC utilize any circuit or facility from the other to access the PSAP, circuit layout records and physical routing of such facilities will be provided so that each entity can appropriately design and provision a diverse PSAP access network.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**2.2.6** Where KMC DATA provides local service by purchasing ACS-ANC's services at wholesale rates and reselling it, ACS-ANC will ensure that 911/E911 service is available to the same extent it is for ACS-ANC's customers.

**2.2.7** Any Basic 911 or E911 services, support, or facilities provided by ACS-ANC or KMC DATA shall be at parity with the services, support and facilities that ACS-ANC or KMC DATA provides to itself and its subscribers. In providing Basic 911 or E911 services, ACS-ANC and KMC DATA shall conform to all state regulations concerning emergency services.

### **2.3 Basic 911 and E911 Database Requirements**

**2.3.1** Where ACS-ANC is the primary 911-service provider or is otherwise responsible for maintaining the E911 database for any service area covered under this agreement, ACS-ANC will be responsible for maintaining the E911 database(s) for KMC DATA. KMC DATA shall be solely responsible for providing KMC DATA database records to ACS-ANC for inclusion in the E911 database. KMC DATA shall provide database records according to a format provided by ACS-ANC. ACS-ANC shall accept electronic updates from KMC DATA no less frequently than daily. The National Emergency Number Association ("NENA") code for KMC DATA is "KMC DATA" (KMC DATA followed by two (2) spaces). ACS-ANC shall work cooperatively with KMC DATA to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). If ACS-ANC detects an error in KMC DATA provided data, the data shall be returned to KMC DATA within one (1) business day of the time the error was detected. KMC DATA shall respond to requests from ACS-ANC to make corrections to errors by providing corrected records within two (2) business days. ACS-ANC shall update the database with KMC DATA records within one (1) business day or with the same frequency that ACS-ANC updates the database with its own records, whichever is less. These time frames are guidelines and are established in the interest of public safety. ACS-ANC will make every effort to meet these response times; however, KMC DATA recognizes that seasonal impacts or other extraordinary circumstances may impact ACS-ANC's ability to meet these requirements. Where ACS-ANC is responsible for maintaining the E911 routing database for any service area covered under this agreement, ACS-ANC will be responsible for maintaining the E911 routing database for KMC DATA.

**2.3.2** KMC DATA shall assign an E911 database coordinator charged with the responsibility of forwarding KMC DATA end user ANI/ALI record information to ACS-ANC or via a third-party entity, charged with the responsibility of ANI/ALI record transfer. KMC DATA assumes all responsibility for the accuracy of the data that KMC DATA provides to ACS-ANC. ACS-ANC and KMC

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

DATA shall jointly research each ANI/ALI discrepancy report. Corrective action shall be taken immediately by the responsible party.

- 2.3.3 KMC DATA will provide the Emergency Service Bureaus with a single point of contact for inquiries about KMC DATA's customers.
- 2.3.4 Where there are multiple ANI/ALI databases involved, ACS-ANC will provide a single point of contact for ANI/ALI database issues.
- 2.3.5 ACS-ANC agrees to treat all data on KMC DATA subscribers provided under this Agreement as strictly confidential and to use data on KMC DATA subscribers only for the purpose of providing E911 services.

#### 2.4 Basic 911 and E911 Maintenance

- 2.4.1 Each party shall be responsible for those portions of the 911 system for which it has control, including any necessary maintenance to each party's portion of the 911 System.
- 2.4.2 ACS-ANC will provide the Emergency Service Bureaus with a single point of contact for trouble reporting. ACS-ANC will investigate trouble reports and notify KMC DATA's Network Operations Control Center if ACS-ANC determines the problem to be in KMC DATA's network or facilities.
- 2.4.3 ACS-ANC shall begin restoration of any Basic 911 and/or E911 facilities for which ACS-ANC is responsible immediately upon notification or observation of failure or outage. ACS-ANC will provide priority restoration of KMC DATA trunks or network outages on the same terms and conditions it provides itself without imposition of Telecommunications Service Priority (TSP).
- 2.4.4 ACS-ANC shall notify KMC DATA's Network Operation Control Center 48 hours in advance of any scheduled testing or maintenance affecting KMC DATA 911 service, and provide notification as soon as possible of any unscheduled outage affecting KMC DATA 911 service.
- 2.4.5 ACS-ANC shall notify KMC DATA's Engineering Department in advance of any planned or anticipated changes to the E911 system, facilities, routing, or databases that could adversely affect KMC DATA's 911/E911 service or require KMC DATA to modify its 911/E911 network. Notification of changes that require modifications to KMC DATA's network shall be given sufficiently in advance to allow KMC DATA a reasonable amount of time to effect the modifications.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

## 2.5 Master Street Address Guide (MSAG)

ACS-ANC will provide to KMC DATA, within 60 days of RCA approval of this agreement, and on an as-requested basis thereafter, the Master Street Address Guide or equivalent data file that is used to validate addresses where 911 services are offered in the geographic areas covered under this agreement. This information will be provided in electronic industry-standard format.

## 2.6 Miscellaneous Provisions

- 2.6.1 If a third party is the primary 911/E911-service provider to a government agency, or if a third party ever becomes the primary 911/E911-service provider to a government agency, KMC DATA shall negotiate separately with such third party with regard to the provision of 911/E911 service to the agency. All relations between such third party and KMC DATA are totally separate from this Agreement and ACS-ANC makes no representations on behalf of the third party.
- 2.6.2 If KMC DATA or its Affiliate ever becomes the primary 911/E911 service provider to a government agency, KMC DATA and ACS-ANC shall negotiate the specific provisions necessary for providing 911/E911 service to the agency and shall include such provisions in an amendment to this Agreement.

## Section 3 *Pre-Ordering, Ordering, and Provisioning*

### 3.1 General Requirements

#### 3.1.1 Methods

ACS-ANC shall provide KMC DATA with methods to request and receive pre-order information and place service orders for the telecommunications services described in this Agreement. These methods shall allow KMC DATA to request and receive pre-ordering information in the same time frames as ACS-ANC personnel do, place service orders and receive due dates in the same time frames as ACS-ANC personnel do, and activate services in the same frames as ACS-ANC personnel do.

#### 3.1.2 Electronic Interfaces

ACS-ANC shall provide KMC DATA with electronic interfaces to receive pre-order information. While not currently available, electronic ordering interfaces can be made available to an interconnecting carrier or carriers willing to fund development. In the meantime, a manual process is used to submit and process service orders and inquiries.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### 3.1.3 Non-Electronic Process

Where methods are non-electronic or electronic interfaces are temporarily unavailable, submission of data will be made in a standard format provided by ACS-ANC. ACS-ANC will accept requests for preorder information via email.

3.1.4 ACS-ANC shall provide detailed specifications for such methods, electronic or non-electronic, to KMC DATA within 30 days of RCA approval of this contract.

3.1.5 ACS-ANC and KMC DATA will process all pre-order and order requests in a nondiscriminatory manner. Each company will process such requests in timeframes consistent with those that exist in providing service to its own retail and other LEC customers.

### 3.2 Offer Codes

For each switch within the area covered by this agreement, ACS-ANC will provide active switch offer codes to KMC DATA upon request.

### 3.3 Field Work

KMC DATA will be allowed to request the scheduling of field work during any 4 hour A.M. or P.M. period of the business day. To the extent these requests can be met, based upon workload and manpower, KMC DATA will be provided the requested scheduled time period. If a requested time period cannot be met, ACS-ANC will notify KMC DATA as soon as ACS-ANC is aware the requested time period cannot be accommodated.

### 3.4 Tagged Terminations

3.4.1 ACS-ANC will assure that all fieldwork required by ACS-ANC to complete a KMC DATA order will result in appropriately tagged termination information at the NID.

3.4.2 ACS-ANC shall cancel all associated telephone-based calling cards upon migration of an end-user to KMC DATA.

### 3.5 Evening Conversions

ACS-ANC and KMC DATA will allow for conversions of customers after 5 P.M. when required. For these subscriber conversions ACS-ANC and KMC DATA will agree on a scheduled conversion time within a thirty-minute window, on a designated date. Generally these conversions will be isolated to business accounts. End user

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

service interruptions shall be held to a minimum; typically, these conversions will not result in customers losing dial tone or having a reduced level of service for an extended period of time. The technician will contact KMC DATA immediately upon completion of each customer conversion.

### **3.6 Coordinated Conversions Same as Evening conversions**

For subscriber conversions requiring coordinated cut-over activities, ACS-ANC and KMC DATA will agree on a scheduled conversion time 14 days prior to the cut. End user service interruptions shall be held to a minimum; typically, these conversions will not result in a customer line losing dial tone for more than 5 minutes.

### **3.7 Cancel and Rescheduling of Conversions**

**3.7.1** If KMC DATA cancels or reschedules a POTS conversion order after noon on the last business day preceding the due date for the conversion order, KMC DATA shall have the option of allowing the service to be disconnected or to place an order for service and pay 100% of the retail nonrecurring charges to re-establish ACS-ANC service. In either case, KMC DATA will pay the cancellation or rescheduling service order charge contained in this agreement.

**3.7.2** If KMC DATA cancels or reschedules a Complex Business conversion order after noon on the last business day preceding the due date for the conversion order, KMC DATA shall have the option of allowing the service to be disconnected or to place an order for service and pay 100% of the retail nonrecurring charges to re-establish ACS-ANC service. In either case, KMC DATA will pay the cancellation or rescheduling service order charge contained in this agreement.

### **3.8 Service Suspensions/Restorations**

Upon KMC DATA's request through Suspend/Restore Order, or mutually agreed upon procedure, ACS-ANC shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. ACS-ANC shall provide restoration priority on a per network element basis in a manner that conforms to any applicable regulatory rules, regulations, or government requirements. KMC DATA will submit restore orders the same day that the customer's account is brought into compliance with KMC DATA Dial Tone requirements. KMC DATA will submit Suspend Orders at least two (2) business days prior to the effective date of temporary disconnect.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### 3.9 Provisioning Service

- 3.9.1 Provisioning service is the process whereby the customer receives the services requested in the service order. ACS-ANC shall perform all provisioning for KMC DATA customers in ACS-ANC systems.
- 3.9.2 The provisioning will be done via automated flow through provisioning from KMC DATA's LSR, without human interaction, whenever feasible and in the same manner ACS-ANC provides for its own use.
- 3.9.3 It is agreed between KMC DATA and ACS-ANC that the provisioning of services via LSRs will be accomplished in the most expeditious manner available with the minimum amount of disruption to the customer's service.
- 3.9.4 Once ACS-ANC has completed conversion service order processing in its systems, KMC DATA will report all troubles through the electronic trouble reporting system. Troubles reported within five (5) calendar days of the ACS-ANC-supplied due date will be responded to by ACS-ANC within four (4) business hours of receipt. Inside plant problems can generally be resolved immediately; outside plant problems will be processed first-in first-out based on service priority.
- 3.9.5 If KMC DATA requests ACS-ANC to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, KMC DATA will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours or information research.

### Section 4 *Exchange of Information*

A single point of contact for technical issues relating to Electronic Interfaces will be designated by ACS-ANC and by KMC DATA within 30 days of RCA approval of this agreement. In the event of technical problems with the transmission of data or operation of electronic interfaces, ACS-ANC and KMC DATA agree to take reasonable measures to restore normal operations in the shortest possible time frame. All electronic exchange of data will use a secure transmission method and format provided by ACS-ANC. ACS-ANC and KMC DATA agree to use the available electronic interfaces for the exchange of data whenever available.

### Section 5 *System Availability*

ACS-ANC will provide KMC DATA with the schedule of standard operating hours for each electronic interface. KMC DATA will be notified 10 business days in advance of

any planned outages or changes to standard operating hours that will impact electronic interface availability. ACS-ANC will notify KMC DATA of any OSS or OSS related outage (during the standard operating hours of OSS) within 15 minutes of outage occurrence.

In the event of an extended outage, ACS-ANC agrees that the Minimum Performance Section in this agreement for pre-ordering, ordering, and provisioning customer service is the required response during the outage period.

**Section 6      *Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC)***

ACS-ANC and KMC DATA shall provide Single Points of Contact (SPOC) for procedures concerning all activities involved in the ordering, provisioning, and maintenance of ACS-ANC unbundled Network Elements, features, functions, and resale services. ACS-ANC will provide a method to coordinate scheduling, status, and dispatch capabilities during normal business hours.

**Section 7      *Modification, Enhancement or Development of New Methods, Manual or Electronic***

The parties recognize that changes to methods, processes, and procedures will occur as improvements to systems become available. Whenever ACS-ANC determines that the methods described herein need to be upgraded, it will provide KMC DATA notice sufficient for KMC DATA to make necessary changes to take advantage of any improvements. ACS-ANC will also discuss with KMC DATA implementation timeframes and accommodate KMC DATA's reasonable needs consistent with ACS-ANC's obligations to other customers. If KMC DATA believes that a particular change will have a material and adverse impact on its ability to exercise its rights under this agreement, KMC DATA may invoke the Dispute Resolution process described in Section 22 of Part A of this agreement. ACS-ANC will not proceed with the change until the ADR is complete.

**Section 8      *Telephone Number Management/Reservations***

8.1 ACS-ANC will provide a real time electronic interface as defined in Appendix A (Available Interfaces) for KMC DATA to view available telephone numbers and to perform simple reservation requests within ACS-ANC's number management system. If ACS-ANC does not receive a valid order for service within 30 calendar days from KMC DATA following the reservation of a phone number via the electronic interface, the reservation will be automatically released. For complex requests or in the event the electronic interface is not operational due an extended outage, ACS-ANC will provide KMC DATA with inventories of phone numbers in each number management area covered by this agreement. The phone numbers on the inventory will be reserved exclusively for KMC DATA and will not be available for assignment by ACS-ANC or

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

any other company other than KMC DATA. In any event KMC DATA's access to telephone numbers shall be on an equal basis to that which ACS-ANC provides itself.

- 8.2** During the time that a phone number is secured with a reservation by KMC DATA, ACS-ANC shall not assign that number to any of ACS-ANC's customers or allow the number to be assigned to a customer of any company other than KMC DATA.
- 8.3** ACS-ANC and KMC DATA agree that number reservation will only be utilized for the purpose of a valid service order. At no time will either company utilize the number reservation interface for the purpose of hoarding numbers.

***Section 9 Intercept Treatment and Transfer Service Announcements***

ACS-ANC shall provide unbranded intercept treatment and transfer of service announcements to KMC DATA's wholesale subscribers. ACS-ANC shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated ACS-ANC subscribers for all service disconnects, suspensions, or transfers.

***Section 10 Changes in services***

ACS-ANC will provide a at least 60 days notice for changes/discontinuation of services so that KMC DATA has an opportunity to make the necessary modifications to its ordering, billing, and customer service systems, and so that it can provide sufficient customer notification regarding any changes. If available, ACS-ANC will provide substitute services and/or elements.

***Section 11 Access to customer data***

- 11.1** Access shall be provided to the customer data for any KMC DATA or ACS-ANC subscriber without requiring production of a signed Letter of Agency (LOA), based the blanket representation that the subscriber has authorized the requesting party to obtain such data. ACS-ANC and KMC DATA have the right, at any time, to audit a claim that a valid LOA exists. Upon 5 business days' notice, ACS-ANC or KMC DATA shall produce, either in person or electronically, a copy of the valid LOA. If a dispute arises, and the dispute resolution process described in Section 22 of Part A is invoked, neither KMC DATA nor ACS-ANC will block, disconnect or deny access to customer data, electronic order processing, provisioning of services or any other processes or procedures defined in this agreement during the Dispute Resolution process.

**11.2 View Customer Record**

ACS-ANC will provide an electronic interface for KMC DATA to obtain customer data. For information requests that cannot be provided through the electronic interface,

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

ACS-ANC agrees to provide the data within one (1) business day using an alternate data gathering process. ACS-ANC will provide data via the alternate process for a maximum of five (5) accounts or 50 lines per day. If requests requiring alternate processes exceed five (5) accounts or 50 lines per day ACS-ANC and KMC DATA shall negotiate the return dates.

### 11.3 Service Address Validation and Facilities Availability

ACS-ANC will provide a real-time electronic interface for validating service addresses and providing information about available facilities. Where the service address is determined to be invalid, ACS-ANC will provide KMC DATA with existing alternatives for the address sent to ACS-ANC. Where KMC DATA is unable to validate an address it believes to be correct, ACS-ANC agrees to work with KMC DATA to resolve any respective systems discrepancies and determine the correct address.

### 11.4 Service Address Guide (SAG) Extract

ACS-ANC will provide to KMC DATA an extract of valid service addresses within the geographic area covered under this agreement within 90 days of KMC DATA's request, but not more often than quarterly. The extract will be provided electronically in a mutually agreed upon format, and will include the serving wire center (and if applicable, zones within wire centers) for each address and an indicator as to whether the address can be provisioned using unbundled facilities or wholesale. KMC DATA agrees that this information will be used solely for the accurate provisioning of service orders and will not include customer proprietary information such as customer name or telephone numbers.

## Section 12 Ordering

### 12.1 Order Entry

12.1.1 ACS-ANC will provide KMC DATA with the capability to submit orders for all order types supported by industry standards, but at a minimum, for both loop and resale activities:

- New Installations for existing subscribers
- New installations for new subscribers
- Changes to existing services
- Additions to existing services or service addresses
- Feature adds, changes, or deletes
- PIC Changes

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- Partial disconnects
- Disconnects
- Moves (F&T)
- Record changes
- Conversion orders as is, with changes or Port only
- Suspend and restoral of service
- Rearrangements of existing accounts
- Inside moves of physical termination within a building

## 12.2 Firm Order Confirmation (FOC)

ACS-ANC will provide a FOC notification to KMC DATA once the order has been entered into ACS-ANC systems.

## 12.3 Order Rejections

12.3.1.1 When an order is rejected ACS-ANC shall return the rejected LSR to KMC DATA, including with the return one or more reject reasons within one hour or less of an electronic order submittal.

12.3.1.2 KMC DATA shall review and either correct and resubmit, or contact ACS-ANC for assistance to resolve.

## 12.4 Order completion

ACS-ANC will provide an Order Completion date to KMC DATA within one hour or less of order close data entry into the system by ACS-ANC

## *Section 13 Service and Reporting Standards*

ACS-ANC shall provide nondiscriminatory, non-preferential services to KMC DATA that have substantially the same characteristics of timeliness and performance as ACS-ANC provides to itself or its affiliates (hereinafter referred to as "ACS-ANC's actual performance"). ACS-ANC's service performance shall be no worse than the specific performance threshold of ACS-ANC's actual performance for the equivalent service, and services will meet the same technical criteria ACS-ANC uses in its own network. Services will be provisioned, tested, repaired, and maintained at and to the same or like standards and intervals that ACS-ANC uses within its own network and for its own end user customers in like circumstances.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

#### **Section 14 Reports**

ACS-ANC will provide reports that detail factors necessary for KMC DATA to determine the level of service ACS-ANC provides to all of its customers, including KMC DATA. If, after comparing this data to its own record of services provided to KMC DATA, KMC DATA determines that it is materially disadvantaged due to materially degraded service quality, KMC DATA shall notify ACS-ANC of this discrepancy. If the parties are unable to resolve the apparent conflict within thirty (30) days, the Parties shall engage in the Dispute Resolution process set forth in Section 22 of Part A, and within that process, KMC DATA may request an Audit or Examination of ACS-ANC's operations.

#### **Section 15 Format**

**15.1** Sections below include the information to be provided by electronic interfaces and (where applicable) additional data to be provided that is not included in the electronic format. It is noted that these may need to be modified over time to accommodate alterations to software or business practices. When such alterations are required, ACS-ANC and KMC DATA agree to use the process outlined in the *Modification, Enhancement or Development of New Methods, Manual or Electronic* section in this Agreement.

**15.2** The following Electronic Interfaces are immediately available to KMC DATA:

**15.2.1** Reserve Telephone Number

**15.2.2** View Customer Record (some manual data gathering still required)

**15.2.3** Service Address Validation and View Available Facilities

**15.2.4** Firm Order Confirmation

**15.2.5** Order Completion

**15.2.6** Trouble Ticket Submission/Modification

**15.3** Facilities Reservations is a potential future Interface without a defined date

**15.4** Work force management is a potential future Interface without a defined date

**15.5** Telephone Number Management/Reservations – Following is the information to be provided for electronic Telephone Number Management/Reservation:

- Company Code
- Completion Code

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- Customer Carrier Name Abbreviation
- Date And Time Sent
- Error Description
- Inquiry Activity
- Inquiry Number
- Inquiry Response Number
- Inquiry Type \*\*\* - deleted
- PIC List (CICs)
- Quantity of Numbers Requested
- Requested (Telephone) Number
- Service Address Building ID
- Service Address Descriptive Location
- Service Address Floor Identifier
- Service Address House Number
- Service Address House Number Suffix
- Service Address House Prefix
- Service Address Locality
- Service Address Room ID
- Service Address Street Directional
- Service Address Street Name
- Service Address Street Suffix
- Service Address State/Province
- Service Address Thoroughfare
- Service Address Zip Code
- Telephone Number Response
- Type of Service

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission

### 15.6 View Customer Record

A valid request from KMC DATA will consist of a customer account number, working telephone number or circuit ID, along with an indicator that KMC DATA has met the requirements outlined in the previous section for the release of customer data. ACS-ANC will return, at a minimum, the following information to the extent it is available in any systems at ACS-ANC:

- a. Customer Billing Information (names and addresses, customer type, service class)
- b. Working telephone numbers and service names/addresses
- c. Serving Office and Wire Center
- d. Directory and 411 listing information, including current yellow page classification headings on record.
- e. LIDB information
- f. Services and Features provisioned
- g. Current LD PIC information
- h. All configurations in place for LOD (Line Overflow to Directory Number), CFW (Call Forward), and RCF (Remote Call Forward)
- i. All Directory Number Hunt information, including assigned numbers and the sequence in the hunt string
- j. Indicate whether the telephone number or circuits listed have a Pending Order against them
- k. Following is the information to be provided for electronic customer records.

- |   |   |
|---|---|
| • Account Number                        | • Business/Residence Placement                        |
| • Account Telephone Number              | • Override  |
| • Address Indicator                     | • Channel Code- ACS-ANC cannot provide electronically |
| • Agency Authorization Status           | • City  |
| • Alpha/Numeric Listing Identifier Code | • Class of Service                                    |
| • Authorization Name                    | • Company Code  |
| • Blocking Exceptions                   | • Completion Code                                     |
| • Building                              | • Concatenated Address Information                    |

**RECEIVED**  
MAR 24 2005  
State of Alaska  
Regulatory Commission of Alaska

- Customer Carrier Name
- Abbreviation
- Date And Time Sent
- Date Of Agency Authorization
- Delivery Address
- Delivery Address Descriptive Location
- Delivery Address House Number
- Delivery Address House Number Suffix
- Delivery Address House Prefix
- Delivery Address Locality
- Delivery Address Location
- Delivery Address State/Province
- Delivery Address Street Directional
- Delivery Address Street Name
- Delivery Address Street Suffix
- Delivery Address Thoroughfare
- Delivery Address Type
- Delivery Address Zip Code
- Designation
- DID Digits Out- ACS-ANC cannot provide electronically
- DID Route Index Number- ACS-ANC cannot provide electronically
  - DID Telephone Line Identifier- ACS-ANC cannot provide electronically
- DID Trunk Group Number- ACS-ANC cannot provide electronically
- DID Trunk Identifier- ACS-ANC cannot provide electronically
- DID Trunk Quantity- ACS-ANC cannot provide electronically
- Direct Mail List
- Directory ID for Directory Delivery
- Directory ID Type
- Directory Identifier
- Directory Name
- Directory Subsection
- Do not Abbreviated Listed object
- Dual Name Listing
- End User Name
- End User Name
- Error Code
- Error Description
- Exchange Company Circuit ID
- Feature Codes
- Feature Detail
- Floor
- Freeze PIC Indicator
- Hunt Group Identification- ACS-ANC cannot provide electronically
- Hunting Sequence- ACS-ANC cannot provide electronically
- Hunting Type Code
- Indent Text
- Inquiry Number
- InterLATA Presubscription Indicator Code
- International Presubscription Indicator Code
- IntraLATA Presubscription Indicator Code
- Line of Text Reference Number
- Listed Address
- Listed Address House Number
- Listed Address House Number Suffix
- Listed Address House Prefix
- Listed Address Locality
- Listed Address Location
- Listed Address State/Province
- Listed Address Street Directional
- Listed Address Street Name
- Listed Address Street Suffix
- Listed Address Thoroughfare
- Listed Address Zip Code
- Listed Name
- Listed Name First
- Listed Name Last
- Listed Telephone Number
- Listed Text Type
- Listing Name Placement
- Listing Nickname
- Listing Text
- Listing Type
- Local Service Termination

**RECEIVED**

MAR 24 2005

State of Alaska  
 Regulatory Commission of Alaska

- House Number Network Channel Code- ACS-ANC cannot provide electronically
- Network Channel Interface Code
- No Solicitation Indicator
- Non Standard Telephone Number
- Number of Delivery Segments
- Number of Directories for Annual Delivery
- Omit From Secondary Directory
- Omit Telephone Number (TN)
- Place Listing As
- Professional Identifier
- Pulsing Type
- Record Type
- Room
- Secondary Network Channel Interface Code
- Service Address
- Service Address Descriptive Location
- Service Address House Number
- Service Address Suffix
- Service Address House Prefix
- Service Address Locality
- Service Address Location
- Service Address State/Province
- Service Address Street Directional
- Service Address Street Name
- Service Address Street Suffix
- Service Address Thoroughfare
- Service Address Zip Code
- Service Center 1
- Service Center 2
- Signaling – ACS-ANC cannot provide electronically
- Special Exemptions
- Standard Industrial Classification
- Start Signaling
- State/Province
- Street Address Directory
- Style Code
- Telemarketing
- Terminal Numbers
- Title of Address 1
- Title of Address 2
- Title of Lineage
- Transaction Type
- TTY or TDD Indicator
- TTY or TDD Indicator
- Type of Account
- Type of Service
- White Page Products
- Working Telephone Number
- Yellow Page Heading Code
- Yellow Page Heading Verbiage
- Zip Code

15.7 In addition to the information indicated above, ACS-ANC shall make the following information available to KMC DATA either electronically or through a manual method:

15.7.1 All configuration information or engineering data required to accurately provision the line, such as:

- a. Channel Code, Network Channel Code, and Signaling as defined in the OBF standard ATIS/OBF-LSR-122.
- b. Hotel/Motel Class Mark feature information.
- c. Whether there are currently open trouble tickets for each service.

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

PART C- Attachment III  
General Interconnection and Operational Requirements

- d. Whether a line or circuit is designated for Priority restoration in an emergency.
- e. Details on Off Premise Extensions (OPX), including provisioning (2-wire, 4-wire, etc.) and service locations.
- f. The Circuit Layout Record for circuits.
- g. PVL details such as signaling issues (ground or loop, 2/4 wire, etc.).
- h. All translations such as pointing, routing, channelization, or non channelization and conditioning on the lines, including signaling types such as B8ZS.
- i. All POTS and DID Guiding Point numbers, with indications as to their relationships to DSS and PRI Service.
- j. On Multi-Drop Private Line service include all legs of that circuit, addresses for each leg, and the associated USOC codes and quantities specified.
- k. On DSS and PRI service the line code and framing information, as well as the following information defined in the OBF standard ATIS/OBF-LSR-122.
  - 1) DID Digits Out
  - 2) DID Route Index Number
  - 3) DID Trunk Group Number
  - 4) DID Trunk Quantity
  - 5) DID Trunk Identifier
  - 6) DID Telephone Line Identifier
- l. Hunt Group Identification and Sequence, as defined in the OBF standard ATIS/OBF-LSR-122.
- m. Trunk signaling and digits for Analog DID trunks and signaling and digits for DID provisioned over DSS and PRI.

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- n. Comments associated with the lines and circuits where such remarks include necessary information for provisioning the line.
- o. All Directory Number Hunt information, including circuit numbers and the sequence in the hunt string.
- p. All configurations in place for LOD (Line Overflow to Directory Number), CFW (Call Forward), and RCF (Remote Call Forward), here such data is not available through the electronic interface.
- q. Customer credit history, including late payment detail and interruptions of service for non-payment.
- r. The name of the interconnection company of record.

### 15.8 Service Address Validation and View Available Facilities

The following information shall be included when service address validation and facilities availability are to be provided electronically.

- Additional Lines at address
- Address Response
- Alternate Addresses Number
- Cable pair availability
- Company Code
- Completion Code
- Current service type at this address
- Customer Carrier Name  
Abbreviation
- DAML currently in
- Date And Time Sent
- Error Description
- Inquiry Activity
- Inquiry Number
- Is it cut through or field
- Line Equipment
- LLOA on file
- Pending orders
- Service Address Building ID
- Service Address Floor Identifier
- Service Address Descriptive Location
- Service Address House Number
- Service Address House Number Suffix
- Service Address House Prefix
- Service Address Locality
- Service Address Room ID
- Service Address State/Province
- Service Address Street Directional
- Service Address Street Name
- Service Address Street Suffix
- Service Address Thoroughfare
- Service Address Zip Code
- Type of interface device at premise
- Wholesale or loop
- Wire Center/zone
- Working Telephone Number
- # of lines customer wishes to provide

### Firm Order Confirmation

The following information shall be provided when the Firm Order Confirmation data is to be provided electronically.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- Account Number
- Account Telephone Number
- Amount of Time on Job
- Completion Code
- Completion Date
- Customer Carrier Name
- Abbreviation
- Error Description
- Existing Account Number
- Existing Account Telephone Number
- Effective Billing Date
- Field Visit Indicated
- Installation Material
- Material Cost
- Provider Contact Representative
- Purchase Order Number
- Response Date and Time Sent
- Remarks
- Response Type
- Service Order Number
- Service Order Indicator
- Telephone Number
- Time Indicator
- Version Identification

### 15.9 Order Completion

The following information shall be provided when the Order Completion data is to be provided electronically.

- Completion Code
- Error Description
- Account Number
- Account Telephone Number
- Customer Carrier Name
- Abbreviation
- Completion Date
- Existing Account Number
- Existing Account Telephone Number
- Effective Billing Date
- Material Cost
- Installation Material
- Purchase Order Number
- Response Date and Time Sent
- Remarks
- Provider Contact Representative
- Response Type
- Telephone Number
- Amount of Time on Job
- Time Indicator
- Version Identification
- Service Order Number
- Service Order Indicator

### 15.10 Trouble Ticket Submission/Modification

The following format shall be used when the Trouble Ticket submission/modification data is to be provided electronically.

- Access hours
- City (note some abbreviations)
- Company Name
- Completion Code
- Contact Name and Phone#
- Error Description
- KMC DATA Activity Log
- KMC DATA AR#
- Ground Start
- MLH Sequence
- Multiple Line Equip? Y or N
- Phone Number or Circuit ID
- Request Summary Code and Desc
- Tie Cable Pair

- Timestamp ticket entered in Trouble system
- Values: "KMC DATA"
- Values: "Phone" or "Circuit"

- Values: "Y" or "N"
- Wire Center

**RECEIVED**  
MAR 24 2005  
State of Alaska  
Regulatory Commission of Alaska

### 15.11 Trouble Ticket Inquiry/Response

The following information shall be provided when the Trouble Ticket Inquiry/Response data is to be provided electronically.

- Completion Code
- Date ticket entered current state
- Error Description
- KMC DATA Activity Log
- KMC DATA AR#
- MLH Sequence
- Number of tickets in Queue
- Phone Number or Circuit ID
- Position in Queue
- Request Summary Code and Desc
- Timestamp ticket entered in TMS

## Section 16 Directory

ACS-ANC shall provide KMC DATA directory services at parity with the publisher's treatment of ACS-ANC

### 16.1 Publication

#### 16.1.1 Business Rules

For as long as KMC DATA and ACS-ANC choose to list customer information in a ACS-ANC directory or directories, ACS-ANC will provide copies of the appropriate front office Business Rules for listing formats for each directory. Examples of Business Rules include:

- a. Listing format rules
- b. Listing alphabetizing rules
- c. Standard abbreviations acceptable for use in listings and addresses
- d. Titles and designations
- e. A list of all available directories and their Business Office close dates
- f. ACS-ANC will update these instructions to KMC DATA as the updates occur.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

#### **16.1.2 Listing Data Format**

ACS-ANC will provide instructions to KMC DATA regarding data format for submission of listings to ACS-ANC. Using the format provided, KMC DATA will, on a quarterly basis and at the close of the directory, electronically submit listings to ACS-ANC, grouped by listing name. ACS-ANC will facilitate the insertion of the KMC DATA listings with the ACS-ANC directory contractor selected by ACS-ANC and ensure that the quality and accuracy of listings is consistent with ACS-ANC listings.

#### **16.1.3 Galleys**

ACS-ANC will arrange with the directory contractor to provide KMC DATA with a review galley and exception reports at KMC DATA's request but no more often than quarterly. ACS-ANC will arrange with the directory contractor to provide a combined galley for directory close processes within 24 hours of the time the publisher provides the combined galley to ACS-ANC.

#### **16.1.4 Basic White Page Listings**

KMC DATA residential and business subscribers shall receive one free listing in the alphabetical directory for each primary number. The primary number of each business service will be listed in the classified section at no charge.

#### **16.1.5 Tariffed White Page Listings**

In addition to a basic White Pages listing, ACS-ANC will provide, at the rates set forth in Attachment II of this Agreement, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for KMC DATA to offer for resale to KMC DATA's customers.

#### **16.1.6 Business Classified Listings**

The primary number(s) of each business service will be listed in the classified section at no charge. KMC DATA will provide an update to business classified listings each quarter, including the appropriate classified heading designation. Each quarterly update will indicate all adds, changes, and deletes occurring from the last update, and one quarterly update each year will coincide with directory close. ACS-ANC shall not be responsible for errors or omissions included in the updates.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### 16.1.7 Information Pages

16.1.7.1 ACS-ANC agrees to include critical contact information pertaining to KMC DATA in the "Information Pages" of those of its White Pages directories covering markets in which KMC DATA is providing or plans to commence providing local exchange service during the publication cycle of such directories. Critical contact information includes KMC DATA's business office number, repair number, billing information number, and any other information required to comply with applicable regulations. Advertising or purely promotional material shall not be included in the information pages, unless ACS-ANC allows advertising or purely promotional material for itself or for other companies to appear in the information pages of the directory. The format, content and appearance of the KMC DATA information pages will conform to applicable ACS-ANC and/or directory publisher guidelines and will be consistent with the format, content, and appearance of information pertaining to all like pages in the directory. The pages shall be of reasonable number, not to exceed 16, unless ACS-ANC information pages are allowed to exceed a fixed number of 16. KMC DATA will not be charged for inclusion of its critical contact information, unless charged at the same rate ACS-ANC is charged by the publisher for information pages associated with ACS-ANC critical contact information.

16.1.7.2 Information pages, in addition to any information page or portion of an information page containing critical contact information as described above may be purchased from ACS-ANC's directory publisher, subject to applicable directory publisher guidelines and regulatory requirements.

### 16.1.8 Listing Confidentiality

ACS-ANC will accord KMC DATA customer listing information the same level of confidentiality that ACS-ANC accords its own proprietary customer listing information. ACS-ANC shall ensure that access to KMC DATA customer proprietary listing information will be limited solely to those of ACS-ANC and ACS-ANC's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. ACS-ANC will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a KMC DATA that contains customer listings of both ACS-ANC and KMC DATA will not be deemed a violation of this confidentiality provision.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### **16.1.9 Selling or Licensing Listings**

ACS-ANC will not sell or license KMC DATA's customer listing information to any third parties without KMC DATA's prior written consent, with the exception of other telephone companies in the state of Alaska for the express purpose of publication. All other requests for KMC DATA customer information will be referred directly to KMC DATA. The parties agree that the release of KMC DATA's customer listing to ACS-ANC's publisher will not constitute the sale or license of KMC DATA's customer listing information and therefore will not cause any payment obligation to arise pursuant to this Subsection.

### **16.2 Directory Distribution**

**16.2.1** ACS-ANC agrees to provide Directory distribution services to KMC DATA customers within ACS-ANC's service territory at no additional charge to KMC DATA. ACS-ANC represents that the quality, timeliness, and manner of such distribution services will be at parity with those provided to ACS-ANC and to other customers.

**16.2.2** KMC DATA Residential customers will receive one free directory for each access line in service; KMC DATA Business customers will receive a minimum of two free directories for each access line.

**16.2.3** KMC DATA can place orders for up to 250 additional printed directories (by serving area) and on an as needed basis. If at any point the number of directories beyond the initial distribution to households and businesses and the allocation of 250 (by serving area), requested by KMC DATA requires additional printing and production costs over the number of directories allocated to ACS-ANC by the publisher, KMC DATA shall bear the costs of additional printing and publication.

### ***Section 17 Maintenance, Testing, and Repair***

ACS-ANC shall provide repair, maintenance and testing for all Telecommunications Services and unbundled Network Elements in accordance with the terms and conditions of this Agreement.

#### **17.1 Maintenance**

##### **17.1.1 Any change, maintenance, testing or repair**

It is agreed between KMC DATA and ACS-ANC that any change, maintenance, testing or repair on any Telecommunications Services or unbundled Network Elements serving KMC DATA or KMC DATA customers, or allowing to be served

KMC DATA or KMC DATA customers, will be performed with a minimum of disruption of service and at parity with that which ACS-ANC provides for itself or its other customers.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

#### **17.1.2 Maintenance Standards**

ACS-ANC shall meet maintenance standards for all Telecommunication Services and unbundled network elements provided for or ordered under this agreement.

#### **17.1.3 Emergency Restoration, Maintenance or Repair**

ACS-ANC shall provide KMC DATA emergency restoration, maintenance, and repair on the same schedule to that which ACS-ANC provides to itself or its other customers.

#### **17.1.4 Spectrum Management of DSL-qualified Loops**

ACS-ANC will manage spectrum interference and compatibility for DSL-qualified loops. At such time as industry standards are developed and adopted, ACS-ANC will utilize the industry standards as the criteria for spectrum management. The criteria used to deny a loop to KMC DATA due to spectrum management issues will be non-discriminatory and will be shared with KMC DATA for any loops denied as a result of spectrum management concurs.

#### **17.1.5 Dispatch Personnel**

ACS-ANC shall provide KMC DATA maintenance dispatch personnel on the same schedule to that which it provides its own subscribers.

#### **17.1.6 SPOC**

ACS-ANC shall provide to KMC DATA a contact schedule to report maintenance issues and trouble reports twenty four (24) hours a day and seven (7) days a week.

#### **17.1.7 Notice of Activity**

ACS-ANC and KMC DATA shall give reasonable advance and completion notice to each other of all significant scheduled and non-scheduled maintenance, network outages, cable cuts, or other planned network activities, to be performed on any network element, including, without limitation, any hardware, equipment, software, or system, providing service which may potentially impact ACS-ANC or KMC DATA subscribers. The notice will be sufficient to allow each carrier to anticipate customer inquiries.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### 17.1.8 Loss of Service during Maintenance

KMC DATA customers who lose service as a result of any unintentional activity by ACS-ANC during maintenance activities will have service restored within the same timeframe as ACS-ANC restores its own customers. No billing will be incurred by KMC DATA for these service restorations even if such restorations occur outside of ACS-ANC's normal repair hours.

### 17.1.9 Notice to KMC DATA

17.1.9.1 ACS-ANC will provide KMC DATA an electronic method for KMC DATA to determine if a KMC DATA customer trouble report is associated with ACS-ANC maintenance activity.

17.1.9.2 Upon completion of the work, ACS-ANC shall inform the KMC DATA SPOC of the actual completion date and time.

### 17.1.10 Maintenance of Elements

17.1.10.1 If trouble occurs with unbundled network elements provided by ACS-ANC, KMC DATA will first determine whether the trouble is in KMC DATA's own equipment and/or facilities or those of the End User. If KMC DATA determines the trouble is in ACS-ANC's equipment and/or facilities, KMC DATA will issue a trouble report to ACS-ANC.

17.1.10.2 KMC DATA shall pay Time and Material charges when KMC DATA reports a suspected failure of a network element and ACS-ANC dispatches personnel to the End User's premises or ACS-ANC's Central Office and trouble is not found in ACS-ANC's network element. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in this contract.

17.1.10.3 KMC DATA shall pay Time and Material charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested by KMC DATA for repair verification or cooperative testing, and the facility did not exceed maintenance limits.

17.1.10.4 If KMC DATA issues a trouble report allowing ACS-ANC access to the End User's premises and ACS-ANC personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that ACS-ANC personnel are dispatched. Subsequently, if

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

ACS-ANC personnel are allowed access to the premises, these charges will still apply for the prior visit.

**17.1.10.5** Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of ACS-ANC performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of ACS-ANC performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of ACS-ANC performed other than on a normally scheduled workday with a two-hour minimum callout.

**17.1.10.6** If KMC DATA requests or approves an ACS-ANC technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, KMC DATA will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

#### **17.1.11 Testing**

**17.1.11.1** Where technically feasible, ACS-ANC shall provide KMC DATA with access to the Harris Line Test System that will allow KMC DATA to test all local service elements connected to a KMC DATA wholesale customer (resold services) in a manner equal to that with which ACS-ANC provides to itself.

**17.1.11.2** Within eight (8) business hours of KMC DATA's request for scheduled cooperative maintenance testing, ACS-ANC shall schedule such testing with KMC DATA (including trouble shooting to isolate any problems) to test Network Elements purchased by KMC DATA in order to identify any problems.

#### **17.1.12 Test Results**

KMC DATA and ACS-ANC may share test results upon request as an aid to diagnosing troubles.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### 17.1.13 Testing Resold Services

ACS-ANC shall perform all Telecommunication Services testing for KMC DATA wholesale customers in a manner consistent with that which ACS-ANC provides to its own customers. KMC DATA may request line testing without the necessity of opening a trouble ticket with ACS-ANC when the real time electronic interface is not available or operational that would allow KMC DATA to test the line for itself. ACS-ANC will provide the test results to KMC DATA immediately.

## 17.2 Repair

17.2.1 ACS-ANC will provide KMC DATA with an Electronic Interface that will allow KMC DATA to open, check the current status, modify, cancel or close trouble tickets for KMC DATA customers in a manner similar to that which ACS-ANC provides to itself. As ACS-ANC modifies, updates, or closes a ticket, KMC DATA will receive an immediate electronic notice of change.

17.2.2 ACS-ANC shall notify KMC DATA via such electronic interface immediately upon completion of trouble report. The report shall not be considered closed until such notification is made.

17.2.3 KMC DATA shall be able to submit trouble tickets to ACS-ANC via fax or email when an electronic interface is not provided or is otherwise unavailable.

## 17.3 Prioritization

ACS-ANC will provide KMC DATA with repair dispatch prioritization at parity with that provided to ACS-ANC's own retail customers. Priority levels can not change on trouble tickets.

## 17.4 Misdirected Repair Calls

On any misdirected repair calls to either party, the customer requesting repair service will be provided with the correct repair number and an offer to transfer the customer to the correct number will be given.

## 17.5 Trouble Reporting and Dispatch Priorities

17.5.1 The priority of the trouble ticket is set by the contents of the Trouble Type and Service Use fields. KMC DATA will use the following priority table when issuing a trouble ticket:

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- Priority 1:** Out of Service conditions for critical business services
- Priority 2:** Out of service condition for residential service.
- Priority 3:** Business Not Out of Service
- Priority 4:** Residential Not out of Service.
- Priority 5:** Medical Requirement/Out of Service.

## PART C – ATTACHMENT IV

### COLLOCATION

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

#### *Section 1 Introduction*

1.1 This Attachment sets forth the requirements for collocation. Collocation is all forms of collocation including physical collocation, adjacent collocation, and virtual collocation. There will be a collocation application fee per collocation site requested by KMC DATA. The fee is to cover ACS-ANC expenses in processing the application.

1.1.1 ACS-ANC will provide KMC DATA unrestricted, 24 hours a day, seven (7) days a week access to any collocation space. KMC DATA shall call and notify ACS-ANC's NOC when KMC DATA determines access to ACS-ANC facilities is necessary.

1.1.2 ACS-ANC will not disconnect AC or DC power or other heating, ventilation, or air conditioning support service (unless a major emergency is imminent or in process) without reasonable notification to KMC DATA.

#### *Section 2 General Descriptions*

2.1 Physical collocation enables KMC DATA to place, within or upon ACS-ANC's premises or points, equipment necessary, required or indispensable for interconnection to ACS-ANC's network facilities for the transmission and routing of telephone exchange service, exchange access service, or both, and for access to ACS-ANC's unbundled network elements. KMC DATA may only install equipment to the extent consistent with applicable law. ACS-ANC will provide for physical collocation within or upon ACS-ANC's premises in space selected by ACS-ANC, except where it is not feasible for technical reasons or because of space limitations.

2.2 In addition to the floor space, ACS-ANC will provide fire suppression, AC convenience outlets, -48 VDC power and battery backup (if requested and capacity is available), heating, air conditioning and other environmental supports and generator back-up to KMC DATA's collocation space. ACS-ANC's obligation is limited to providing such services in substantially the same fashion as it provides such services to itself in the premises in which the collocation space is located. The expense, if any, of extending these services to KMC DATA's collocation space will be included in the cost proposal for space preparation.

2.3 ACS-ANC will provide two separate building entrance facility points to each ACS-ANC premise or point where there are at least two building entrance facility points existing and available for ACS-ANC's facilities to the premise or point.

**RECEIVED**

PART C – Attachment IV  
Collocation

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- 2.4** Adjacent collocation enables KMC DATA, where space is legitimately exhausted in particular ACS-ANC premises, to collocate in adjacent controlled environmental vaults or similar structures to the extent technically feasible. ACS-ANC shall permit KMC DATA to construct or otherwise procure such a structure subject only to reasonable safety and maintenance requirements. ACS-ANC shall provide -48VDC power and battery backup (if requested and capacity is available), and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. ACS-ANC will permit KMC DATA to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, in adjacent facilities constructed by either ACS-ANC or KMC DATA.
- 2.5** ACS-ANC will provide two separate facility entrance points to each ACS-ANC premise or point where there are at least two facility entrance points existing and available for ACS-ANC's facilities to the premise or point.
- 2.6** Virtual collocation enables KMC DATA to designate specific equipment, dedicated to KMC DATA's use, to be installed, maintained and repaired by ACS-ANC within or upon ACS-ANC's premises in space selected by ACS-ANC, necessary, required or indispensable for interconnection to ACS-ANC's network facilities for the transmission and routing of telephone exchange service, exchange access service, or both, and for access to ACS-ANC's unbundled network elements. .
- 2.7** In addition to the floor space, ACS-ANC will provide fire suppression, AC convenience outlets, -48 VDC power and battery backup (if requested and capacity is available), heating, air conditioning and other environmental supports and generator back-up to KMC DATA's collocation space. ACS-ANC's obligation is limited to providing such services in substantially the same fashion as it provides such services to itself in the premises in which the collocation space is located. The expense, if any, of extending these services to KMC DATA's collocation space will be included in the cost proposal for space preparation.
- 2.8** ACS-ANC will provide two separate facility entrance points to each ACS-ANC premise or point where there are at least two facility entrance points existing and available for ACS-ANC's facilities to the premise or point.
- 2.9** KMC DATA, ACS-ANC, and ACS-ANC affiliates will work together to restrict the submission of detailed site requirements for all carriers such that detailed site requirements pending ACS-ANC approval do not exceed five (5) locations irrespective of areas in the state at any given time.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### **Section 3 Collocation Application Process**

#### **3.1 Physical Collocation**

**3.1.1 Request for Collocation.** A request for physical collocation must be submitted to ACS-ANC in writing. At a minimum, the request must include: a) identification of the premise or point where collocation is requested; b) floor space requirements; c) distribution frame space requirements; d) building entrance facility requirements; e) power and ground requirements; f) type of equipment to be collocated and its intended use; and g) date KMC DATA requests for occupancy of collocated space. A site survey may be included with the request.

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

#### **3.2 Preliminary Site Survey**

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

#### **3.3 Approval/Rejection of Request**

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

#### **3.4 Pre-Construction Site Survey**

Subsequent to ACS-ANC's approval of the request for collocation, KMC DATA may request a site survey to gather information necessary to develop detailed site

MAR 24 2005

State of Alaska

Regulatory Commission of Alaska

requirements. ACS-ANC shall schedule the site survey within five (5) business days of KMC DATA's request. The scheduled time shall allow for completion of the survey within 15 business days of the request.

### 3.5 Detailed Site Requirements

Subsequent to pre-construction surveys, KMC DATA will submit detailed site requirements to ACS-ANC for review, cost development and approval.

### 3.6 Approval of Detailed Site Requirements

ACS-ANC shall respond to KMC DATA within 10 business days of receipt of KMC DATA's detailed site requirements with ACS-ANC's approval or rejection of the detailed site requirements. If ACS-ANC rejects the detailed site requirements, the reason(s) for rejection will be provided. If the reason(s) for rejection are reasonable, KMC DATA may modify the detailed site requirements accordingly and resubmit to ACS-ANC. If KMC DATA finds the reason(s) for rejection unreasonable, ACS-ANC and KMC DATA will negotiate a mutually acceptable solution. If a mutually acceptable solution cannot be reached within 15 business days of ACS-ANC's notice of rejection, KMC DATA may request the matter be resolved through Dispute Resolution as set forth in this Agreement.

### 3.7 Cost Proposals and Acceptance

3.7.1 ACS-ANC shall, within 20 business days of approving KMC DATA's detailed site requirements, provide a cost estimate and implementation schedule for any work to be performed by ACS-ANC. The cost estimate will include an itemized list of all labor, materials, equipment, permits, and any other costs for which KMC DATA will be responsible.

3.7.2 Any work to be performed inside the collocation space, where such space is enclosed by a cage or other physical separation, may be performed by KMC DATA employees or KMC DATA contractors. Any work associated with the construction or preparation of the collocation space and any work to be performed on ACS-ANC property outside the caged or physically separate collocation space must be performed by ACS-ANC.

### 3.8 Implementation Schedule

3.8.1 KMC DATA shall, within 20 business days of receipt, review ACS-ANC's cost proposal and implementation schedule. If found to be reasonable, KMC DATA will provide ACS-ANC with written approval of the cost estimate and implementation schedule and authorize ACS-ANC to perform the work. If KMC DATA finds any of the costs or the schedule to be unreasonable, KMC DATA

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

shall notify ACS-ANC accordingly, identify those specific issues that it finds to unreasonable, and give ACS-ANC the opportunity to substantiate the costs or schedule to KMC DATA's satisfaction. If ACS-ANC and KMC DATA cannot reach agreement on the proposal, KMC DATA may request that ACS-ANC obtain competitive bids from ACS-ANC-approved contractors for the work. ACS-ANC will share the bids with KMC DATA and the parties will mutually agree to whom to award the bid.

- 3.8.2** KMC DATA and ACS-ANC will complete an acceptance walk through of those portions of the collocation arrangement constructed by ACS-ANC. Any exceptions noted during this acceptance walk through which constitutes a material change from the mutually agreed upon collocation request and detailed site requirements shall be corrected within a reasonable time.

### **3.9 Adjacent Collocation**

#### **3.9.1 Request for Collocation**

- 3.9.1.1** A request for adjacent collocation must be submitted to ACS-ANC in writing. At a minimum, the request must include:

- a. identification of the premise or point where collocation is requested
- b. ground space requirements if on ACS-ANC property
- c. distribution frame space requirements
- d. building entrance facility requirements
- e. power and ground requirements
- f. type of equipment to be collocated and its intended use and
- g. date KMC DATA requests for occupancy of collocated space. A site survey may be included with the request.

- 3.9.1.2** Within five (5) business days of receipt of KMC DATA's request for collocation, ACS-ANC and KMC DATA will assign a SPOC for the collocation request. The SPOCs will work cooperatively and ACS-ANC will provide KMC DATA with access to engineering and facility records necessary to properly design collocation space, equipment layout, power systems, cable racks, cabling, etc.

### **3.10 Preliminary Site Survey**

- 3.10.1** If ACS-ANC determines that a site survey is necessary to determine feasibility and/or approval of KMC DATA's request, ACS-ANC shall notify KMC DATA

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

and afford KMC DATA the opportunity to be present at the survey. The preliminary site survey must be completed within 15 business days of KMC DATA's request for collocation.

### 3.11 Approval/Rejection of Request

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

### 3.12 Pre-Construction Site Survey

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

### 3.13 Detailed Site Requirements

Subsequent to pre-construction surveys, KMC DATA will submit detailed site requirements to ACS-ANC for review, cost development and approval.

### 3.14 Approval of Detailed Site Requirements

ACS-ANC shall respond to KMC DATA within 10 business days of receipt of KMC DATA's detailed site requirements with ACS-ANC's approval or rejection of the detailed site requirements. If ACS-ANC rejects the detailed site requirements, the reason(s) for rejection will be provided. If the reason(s) for rejection are reasonable, KMC DATA may modify the detailed site requirements accordingly and resubmit to ACS-ANC. If KMC DATA finds the reason(s) for rejection unreasonable, ACS-ANC and KMC DATA will negotiate a mutually acceptable solution. If a mutually acceptable solution cannot be reached within fifteen (15) business days of ACS-ANC's notice of rejection, KMC DATA may request the matter be resolved through Dispute Resolution as set forth in this Agreement.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### **3.15 Cost Proposals and Acceptance**

**3.15.1** ACS-ANC shall, within 20 business days of approving KMC DATA's detailed site requirements, provide a cost estimate and implementation schedule for any work to be performed by ACS-ANC. The cost estimate will include an itemized list of all labor, materials, equipment, permits, and any other costs for which KMC DATA will be responsible.

**3.15.2** Any work to be performed inside the collocation space, where such space is enclosed by a cage or other physical separation, may be performed by KMC DATA employees or KMC DATA contractors. Any work associated with the construction or preparation of the collocation space and any work to be performed on ACS-ANC property outside the collocation space must be performed by ACS-ANC.

### **3.16 Implementation Schedule**

**3.16.1** KMC DATA shall, within 20 business days of receipt, review ACS-ANC's cost proposal and implementation schedule. If KMC DATA finds any of the costs or the schedule to be unreasonable, KMC DATA shall notify ACS-ANC accordingly, identify those specific issues that it finds to be unreasonable, and give ACS-ANC the opportunity to substantiate the costs or schedule to KMC DATA's satisfaction. If ACS-ANC and KMC DATA cannot reach agreement on the proposal, KMC DATA may request that ACS-ANC obtain competitive bids from ACS-ANC-approved contractors for the work. ACS-ANC will share the bids with KMC DATA and the parties will mutually agree to whom to award the bid.

**3.16.2** KMC DATA and ACS-ANC will complete an acceptance walk through of those portions of the collocation arrangement constructed by ACS-ANC. Any exceptions noted during this acceptance walk through which constitutes a material change from the mutually agreed upon collocation request and detailed site requirements shall be corrected within a reasonable time. The parties will meet on non-material changes to determine if they are acceptable or not; if not, the parties will negotiate a resolution or consider the change to be material.

### **3.17 Virtual Collocation**

#### **3.17.1 Request for Collocation**

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

- a. identification of the premise or point where collocation is requested,

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- b. floor space requirements,
- c. distribution frame space requirements,
- d. building entrance facility requirements, and
- e. power and ground requirements
- f. type of equipment KMC DATA requests ACS-ANC to install and its intended use and
- g. date KMC DATA requests ACS-ANC to complete the installation. A site survey may be included with the request.

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

### **3.18 Preliminary Site Survey**

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

### **3.19 Approval/Rejection of Request**

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

### **3.20 Pre-Construction Site Survey**

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

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### 3.21 Detailed Site Requirements

Subsequent to pre-construction surveys, KMC DATA will submit detailed site requirements to ACS-ANC for review, cost development and approval.

### 3.22 Approval of Detailed Site Requirements

ACS-ANC shall respond to KMC DATA within ten (10) business days of receipt of KMC DATA's detailed site requirements with ACS-ANC's approval or rejection of the detailed site requirements. If ACS-ANC rejects the detailed site requirements, the reason(s) for rejection will be provided. If the reason(s) for rejection are reasonable, KMC DATA may modify the detailed site requirements accordingly and resubmit to ACS-ANC. If KMC DATA finds the reason(s) for rejection unreasonable, ACS-ANC and KMC DATA will negotiate a mutually acceptable solution. If a mutually acceptable solution cannot be reached within 15 business days of ACS-ANC's notice of rejection, KMC DATA may request the matter be resolved through Dispute Resolution as set forth in this Agreement.

### 3.23 Cost Proposals and Acceptance

3.23.1 ACS-ANC shall, within 20 business days of approving KMC DATA's detailed site requirements, provide a cost estimate and implementation schedule for all work to be performed by ACS-ANC. The cost estimate will include an itemized list of all labor, materials, equipment, permits, maintenance, repair and any other costs for which KMC DATA will be responsible.

3.23.2 Any work to be performed utilizing virtual collocation shall be performed by ACS-ANC.

### 3.24 Implementation Schedule

3.24.1 KMC DATA shall, within 20 business days of receipt, review ACS-ANC's cost proposal and implementation schedule. If found to be reasonable, KMC DATA will provide ACS-ANC with written approval of the cost estimate and implementation schedule and authorize ACS-ANC to perform the work. If KMC DATA finds any of the costs or the schedule to be unreasonable, KMC DATA shall notify ACS-ANC accordingly, identify those specific issues that it finds to be unreasonable, and give ACS-ANC the opportunity to substantiate the costs or schedule to KMC DATA's satisfaction. If ACS-ANC and KMC DATA cannot reach agreement on the proposal, KMC DATA may request that ACS-ANC obtain competitive bids from ACS-ANC-approved contractors for the work. ACS-ANC will share the bids with KMC DATA and the parties will mutually agree to whom to award the bid.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**3.24.2** KMC DATA and ACS-ANC will complete an acceptance walk through of those portions of the collocation arrangement constructed by ACS-ANC. Any exceptions noted during this acceptance walk through which constitutes a material change from the mutually agreed upon collocation request and detailed site requirements shall be corrected within a reasonable time after the walk through by ACS-ANC. The parties will meet on non-material changes to determine if they are acceptable or not; if not, the parties will negotiate a resolution or consider the change to be material.

#### ***Section 4 Rules and Regulations***

##### **4.1 Safety and Engineering Standards**

- 4.1.1** ACS-ANC may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that ACS-ANC applies to its own equipment.
- 4.1.2** ACS-ANC may not object to the collocation of equipment on the ground that the equipment fails to comply with National Equipment and Building Specifications performance standards.
- 4.1.3** If ACS-ANC denies collocation citing safety standards, ACS-ANC must provide to KMC DATA within five (5) business days of the denial a list of all like equipment that ACS-ANC locates within the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that ACS-ANC contends KMC DATA's equipment fails to meet.

##### **4.2 Security**

- 4.2.1** ACS-ANC may require all reasonable security arrangements not prescribed by law to protect its equipment and ensure network reliability. ACS-ANC may only impose security arrangements that are as stringent as the security arrangements that ACS-ANC maintains at its own premises for its own employees or authorized contractors.
- 4.2.2** ACS-ANC will allow KMC DATA access to its collocated equipment 24 hours a day, seven days a week, without requiring either a security escort of any kind or delaying KMC DATA's employees', agents', or contractors' entry into ACS-ANC's premises. Where available, ACS-ANC shall allow KMC DATA's employees, agents and contractors unescorted access to restrooms with the exception of those restrooms that are located inside ACS-ANC's switchrooms. Access to restrooms inside ACS-ANC's switch rooms will require an escort.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- 4.2.3** KMC DATA's employees, agents and contractors must comply with the policies and practices of ACS-ANC pertaining to fire and safety.

Reasonable security measures that ACS-ANC may adopt include:

- a. installing security cameras or other monitoring systems; or
- b. requiring KMC DATA personnel to use badges with computerized tracking systems; or
- c. requiring KMC DATA personnel to undergo the same level of security training, or its equivalent, that ACS-ANC's own employees, or third party contractors providing similar functions, must undergo; provided, however, that ACS-ANC may not require KMC DATA personnel to receive such training from ACS-ANC itself, but must provide information to KMC DATA on the specific type of training required so KMC DATA personnel can conduct their own training.

- 4.2.3.1** Within thirty (30) days of the Approval date, ACS-ANC shall provide contact names and telephone numbers for the personnel responsible for security, building and grounds, and environmental and safety issues.

- 4.2.3.2** KMC DATA will supply to ACS-ANC, and update as changes occur, a list of its employees and approved vendors who require access to the collocation space and common areas of the premises.

#### **4.2.4 Construction and Scheduling**

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

- 4.2.4.2** ACS-ANC has the right to inspect KMC DATA's completed installation of equipment and facilities occupying a collocation space and associated building entrance facilities. ACS-ANC also may make subsequent and periodic inspections of the KMC DATA's equipment and facilities. These subsequent periodic inspections will be made no more than once per month, except when they are required by public safety, fire or insurance agencies or in cases of emergencies. If KMC DATA is found to be in non-compliance with the terms

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

and conditions of this Agreement, KMC DATA must modify its installation to achieve compliance. ACS-ANC will notify KMC DATA in writing two (2) days in advance of ACS-ANC initiated inspections, except in the case of emergencies, and KMC DATA shall have the right to be present at the time of the inspection.

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

**4.2.4.4** KMC DATA shall provide a written logbook for ACS-ANC's employees or contractors to sign when entering KMC DATA's physical collocation space.

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

**4.2.6** KMC DATA's employees, agents and/or contractors may only work on, modify, or have access to KMC DATA's equipment or facilities.

**4.2.7** ACS-ANC and KMC DATA shall provide each other KMC DATA with an escalation process (names, telephone numbers, and the escalation order) for any disputes or problems that might arise pursuant to KMC DATA's collocation.

**4.3 Conditions on Use of Space**

**4.3.1** Neither the use and occupancy of space in which KMC DATA situates its equipment in ACS-ANC premises or points, nor the payments made by KMC DATA for the use of space in ACS-ANC's premises or points, shall create or vest,

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

or is intended to create or vest, in KMC DATA (or in any other person) any property right or interest of any nature in any part of ACS-ANC's premises.

- 4.3.2** KMC DATA shall, at KMC DATA's expense, fully, promptly, and consistently comply with all statutes, ordinances, rules, regulations, orders, and requirements in effect during the term of this Agreement. KMC DATA shall not use or permit the use of the collocation space in any manner that will create waste, create a nuisance, or create a fire hazard. KMC DATA will not operate any equipment that causes interference with telecommunications facilities of ACS-ANC or others in the building.
- 4.3.3** ACS-ANC shall notify KMC DATA immediately of any interference with telecommunications facilities of ACS-ANC or others believed to be caused by KMC DATA's equipment. KMC DATA and ACS-ANC will, within 24 hours of notification by ACS-ANC, cooperatively work to expeditiously determine if the reported interference is caused by KMC DATA's equipment and, if so, eliminate the cause of the interference.
- 4.3.4** KMC DATA's use and availability of collocation space within or upon ACS-ANC's premises or points is subject to any restriction or agreement which governs ACS-ANC's use of the premises or points, such as zoning restrictions, restrictive covenants in deeds or limitations in leases between ACS-ANC and the owner of the facility.
- 4.3.5** ACS-ANC shall not be responsible for
- a. KMC DATA's personal property, furniture and trade fixtures located in the collocation space, or
  - b. damages caused by the negligent or intentional act or omissions of KMC DATA, KMC DATA's agents, contractors, employees or invitees. ACS-ANC shall have no obligation to make repairs until a reasonable time after receipt of written notice from KMC DATA of the need for such repairs.
- 4.3.6** Upon demand of ACS-ANC, KMC DATA shall reimburse ACS-ANC for the cost of all repairs or maintenance that result from the misuse or neglect of the collocation space by KMC DATA, its agents, contractors, invitees or employees. Upon termination of KMC DATA's use and occupation of collocation space, KMC DATA shall surrender the space occupied to ACS-ANC in the same condition as received, broom clean, ordinary wear and tear excepted, unless otherwise agreed to in writing.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

PART C – Attachment IV  
Collocation

- 4.3.7 Except for installation of equipment, KMC DATA shall not make any alterations, improvements, or additions in, on, or about the occupied collocation space except as specifically permitted in writing by ACS-ANC.
- 4.3.8 KMC DATA may, with the prior written consent of ACS-ANC, have the right to provide additional security and fire protection systems within the collocation space; provided, however, that KMC DATA may not install or use sprinklers or carbon dioxide fire suppression systems within the building or the collocation space. If any governmental bureau, department or organization or ACS-ANC's insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within the collocation space, such changes, modifications or additions shall be made by KMC DATA at its expense, following review and written approval by ACS-ANC prior to any work being done. If any governmental bureau, department or organization or ACS-ANC's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the building in which the collocation space is generally located, such changes, modifications, or additions shall be made by ACS-ANC and KMC DATA shall reimburse ACS-ANC for the cost thereof in the same proportion as the square footage of the collocation space is to the total square footage of the affected portion of the building.
- 4.3.9 KMC DATA shall promptly pay all claims for labor or material furnished to or for KMC DATA, for which claims are or may be secured by any construction or similar lien against ACS-ANC's premises. KMC DATA shall not suffer or permit any lien to attach to the interests of ACS-ANC in the premises.
- 4.3.10 Any additions, non-trade fixtures, and improvements shall become the property of ACS-ANC and remain upon and be surrendered with the collocation space at the expiration of KMC DATA's occupancy; provided, however, that ACS-ANC may require KMC DATA to remove any additions and non-trade fixtures made by or for KMC DATA and to repair any damages caused by such a removal. KMC DATA's equipment, personal property, furniture, and trade fixtures shall remain the property of KMC DATA and may be removed by KMC DATA provided, however, that if KMC DATA has not removed such items from the collocation space within 10 days after the termination of KMC DATA's use and occupancy of such space, then ACS-ANC may elect to retain the same as abandoned property. KMC DATA shall reimburse ACS-ANC for disposal of such abandoned property.
- 4.3.11 KMC DATA will comply with ACS-ANC's Central Office Policies and Procedures as may be amended from time to time, as long as such policies and procedures are applied on a nondiscriminatory basis. ACS-ANC will provide a copy of ACS-ANC's Central Office Policies and Procedures within 10 business

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

days of the Approval Date of this Agreement. ACS-ANC will be responsible for providing KMC DATA with updates to the Central Office Policies and Procedures in a timely manner.

- 4.3.12** All space within the KMC DATA caged, physical and adjacent collocation space is dedicated to and controlled by KMC DATA and cannot be used without the approval of KMC DATA.
- 4.3.13** As requested by KMC DATA, ACS-ANC shall provide basic telephone service to the KMC DATA collocation space at tariffed rates. Upon KMC DATA's request, this service shall be available at the collocation space on the day that the space is turned over to KMC DATA by ACS-ANC.

### **Section 5      *General Rules***

- 5.1** Sidewalks, doorways, vestibules, halls, stairways, elevator lobbies, etc. shall not be used for storage of materials or disposal of trash.
- 5.2** Signs, advertisements, graphics or notices visible from in or outside the building are not permitted except as required by law or other local, state, or federal regulations.
- 5.3** KMC DATA shall not use an open flame anywhere within the building.
- 5.4** KMC DATA shall not tamper with or attempt to adjust temperature controls, fire detection/suppression devices. Environmental problems shall be referred to ACS-ANC's designated building representative.
- 5.5** No flammable or explosive fluids or material shall be kept or used within the building. KMC DATA shall comply with all applicable building and fire codes.
- 5.6** KMC DATA may not make any modifications, alterations, additions, repairs or decoration of the collocation space or the building in general.
- 5.7** Any ACS-ANC employee may request KMC DATA or KMC DATA's agent or contractor to stop work if in the judgment of the employee there is jeopardy to personal safety or potential damage to the building or equipment or facilities of ACS-ANC or others.
- 5.8** KMC DATA shall perform all light housekeeping services, i.e., dusting and rubbish removal within the collocation space. Rubbish shall be removed from the ACS-ANC facility for disposal by, and at the expense of, KMC DATA.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- 5.9 In those cases where KMC DATA is issued keys for access to the building, KMC DATA will accept responsibility for issuance of keys to its employees and retrieval of said keys upon termination of its employees.
- 5.10 ACS-ANC shall not charge for the issuance of keys nor shall it unreasonably limit the number of keys issued to KMC DATA, its agents, or contractors.
- 5.11 Except for electronic keys, a \$250 charge will be levied for the loss of any key. There will be no charge for lost electronic keys.
- 5.12 KMC DATA shall notify ACS-ANC immediately of any lost keys.
- 5.13 KMC DATA's employees, agents and contractors are prohibited from making duplicates of keys issued by ACS-ANC.
- 5.14 At the expiration of KMC DATA's occupancy of a collocation space, KMC DATA shall surrender all keys, access cards and ACS-ANC-provided photo identification cards to the collocation space and the building to ACS-ANC.
- 5.15 KMC DATA will assure that all appropriate doors are closed at all times and are not propped open or left open unless otherwise approved by ACS-ANC in writing.
- 5.16 KMC DATA will follow all applicable ACS-ANC procedures that require notification or sign-in/sign-out of KMC DATA personnel upon entrance and exit of ACS-ANC facilities.
- 5.17 No canvassing, peddling, soliciting of funds, or sale or advertising of KMC DATA services shall be allowed in the building or grounds.
- 5.18 ACS-ANC shall not be liable or responsible for lost or stolen possessions or personal property of KMC DATA, its agents, contractors or employees.
- 5.19 ACS-ANC will provide no designated parking. KMC DATA may use ACS-ANC's parking facility if space allows and ACS-ANC's designated building representative does not object. Permission to use ACS-ANC's parking facility will not be unreasonably withheld.
- 5.20 KMC DATA's employees, its contractors and agents are not permitted to smoke anywhere within ACS-ANC's building or on ACS-ANC property except in designated smoking areas.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

## 5.21 Other Notifications

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

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

## Section 6 *Space Reservation*

### 6.1 KMC DATA Space Reservation

6.1.1 KMC DATA may reserve additional floor space or frame space in ACS-ANC's premises where KMC DATA has or is ordering space for physical collocation if space is available for reservation.

6.1.2 KMC DATA can reserve an amount of space no more than the amount of space it currently utilizes or has ordered in the particular ACS-ANC premise.

6.1.3 KMC DATA must pay the annual Space Reservation Fee set forth elsewhere in this Agreement.

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

6.1.5 The reservation will be maintained until KMC DATA either terminates its collocation, cancels its order for additional space, or relinquishes its reservation by opting to not enforce its reservation.

6.1.6 When an order for physical collocation is received and all the unoccupied space is covered by reservations, the CLEC with the lowest priority reservation (option party) for which unoccupied space remains available

after subtracting the space covered by reservations of higher priority reservations will be given the option of enforcing its reservation by paying the appropriate monthly rate for the space or relinquishing its reservation.

- 6.1.7 If the Option Party enforces its reservation, it must utilize the space for its intended purpose within 120 days or relinquish it.
- 6.1.8 If the CLEC with the lowest priority enforces its reservation, then the CLEC(s) with next higher priority reservation, for which unoccupied space remains available after subtracting the space covered by reservations of the remaining higher priority reservations, will be given the option of enforcing or relinquishing its reservations. As long as all CLECs with reservations for the available unoccupied floor space continue to enforce their reservations by paying the appropriate monthly rate for the space, no space will be available for new requests for physical collocation, frame space, entrance facilities or power.
- 6.1.9 The CLEC that relinquishes its reservation by declining to enforce its reservation may place a new reservation, but the reservation receives a new priority based on the time the new reservation is received in writing.

**6.2 ACS-ANC Space Reservation**

- 6.2.1 ACS-ANC may reserve ACS-ANC Central Office Floor Space under the following conditions.
- 6.2.3 ACS-ANC may reserve at least the amount of space reasonably necessary for the provision of a communications-related service, including interconnection and the provision of unbundled network elements; however, the total space reservation cannot exceed the space currently used by ACS-ANC.
- 6.2.4 ACS-ANC may enforce its reservation in the same manner in which the collocating CLEC enforces its reservation.

**6.3 Space Restrictions**

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

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**Section 7      *Damage or Destruction***

**7.1** If at any time during the term hereof the collocation space or the building of which it is a part is damaged, ACS-ANC may at ACS-ANC's option either

- a. repair such damage as soon as reasonably possible at ACS-ANC's expense, in which event KMC DATA's use and occupancy of collocation space under this Agreement will continue without interruption, or
- b. cancel and terminate KMC DATA's use and occupancy of collocation space under this Agreement, as of the date of the occurrence of such damage. ACS-ANC will give written notice to KMC DATA within thirty (30) days after the date of the occurrence of such damage of ACS-ANC's intention to either repair the damage at the collocation space or terminate KMC DATA's use and occupancy of the collocation space.

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

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

**7.4      *Protection of KMC DATA's Property***

ACS-ANC will use reasonable efforts to avoid damage to KMC DATA's personal property, furniture and trade fixtures. The liability of ACS-ANC for damage to KMC DATA's personal property, furniture and trade fixtures is subject to the limitations in Section 8 of Part A.

**7.5      *Default by KMC DATA***

The occurrence of any one or more of the following events shall constitute a default of the conditions for use and occupancy of collocation space by KMC DATA:

RECEIVED

MAR 24 2005

PART C – Attachment IV  
Collocation

State of Alaska  
Regulatory Commission of Alaska

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

Collocation  
**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska**7.6 Remedies of ACS-ANC**

In addition to any remedies ACS-ANC may have in law or equity, in the event of any default, ACS-ANC may at any time thereafter terminate KMC DATA's use or occupancy of the collocation space. ACS-ANC shall be entitled to recover from KMC DATA all damages incurred by ACS-ANC by reason of KMC DATA's default.

**7.7 Condemnation**

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

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

**7.7.3** In the event that ACS-ANC is notified by a condemning authority that the collocation space will become subject to a taking under the power of eminent domain, ACS-ANC shall promptly notify KMC DATA in writing that KMC DATA's use and occupancy of the collocation space shall terminate.

**7.7 Subordination**

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

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

## 7.8 Warranty and Exclusions

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

## 7.9 Limitation of Liability

In addition to the limitations contained in Section 8 of Part A, the following provision applies: To the extent that any damage, destruction or loss of use of any of KMC DATA's equipment, cable, or other telecommunications facilities and equipment ("Facilities") is caused by ACS-ANC's sole negligence and was not caused by any negligence or willful misconduct of KMC DATA but is not covered by the insurance required to be carried by KMC DATA, ACS-ANC's liability is limited to the repair or replacement of the Facilities.

## Section 8 Rate Categories

### 8.1 Site Preparation

The Site Preparation rate category provides for charges for costs incurred by ACS-ANC for modifications or additions that must be made to ACS-ANC's premises or points to accommodate KMC DATA's collocation and installation of KMC DATA's equipment. These modifications include, but are not limited to, security devices, additions to and distribution of heating, ventilation and air conditioning, AC power circuit, DC power, and necessary space modifications. The Site Preparation charge is a non-recurring charge determined on a per site basis when the detailed site requirements are developed and approved.

### 8.2 Floor Space

The Floor Space rate category provides for per-square foot increments of floor space located in or upon the ACS-ANC's premises used and occupied by KMC DATA. The Floor Space rate will be charged on a monthly basis. The Floor Space rate will include the associated environmental supports such as fire suppression, heating, power, backup power, and air conditioning equivalent to ACS-ANC's central office equipment environment at that location.

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

### 8.3 Ground Space

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

### 8.4 Building Entrance Facility

The Building Entrance Facility rate category provides for KMC DATA's use of conduit duct space between the designated manhole and the ACS-ANC cable vault. The Building Entrance Facility rate category will be charged on a monthly basis.

### 8.5 Power Consumption

8.5.1 The Power Consumption rate category provides for the consumption of -48 Volt DC Power. This rate is applied per 15-ampere draw and will be charged on a monthly basis.

8.5.2 AC power will be provided as part of the floor space or through a separate meter based billed directly to KMC DATA.

### 8.6 Distribution Frame Space

The Distribution Frame Space rate category provides for space on the main distribution frame to mount connecting blocks. Each block will terminate 100 copper pairs (+/- 20%). Distribution Frame Space will be charged on a monthly basis.

### 8.7 Cable Rack Space

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

### 8.8 Relay Rack Space

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

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

## **8.9 Space Reservation**

### **8.9.1 Floor Space**

The Floor Space Reservation rate category provides for the processing and maintenance of KMC DATA's space reservation for floor space within or upon ACS-ANC premises or points. The Floor Space Reservation charge is a non-recurring charge based on the number of square feet reserved and is charged annually.

### **8.9.2 Distribution Frame Space**

The Distribution Frame Space Reservation rate category provides for the processing and maintenance of KMC DATA's distribution frame space reservation for space on the main distribution frame. The Distribution Frame Space Reservation charge is a non-recurring charge based on the number of block spaces reserved and is charged annually.

### **8.9.3 Collocation Request Application Fee**

An application fee of \$2000.00 per site requested will be charged to KMC DATA for each request submitted.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**PART C – ATTACHMENT V**

**RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS**

***Section 1 Introduction***

This attachment sets forth the requirements for Rights of Way, Conduits and Pole Attachments

***Section 2 Requirements***

**2.1 General**

- 2.1.1 ACS-ANC shall make poles, ducts, conduits, conduit systems, and other ROW available to KMC DATA for Attachments under the terms and conditions set forth in this Section 2.
- 2.1.2 ACS-ANC shall provide KMC DATA equal and non-discriminatory access to Poles, ducts, conduits, and other ROW, it owns or controls. Such access shall be provided on terms and conditions equal to that provided by ACS-ANC to itself or to any other party consistent with Section 224 of the Act. Further, ACS-ANC shall not preclude or delay allocation of these facilities to KMC DATA because of the potential needs of itself or of other parties, except for work in progress, which may be retained for ACS-ANC facilities deployment within three hundred sixty five (365) calendar days of the date of the formal KMC DATA request.
- 2.1.3 Each of the Parties shall designate to the other, on the basis of specific operating regions, single points of contact for negotiating all issues relating to implementation of this Section 2. The single points of contact shall also be the contacts for all notices and demands, offers and acceptances under this Section 2, unless otherwise agreed in writing by the Parties.
- 2.1.4 Excepting work in progress as described above, and maintenance and emergency ducts as provided below, all usable but unassigned space on Poles, or in ducts, conduits, or other ROW owned or controlled by ACS-ANC shall be available for the attachments of KMC DATA, ACS-ANC or other providers of Telecommunications Services or cable television systems. ACS-ANC may reserve for emergency and maintenance purposes one duct, conduit and inner duct in each conduit section of its facility routes. ACS-ANC shall make its maintenance ducts available to KMC DATA for emergency restoration. KMC DATA will pay the appropriate duct fees while it uses ACS-ANC's maintenance/emergency duct.

**RECEIVED**

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

PART C – Attachment V  
Rights of Way, Conduits, Pole Attachments

**2.1.5** All KMC DATA facilities placed in or upon ACS-ANC ROW, conduits and poles shall be clearly tagged or labeled with KMC DATA ownership identification so that it may be readily identified by ACS-ANC or its contractors as KMC DATA facilities.

**2.1.6 Ducts and Conduits**

Access to ACS-ANC ducts, conduits and conduit systems by KMC DATA or its designated personnel or contractors shall be provided on an escorted basis and upon a reasonable request for access to such ducts, conduits and conduit systems. KMC DATA shall pay for one access escort based on an hourly rate of the appropriate level of escorting personnel as determined by ACS-ANC, unless ACS-ANC and KMC DATA have reached agreement that no escort is necessary, which may be agreed to on a case by case basis. Such escort service shall be available on a reasonable basis 24 hours per day. KMC DATA is strictly prohibited from performing any work on ACS-ANC's facilities or systems. KMC DATA has access to ACS-ANC's ROW only to perform work on or protect its own facilities and system.

**2.2 Space Availability Requests**

**2.2.1** KMC DATA may request information regarding the availability and conditions of poles, ducts, conduits and other ROW prior to the submission of Attachment Requests (as defined below). ACS-ANC shall provide information regarding the availability and condition of ACS-ANC's Poles, ducts, conduits or other ROW for Attachments within fifteen (15) business days of a request. If ACS-ANC is unable to inform KMC DATA about availability and conditions within such fifteen-day interval, ACS-ANC shall advise KMC DATA within ten (10) business days after receipt of KMC DATA's information request and will seek a mutually satisfactory time period for ACS-ANC's response, which in no event shall exceed thirty (30) calendar days. If ACS-ANC's response requires a field-based survey, KMC DATA shall have the option to be present at the field-based survey and ACS-ANC shall provide KMC DATA at least two (2) calendar days notice prior to the start of such field survey. During and after the field based survey, ACS-ANC shall allow KMC DATA personnel (with ACS-ANC escort) to enter manholes and view Pole structures to inspect such structures in order to confirm usability or assess the condition of the structure.

**2.2.1.1** In the event ACS-ANC determines there are no ducts, space available on Poles, conduits or other ROW, KMC DATA may request that the Parties meet to explore alternative solutions suitable for KMC DATA.

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

## 2.2 Route Maps

- 2.2.1 ACS-ANC shall make existing route maps of Poles, ducts, conduits or other Right of Way available to KMC DATA, at a city level, at ACS-ANC's facilities within two (2) business days and if such maps need to be generated, within ten (10) business days of KMC DATA's request. ACS-ANC shall accommodate preparation of such maps requested by KMC DATA on a reasonable basis and at KMC DATA's expense, plus a reasonable administrative fee. In making these maps and drawings available, ACS-ANC makes no express or implied warranty as to the accuracy of these maps and drawings, except that they reflect the equivalent accuracy and timeliness of information used by ACS-ANC in its operations.
- 2.2.2 ACS-ANC shall invoice KMC DATA an administrative fee equal to one hundred percent (100%) of the direct cost plus overhead of providing maps and drawings, in addition to the direct cost of copying any requested maps or drawings.

## 2.3 Attachment Requests

- 2.3.1 ACS-ANC agrees to permit KMC DATA to place KMC DATA's facilities on or in ACS-ANC's Poles, ducts, conduits, and other ROW pursuant to Attachment requests from KMC DATA approved in accordance with this Section 2, on the terms and conditions set forth herein and in the "Attachment Request". All Pole Attachment requests submitted by KMC DATA must include pole calculations acceptable to ACS-ANC. The calculation acceptable to ACS-ANC will be industry standard.
- 2.3.2 KMC DATA may submit a written Attachment Request at any time on a form to be designated by ACS-ANC, to ACS-ANC. An Attachment Request shall be deemed properly submitted if it identifies with specificity the ACS-ANC Poles, ducts, conduits, or other ROW for which KMC DATA seeks Attachment. ACS-ANC shall approve any properly submitted Attachment Request within ten (10) business days, if the space has previously been determined to be available under the procedures set forth in Section 2.2.1. If KMC DATA has not previously submitted a space availability request as outlined in Section 2.2.1, KMC DATA will be referred to Section 2.2.1. No Attachments shall be placed on any ACS-ANC Pole identified in an Attachment Request until the Attachment Request has been approved by ACS-ANC. KMC DATA may submit subsequent Attachment Requests as needed. KMC DATA shall have fourteen (14) calendar days after ACS-ANC's return of the approved Attachment Request to KMC DATA to execute the Attachment Request and return the same to ACS-ANC. If KMC DATA does not return the Attachment Request within the fourteen (14) calendar day interval specified above, then such request shall be null and void and such ROW shall become immediately available to other parties. The approved

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

Attachment Request shall serve as the binding attachment contract between the Parties.

- 2.3.3** ACS-ANC and KMC DATA may provide advance copies of projects that propose the construction of, or any activity that would change the available space on poles, conduits, and or direct buried facilities. The advance copies would depict the proposed routing and structure specifications. The purpose of this information is to provide both ACS-ANC and KMC DATA the opportunity to share in the design and joint use of a structure.
- 2.3.4** Together with ACS-ANC's notice of approval of an Attachment Request submitted by KMC DATA, ACS-ANC shall also provide an estimate of the Make Ready Work costs associated with making the space available for KMC DATA's Attachment. ACS-ANC shall complete any Make Ready Work required to enable KMC DATA to install its facilities at both a reasonable cost and within a reasonable period of time, both of which shall be agreed upon in writing by ACS-ANC and KMC DATA. If such agreement does not occur within ten (10) business days of ACS-ANC's provision of a quote for such work or KMC DATA determines the quote is too high, KMC DATA may request ACS-ANC hire outside contractors to complete the Make Ready Work at KMC DATA's expense. All Make Ready Work on KMC DATA's owned facilities shall be done by KMC DATA personnel and or its approved contractor. Where KMC DATA submits an Attachment Request and subsequently fails to return an executed Attachment Request within fourteen (14) calendar days of ACS-ANC's notice of approval, KMC DATA shall reimburse ACS-ANC for its reasonable cost to provide pre-ordering information and any site survey work and the Attachment Request shall become null and void. Upon acceptance of an approved Attachment Request by KMC DATA and its return to ACS-ANC, ACS-ANC shall bill KMC DATA for any Make Ready Work non-recurring charges. Upon completion of any required Make Ready Work by ACS-ANC or upon receipt of the approved Application Request by ACS-ANC, whichever is later, written notice shall be provided to KMC DATA granting access to the attachment and advising KMC DATA of the date that monthly billing for such attachment shall commence. KMC DATA shall have one hundred eighty (180) calendar days to begin attachment and/or installation of its facilities after receipt of such notice. Any such construction shall be completed by the end of three hundred sixty-five (365) calendar days after receipt of such notice, unless KMC DATA notifies ACS-ANC differently and ACS-ANC agrees to such delay. KMC DATA's notification to ACS-ANC shall be provided at least sixty (60) calendar days prior to the expiration of the three hundred sixty-five (365) calendar day period. If KMC DATA does not begin construction within this time frame, ACS-ANC will cease monthly billing to KMC DATA and the access to the ROW and the Attachment Request shall be deemed null and void.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- 2.3.5** ACS-ANC shall make space available to KMC DATA as soon as any Make Ready Work to be provided by ACS-ANC, as described in Section 2.3.3, is completed. At that time, KMC DATA shall have the right, subject to the terms and conditions of this Agreement, to place and maintain the facilities described in the Attachment Request in the space designated on or in ACS-ANC's Poles, ducts, conduits, and other ROW identified therein. KMC DATA may, at its option, use KMC DATA or KMC DATA-designated personnel, which KMC DATA shall identify to ACS-ANC prior to beginning construction, to attach its equipment to ACS-ANC structures, subject to ACS-ANC's written agreement with the proposed construction methods proposed by KMC DATA to perform such work. When KMC DATA places and or maintains facilities on ACS-ANC property under any provisions of this Section 2, they must either use ACS-ANC personnel or ACS-ANC approved contractors to perform such work. Except for Pole Attachments ACS-ANC may (at ACS-ANC's option) provide a qualified inspector to accompany KMC DATA or its contractors and KMC DATA shall pay for same based on an hourly rate. ACS-ANC may stop KMC DATA or its contractors' construction activities if the work is not performed in accordance with the industry standards, practices, and applicable NESC, and OSHA regulations as approved by ACS-ANC. Any such approval shall not be unreasonably withheld, delayed or denied. In the event ACS-ANC believes KMC DATA or KMC DATA-designated personnel are improperly or incorrectly performing construction, performing construction in an unsafe manner, or are in violation of any applicable NESC or OSHA regulations, ACS-ANC may stop construction and shall immediately notify KMC DATA of the situation. KMC DATA and ACS-ANC will jointly determine the next course of action to eliminate any problems and move quickly to resume construction.
- 2.3.6** KMC DATA agrees to pay ACS-ANC the Make Ready Work costs within sixty (60) business days of receiving ACS-ANC's invoice.
- 2.3.7** ACS-ANC will provide KMC DATA with answers to an environmental, health and safety questionnaire for each ACS-ANC facility in or on which KMC DATA seeks an Attachment. KMC DATA may provide this questionnaire with its Attachment Request and ACS-ANC shall return it to KMC DATA with the approval of KMC DATA's Attachment Request.

## **2.4 Authority to Place Attachments**

- 2.4.1** Before KMC DATA places any Attachment pursuant to an approved Attachment Request, KMC DATA shall submit evidence of its authority to erect and maintain the facilities to be placed on ACS-ANC's facilities within the public streets, highways and other thoroughfares or on private property, where such additional authority is required by law. KMC DATA shall be solely responsible for obtaining all necessary licenses, authorizations, permits, and consents from

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

federal, state and municipal authorities that may be required to place Attachments on ACS-ANC's facilities.

**2.4.2** ACS-ANC shall not unreasonably intervene against or attempt to delay the granting of any necessary licenses, authorizations, permits or consents from federal, state and municipal authorities or private property owners that may be required for KMC DATA to place its Attachments on or in any Poles, ducts, conduits, or other ROW that ACS-ANC owns or controls.

**2.4.3** If any license, authorization, permit or consent obtained by KMC DATA is subsequently revoked or denied for any reason, permission to attach to ACS-ANC's facilities shall terminate immediately and KMC DATA shall remove its Attachments (if any) within one hundred twenty (120) calendar days. KMC DATA may, at its option, litigate or appeal any such revocation or denial and if KMC DATA is diligently pursuing such litigation or appeal, KMC DATA may continue to maintain its Attachment. In doing so, KMC DATA agrees to defend and indemnify ACS-ANC from and against any and all costs resulting from KMC DATA's continuation of the Attachment which is the subject of such litigation or appeal.

**2.5 Capacity**

**2.5.1** When there is insufficient space on a Pole or in a ACS-ANC conduit to accommodate a KMC DATA requested Attachment or occupancy, ACS-ANC shall:

- a. replace the Pole or conduit with one of greater height or capacity; or
- b. place additional Poles or conduits in the ROW. KMC DATA shall be obligated to reimburse ACS-ANC for its costs incurred to complete the work. If ACS-ANC cannot complete the work in a timely manner as reasonably determined by KMC DATA, then KMC DATA may cause ACS-ANC to contract the work out to better meet its time needs.

**2.5.2** If the Pole or Conduit is at 100% capacity, either at maximum or over loaded in the case of a Pole, or out of capacity in the case of a Conduit System, proportional share of costs will be evaluated and shared if there is any net gain in capacity above the requested capacity to accommodate KMC DATA. Reasonable engineering, planning and joint usage will always be considered.

**2.5.3** ACS-ANC shall permit KMC DATA to break out of ACS-ANC conduit and to maintain facilities within conduit space used by KMC DATA and, where required by ACS-ANC, shall provide KMC DATA designated personnel with one escort

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

PART C – Attachment V  
Rights of Way, Conduits, Pole Attachments

and KMC DATA shall pay for such escort based on an hourly rate. Such escort service shall be available twenty-four (24) hours per day each day of the week.

- 2.5.4** ACS-ANC shall permit manhole interconnections and breaking out of ACS-ANC manholes and shall provide KMC DATA with sufficient space in manholes for the racking and storage of cable as requested by KMC DATA. ACS-ANC reserves the right to deny nonstandard requests to break out of manholes where the location in which KMC DATA wants to break out is blocked by a cable rack.
- 2.5.5** ACS-ANC shall take all reasonable measures to allow access and/or egress to all conduit systems. This shall include but not be limited to ACS-ANC's removal, upon KMC DATA's request, of any retired cable for conduit systems to allow for the efficient use of conduit space within a reasonable period of time. If the Parties are unable to agree on what is reasonable (in terms of measures or time intervals), the matter may be submitted in accordance with the Dispute Resolution Procedures of this Agreement by either Party.
- 2.5.6** Where a spare inner duct does not exist, ACS-ANC shall install an inner duct in a spare ACS-ANC conduit. KMC DATA shall pay all of ACS-ANC's costs for this work within thirty (30) days of receipt of the invoice. The Make Ready Work process of Section 2 shall govern the installation of such inner duct, that is, if ACS-ANC cannot complete the work in a timely manner as reasonably determined by KMC DATA, then KMC DATA may cause ACS-ANC to contract the work out to better meet their time needs.
- 2.5.7** Neither Party shall attach, or permit other entities to attach facilities on existing facilities of the other without the other Party's prior written consent. Such consent will not be unreasonably withheld if the requested use is to facilitate use of the ROW by ACS-ANC or any other Party on a temporary basis until such reasonable time as the ROW can be expanded.
- 2.5.8** KMC DATA acknowledges that, from time to time, it may be necessary or desirable for ACS-ANC to change out Poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by ACS-ANC's business needs or by factors outside of ACS-ANC's control, such as the decision by a municipality to widen streets or authorized application of another entity seeking access to ACS-ANC's Poles or conduit systems. KMC DATA agrees that KMC DATA will, upon ACS-ANC's request and at ACS-ANC's expense, but at no cost to KMC DATA so long as no additional cost is incurred by ACS-ANC as a result of KMC DATA being attached, participate with ACS-ANC (and other licensees) in the relocation, reconstruction, or modification of ACS-ANC's conduit system or facilities rearrangement.

**2.6 Sharing of Right of Way**

ACS-ANC shall offer the use of such ROW it has obtained from a third party to KMC DATA, to the extent that ACS-ANC owns or controls the ROW, or to the extent the agreement with the third party reasonably permits ACS-ANC to grant such access to KMC DATA.

**2.7 Emergency Situations**

Within fifteen (15) business days after the Approval Date of this contract, ACS-ANC and KMC DATA shall mutually agree on a non-discriminatory priority method to access ACS-ANC manholes and conduits in emergency situations.

**2.8 Attachment Fees**

KMC DATA shall pay ACS-ANC an Attachment fee consistent with the Act, the FCC's implementing rules and regulations promulgated thereunder, and/or any relevant state Commission order, for each ACS-ANC facility upon which KMC DATA obtains authorization to place an Attachment. The Parties agree that any new FCC rules and regulations setting forth a new methodology for determining the Attachment fee shall govern the establishment of the pricing of Attachments.

**2.8.1** ACS-ANC shall maintain an inventory of the ACS-ANC facilities occupied by KMC DATA based upon the cumulative facilities specified in all Attachment Requests approved in accordance with this section. KMC DATA shall provide ACS-ANC with "as built" drawings after each Attachment is completed. KMC DATA shall have the right to remove any Attachment at any time, and it shall be KMC DATA's sole responsibility to notify ACS-ANC of any and all removals by KMC DATA of its Attachments from ACS-ANC's facilities. Such notice shall be provided to ACS-ANC at least thirty (30) calendar days prior to the removal of the Attachment and shall take the form of a notice of removal. KMC DATA shall remain liable for an Attachment fee for each ACS-ANC facility included in all approved Attachment Requests until a notice of removal has been received by ACS-ANC or KMC DATA cancels an Attachment pursuant to Section 2.13. ACS-ANC may, at its option, conduct a physical inventory of the Attachments for purposes of determining the Attachment fees to be paid by KMC DATA under this Section 2.

**2.9 Additions and Modifications to Existing Attachments**

**2.9.1** KMC DATA shall not modify, add to or replace facilities on any pre-existing Attachment without first notifying ACS-ANC in writing of the intended modification, addition or replacement at least thirty (30) calendar days prior to the date the activity is scheduled to begin. The required notification shall include:

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

- a. identification of the impacted Attachment
- b. the date the activity is scheduled to begin
- c. a description of the planned modification, addition or replacement
- d. a representation that the modification, addition or replacement will not require any space other than the space previously designated for KMC DATA's Attachments, and
- e. a representation that the modification, addition or replacement will not impair the structural integrity of the facilities involved. In the event of any modifications to KMC DATA facilities on a pole or in a conduit system by ACS-ANC, ACS-ANC will notify KMC DATA promptly once they determine the work is necessary, but in no case no less than five (5) business days in advance of the said work commencing.

**2.9.2** If the modification, addition or replacement specified by KMC DATA in its notice will require more space than that currently allocated to KMC DATA or will require the reinforcement, replacement or an addition of support equipment to the facilities involved in order to accommodate KMC DATA's modification, addition or replacement, KMC DATA will submit an Attachment Request in compliance with Section 2.3 in order to obtain authorization for the modification, addition or replacement of its facilities.

## **2.10 Noncompliance**

**2.10.1** If, at any time, ACS-ANC determines that KMC DATA's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Section, ACS-ANC may send a written notice to KMC DATA specifying the alleged noncompliance. If KMC DATA does not dispute ACS-ANC's assertion in writing within thirty (30) calendar days of receipt thereof, KMC DATA will, within sixty (60) calendar days of receipt of the notice of noncompliance, provide ACS-ANC with a schedule for bringing KMC DATA's facilities into compliance (which schedule shall be subject to ACS-ANC's agreement, which agreement shall not be unreasonably withheld) and shall bring such facilities into compliance within the time periods specified in such schedule. If the schedule can not be agreed to within ten (10) business days, the issue will be resolved through the Dispute Resolution Procedure.

**2.10.2** If KMC DATA disputes ACS-ANC's assertion of noncompliance, KMC DATA shall notify ACS-ANC of the basis of KMC DATA's belief that KMC DATA's facilities are compliant. If the Parties are unable to agree on whether a noncompliance exists within thirty (30) calendar days of receipt of the

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

noncompliance notice by KMC DATA, then the issue shall be resolved pursuant to the Dispute Resolution Procedures.

## **2.11 Surveys and Inspections of Attachments**

**2.11.1** The exact location of Attachments on or in ACS-ANC's facilities may be determined through a survey. If so requested, KMC DATA and/or any other entity owning or jointly owning the facilities with ACS-ANC may participate in the survey.

**2.11.2** Apart from surveys conducted in accordance with Section 2.11.1 above, ACS-ANC shall have the right to inspect any Attachment on or in ACS-ANC's facilities as conditions may warrant. No joint survey or inspection by ACS-ANC shall operate to relieve KMC DATA of any responsibility, obligation or liability assumed under this Agreement.

## **2.12 Notice of Modification or Alteration of Poles, Ducts, Conduits, or Other ROW by ACS-ANC**

If ACS-ANC plans to modify or alter any ACS-ANC facilities upon which KMC DATA has Attachments, ACS-ANC shall provide KMC DATA notice of the proposed modification or alteration at least sixty (60) calendar days prior to the time the proposed modification or alteration is scheduled to take place. If KMC DATA decides not to modify or add to its existing Attachment, KMC DATA shall participate at no cost in such modification and rearrangement. If KMC DATA adds to or modifies its facilities KMC DATA shall be charged its proportionate share of the reasonable costs incurred by ACS-ANC for such modification or rearrangement. KMC DATA shall make all rearrangements of its facilities within such period of time, which shall not be less than sixty (60) calendar days, as is jointly determined to be reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an KMC DATA customer.

## **2.13 Termination of Section 3 or An Individual Attachment by KMC DATA**

**2.13.1** This Section 2 may be terminated by KMC DATA any time prior to the expiration of its term by providing written notice to ACS-ANC of its intent to terminate not less than ninety (90) calendar days prior to the date such termination is to become effective. Within one hundred twenty (120) calendar days after the date this Section 2 is terminated, KMC DATA shall cause all of its Attachments to be removed from all of ACS-ANC's Rights of Way. In the event KMC DATA fails to remove its Attachments as required by this Section 2, ACS-ANC shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere or dispose of them at the expense of and for the account of KMC

RECEIVED

MAR 24 2005

PART C – Attachment V  
Rights of Way, Conduits, Pole Attachments

State of Alaska  
Regulatory Commission of Alaska

DATA without ACS-ANC being deemed guilty of trespass or conversion, and without ACS-ANC becoming liable for any loss or damages to KMC DATA occasioned thereby.

**2.13.2** ACS-ANC may terminate, at any time, an Attachment under this Agreement upon thirty (30) calendar days in connection with any taking or condemnation of property on which such Attachment is located by a competent authority for any public use or purpose.

#### **2.14 Abandonment**

Nothing in this Agreement shall prevent or be construed to prevent ACS-ANC from abandoning, selling, assigning or otherwise disposing of any Poles, conduit systems, or other ACS-ANC property used for Attachments, provided, however, that ACS-ANC shall condition any such sale, assignment or other disposition subject to the rights granted to KMC DATA pursuant to this Agreement. ACS-ANC shall promptly notify KMC DATA of any proposed sale, assignment or other disposition of any facilities or other ACS-ANC property used for KMC DATA's Attachments.

#### **2.15 Dispute Resolution Procedures**

If either Party has declared the other in default of any provisions of this Attachment VI, or has otherwise notified the other Party that it is not in compliance with the terms of this Section 2, either Party may invoke the Dispute Resolution Procedures, described in Section 22 of this Agreement. In the event either Party invokes the Dispute Resolution Procedures as provided in this Agreement, ACS-ANC will continue to process Attachment Requests pursuant to this Section 2.

**PART C – ATTACHMENT VI**

**LOCAL NUMBER PORTABILITY**

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

***Section 1 ACS-ANC Provision of Local Number Portability***

ACS-ANC shall provide Local Number Portability (LNP) in accordance with requirements of the Act and FCC Rules and Regulations. LNP shall be provided through the use of a Local Routing Number (LRN) database solution, implemented by the Approval Date of this Agreement or upon entry by KMC DATA into local competition in the ACS-ANC service area, whichever is later.

**PART C – ATTACHMENT VII**

RECEIVED

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska

**GENERAL BUSINESS REQUIREMENTS**

***Section 1 Procedures***

- 1.1 ACS-ANC shall bill KMC DATA for each service supplied by ACS-ANC to KMC DATA pursuant to this Agreement at the rates set forth in this Agreement. KMC DATA shall bill ACS-ANC for each service supplied by KMC DATA to ACS-ANC pursuant to this Agreement at the rates set forth in this Agreement. The bill will be transmitted electronically unless otherwise approved by the billed party. The bill shall contain sufficient detail so that the data can be manipulated and sorted, and summarized by billing codes.
- 1.2 ACS-ANC and KMC DATA shall provide a contact for billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 1.3 Subject to the terms of this Agreement KMC DATA and ACS-ANC shall pay invoices within thirty (30) days from the date the invoice is issued. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

***Section 2 Revenue Protection***

ACS-ANC and KMC DATA shall make available, at parity with what ACS-ANC or KMC DATA provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements or Unbundled Network Elements.

***Section 3 Provision of Subscriber Usage Data***

This Section sets forth the terms and conditions for the provision of Recorded Usage Data. Usage data will be provided only to the extent that ACS-ANC bills KMC DATA for the usage and normally records that usage for its own use.

***Section 4 Procedures***

**4.1 General**

ACS-ANC shall record and provide to KMC DATA all usage originating from KMC DATA subscribers using service ordered by KMC DATA, where ACS-ANC bills KMC DATA for the usage and records those same services for ACS-ANC subscribers.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska**4.2 Retention of Records:**

ACS-ANC and KMC DATA shall, to the extent technically feasible, record call detail associated with each call originated or terminated using interconnection trunks. ACS-ANC and KMC DATA shall maintain a machine readable back-up copy of the message detail provided to the other party for a period of at least 2 years. During this period, either party shall provide any data back-up to the other upon the request and with concurrence to pay time and materials to produce the data and deliver it.

**4.3 Recorded Usage Data**

**4.3.1** ACS-ANC shall provide Recorded Usage Data to KMC DATA on a schedule agreed to by the parties. In an emergency, the parties will work together to provide specific recorded usage within two business days of the request.

**4.3.2** KMC DATA shall provide a contact responsible for receiving usage transmitted by ACS-ANC and receiving usage tapes from a courier service in the event of a facility outage.

**4.4 Lost Data**

KMC DATA Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by ACS-ANC in its performance of the recording function shall be recovered by ACS-ANC, on a non-discriminatory basis, at no additional charge to KMC DATA to the extent it is recovered as part of ACS-ANC's normal recovery operations. For usage data that KMC DATA relies on to bill its end users, ACS-ANC will not bill if the data is recovered and transmitted to KMC DATA more than three months after the usage occurs. For all other data, ACS-ANC will not bill if the data is recovered more than one year after usage occurs.

**4.5 Testing, Changes and Controls**

The Recorded Usage Data, EMR/EMI format, content, and transmission process shall be tested as agreed upon by KMC DATA and ACS-ANC.

**4.6 Periodic Review:** Control procedures for all usage transferred between ACS-ANC and KMC DATA will allow periodic review. This review may be included as part of an Audit or examination of ACS-ANC or KMC DATA or as part of the normal production interface management function. Problems that impact the flow of usage between ACS-ANC and KMC DATA must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by KMC DATA and ACS-ANC.

MAR 24 2005

State of Alaska  
Regulatory Commission of Alaska**4.7 Software Changes**

- 4.7.1** When ACS-ANC or KMC DATA plans to introduce any software changes which impact the format, content, schedule, or structure of exchanged usage data the other party shall be notified no less than thirty (30) calendar days before such changes are implemented. For major changes, the other party shall be notified no less than three (3) calendar months before such change is implemented. If KMC DATA believes that a particular change will have a material and adverse impact on its ability to exercise its rights under this agreement KMC DATA may invoke the Dispute Resolution process described in Section 23 of Part A of this agreement. ACS-ANC will not proceed with the change until the ADR has completed.
- 4.7.2** ACS-ANC and KMC DATA shall communicate the projected changes to the data exchange contact so that potential impacts on processing can be determined.
- 4.7.3** The parties shall review the impact of the change on the entire control structure. The parties shall negotiate any perceived problems and shall arrange to have the data tested utilizing the modified software if required.

**4.8 KMC DATA Requested Changes**

- 4.8.1** KMC DATA may submit a purchase order to negotiate and pay for initial direct and future maintenance costs, if any, associated with changes in the content and format of the usage data transmitted by ACS-ANC.
- 4.8.2** When the negotiated changes are to be implemented, KMC DATA and/or ACS-ANC shall arrange for testing of the modified data.

**4.9 Information Exchange and Interfaces****4.9.1 Rejected Recorded Usage Data**

Upon agreement between the parties that messages sent to KMC DATA contain invalid data, rendering the message incapable of being billed, the messages may be returned to ACS-ANC in their original EMR/EMI format. Standard EMR/EMI return codes shall be utilized. ACS-ANC may correct the message and submit it to KMC DATA provided that the time period associated with Lost Data has not lapsed.