

STATE OF ALASKA

DEPARTMENT OF COMMERCE
COMMUNITY AND ECONOMIC DEVELOPMENT
REGULATORY COMMISSION OF ALASKA

FRANK H. MURKOWSKI, GOVERNOR

701 WEST EIGHTH AVENUE, SUITE 300
ANCHORAGE, ALASKA 99501-3469
PHONE: (907) 276-6222
FAX: (907) 276-0160
TTY: (907) 276-4533
WEBSITE: www.state.ak.us/rca/

November 22, 2006

In reply refer to: Tariff Section
File: U-06-100

F. W. Hitz, III
Director, Rates & Tariffs
GCI Communication Corp.
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503-2781

Dear Mr. Hitz:

Pursuant to Order No. 2 in Docket U-06-100, enclosed is a validated copy of the Resale and Facilities Interconnection Agreement between GCI Communication Corp. d/b/a General Communication, Inc. d/b/a GCI and the City of Ketchikan d/b/a Ketchikan Public Utilities Telephone Division, filed on August 21, 2006. The effective date of the Agreement is November 14, 2006. A copy of the validated Agreement has also been sent to Heather Grahame, Attorney for Ketchikan Public Utilities Telephone Division.

Please note that a reference to Order No. U-06-100(2) and the effective date have been added to each page of the Agreement.

Sincerely,

REGULATORY COMMISSION OF ALASKA



Mary J. Vittone
Chief, Tariff Section

Enclosures

cc: Heather Grahame
Dorsey & Whitney, LLP
Attorney for City of Ketchikan
1031 W. 4th Avenue, Suite 600
Anchorage, AK 99501



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RESALE AND FACILITIES INTERCONNECTION AGREEMENT

**TERMS AND CONDITIONS FOR FACILITIES
INTERCONNECTION,
AND RESALE OF TELECOMMUNICATION SERVICES
BETWEEN
CITY OF KETCHIKAN d/b/a KETCHIKAN PUBLIC UTILITIES
TELEPHONE DIVISION
AND
GENERAL COMMUNICATION, INC.
FOR THE STATE OF ALASKA**

June 28, 2006

Pursuant to U-06-100(2)

Interconnection Agreement Between
General Communications, Inc. and
Ketchikan Public Utilities Telephone Division

Effective November 14,
2006

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Section 1 - General Terms

This Interconnection and Resale Agreement (the "Agreement"), is effective the ___ day of _____, by and between this GCI Communication Corp. ("GCICC or GCI"), an Alaska Corporation, and the City of Ketchikan d/b/a Ketchikan Public Utilities Telephone Division ("KPU") an Alaskan Municipality, to establish the rates, terms and conditions for local interconnection, number portability, dialing parity, access to rights of way, local resale, and collocation, (individually referred to as the "service" or collectively as the "services").

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

WHEREAS, GCI wishes to purchase Telecommunications Services for resale to others, and KPU will provide such service; and

WHEREAS, GCI wishes to purchase services and functions for the provision of its Telecommunications Services to others, and KPU will provide such services; and

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

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

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

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Section 2 - Interpretation and Construction

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

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

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

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

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

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Section 3 - New Customer Information

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

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

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

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

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Section 4 - Definitions

- 4.1 Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.
- 4.2 For any term which is not defined in this Section 4.0 or elsewhere in this Agreement, the term shall have the meaning and the definitions as typically used within the telecommunications industry, such as those defined by the American National Standards Institute (ANSI), Bellcore and CCITT (Consultative Committee on International Telegraphy and Telephony).

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

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

“Activity Types” See OSS Activity Types.

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

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

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

“After Hours” refers to work requested by GCI any time outside of KPU’s regular business hours. See Also Premium Hours.

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

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

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competent jurisdiction reviewing the regulations, rules, or orders of the FCC, the City of Ketchikan or the Commission.

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

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

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

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

“Basic Exchange Telecommunications Service” means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as E911, directory assistance and operator services.

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

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

“Business Day(s)” means the day(s) of the week excluding Saturdays, Sundays, and all KPU recognized holidays.

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

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“Carrier” or **“Common Carrier”** See Telecommunications Carrier.

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

“Central Office Switch” means a Switch used to provide Telecommunications Services.

“End Office Switches” are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks.

“Collocation” is an arrangement where KPU provides space in or upon KPU Premises for the placement of GCI’s equipment to be used for the purpose of Interconnection or access to KPU.

“Collocation Space” is used to mean the provision of space for GCI’s telecommunications equipment on KPU’s premises for the purpose of Interconnection or access to KPU.

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

“Commission” means the Regulatory Commission of Alaska.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Directory Listings” or **“Listings”** are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscribers’ telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications

Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

“Disconnect” means the termination of an existing subscriber’s service.

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

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

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

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

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

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

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

“Enhanced 911” or **“E911”** shall have the meaning set forth in Section 10.2.

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

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

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

“FCC” means the Federal Communications Commission.

“Firm Order Confirmation” (FOC) is the documentation that provides the due date KPU has assigned to the order.

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

“ICB” means Individual Case Basis.

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

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

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

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

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

“Interexchange Carrier” or **“IXC”** means a Carrier that provides Interstate or Intrastate Toll services.

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

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

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

“Letter of Agency” shall be as defined in Section 5.3.

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

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

“Local Access Transport Area” or **“LATA”** is as defined in the Act.

“Local Calling Area” is as defined by the Commission.

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

“Local Exchange Routing Guide” or **“LERG”** means a Telcordia Technologies Reference Document used by LECs and IXC’s to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

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

“Local Interconnection Service” or **“LIS”** is the KPU product name for its provision of Interconnection as described in Section 7 of this Agreement.

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“Local Number Portability” or **“LNP”** shall have the meaning set forth in Section 10.

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

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

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

“Master Street Address Guide” or **“MSAG”** is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of E911 calls.

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

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

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

“National Emergency Number Association” or **“NENA”** is an association which fosters the technological advancement, availability and implementation of E911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

“Network Interface Device” or **“NID”** is a Network Element (including all of its features, functions and capabilities) that includes any means of Interconnection of End

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User Customer premises wiring to KPU's distribution plant, such as a cross connect device used for that purpose.

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

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

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

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

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

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

"Operational Support Systems" or **"OSS"** provides for the functions of preordering, ordering, provisioning, maintenance and repair and billing.

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

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

"Packet Based Loop" shall have the meaning set forth in Section 9.

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

"Party" means either KPU or GCI and **"Parties"** means KPU and GCI.

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

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

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

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

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

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

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

"POTS" means plain old telephone service.

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

"Premium Hours" refers to work requested by GCI on any KPU holiday.

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

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

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

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

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

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

"SDP" See Session Description Protocol.

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

"Service Categories" include Simple and Complex.

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

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

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

"SIP" See Session Initiation Protocol.

"Session Initiation Protocol – (SIP)" is a standard signaling protocol for setting up telephone calls, multimedia conferencing, presence, events notification, instant messaging and other real-time communications over IP-based network. SIP relies on Session Description Protocol – (SDP)

"Session Description Protocol (SDP)" is intended for the description of multimedia sessions over IP-based networks. SDP is used for session announcement, session invitation, and other forms of session initiation.

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

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- 1) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and
- 2) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

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

“SPOC” See Single Point of Contact.

“Switch” See Central Office Switch.

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

“Tariff” as used throughout this Agreement refers to KPU interstate Tariffs and state Tariffs, price lists, and price schedules.

“TBD” means To Be Determined.

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

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

“Telecommunications Carrier” means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing

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Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

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

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

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

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

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

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

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

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

“Wire Center” denotes a building or space within a building that serves as an aggregation point on a given Carrier’s network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more

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Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

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

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Section 5 - General Terms and Conditions

5.1 General Provisions

5.1.1 Scope of this Agreement

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

5.1.2 Notice of Network Changes

KPU shall provide Notice of Network Changes in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations in the manner prescribed in this Section 5.12. Notice of Network Changes related to KPU's switch migration, pursuant to the switch migration plan and proposed schedule furnished to GCI, shall be exempt from this section. In order to avoid customer service impact, KPU will provide as much notice as possible for Network Changes attributable to its switch migration.

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

5.1.4 Intentionally Left Blank

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

5.2 Term of Agreement

5.2.1 This agreement shall be deemed effective upon the Commission's Approval Date of this agreement. No order or request for services under this Agreement shall be processed, with the exception of noncommercial testing, until

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this Agreement is so approved unless otherwise agreed to, in writing by the parties or as may be allowed by Commission order.

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

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

5.3 Letter of Agency (LOA)

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

5.4 Payment

5.4.1 KPU shall issue and provide all invoices in accordance with KPU's regular procedures and billing systems. GCI agrees to pay all undisputed charges due and owing under this Agreement within twenty-five (25) days of the invoice date in immediately available funds (the "Payment Due Date"). If the Payment Due Date falls on a Sunday or on a Holiday, which is observed on Monday, the Payment Due Date shall be the first business day following such Sunday or Holiday. If the Payment Due Date falls on a Saturday or a Holiday which is

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observed on a Tuesday, Wednesday, Thursday, or Friday, the Payment Due Date shall be the last business day preceding such Saturday or Holiday. If payment of undisputed amounts is not received by the Payment Due Date, past-due amounts will be subject to late payment charges as set-forth in Section 5.4.7 below.

5.4.2 KPU may discontinue processing orders for the failure of GCI to make full payment for the relevant services, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar days following the Payment Due Date. KPU will notify GCI in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If KPU does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and GCI's non-compliance continues, nothing contained herein shall preclude KPU's right to refuse to accept additional orders for the relevant services from GCI without further notice. For order processing to resume, GCI will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, KPU may require a deposit (or additional deposit) from GCI, pursuant to this Section. In addition to other remedies that may be available at law or equity, KPU reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 KPU may disconnect any and all relevant services for failure by GCI to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within ninety (90) calendar days following the Payment Due Date. GCI will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. KPU will notify GCI at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If KPU does not disconnect GCI's service(s) on the date specified in the ten (10) business days notice, and GCI's noncompliance continues, nothing contained herein shall preclude KPU's right to disconnect any or all relevant services of GCI without further notice. For reconnection of the non-paid service to occur, GCI will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, KPU will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.6 from GCI, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should GCI dispute, in good faith, any portion of the nonrecurring charges or monthly billing under this Agreement, GCI will notify KPU in writing

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no later than the payment due date identifying the amount, reason and rationale of such dispute. At a minimum, GCI shall pay all undisputed amounts due. KPU agrees to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies.

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

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

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

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

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terms and conditions acceptable to KPU, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) calendar days after demand by KPU.

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

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

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

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

5.5 Taxes

5.5.1 Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other party. For example, each party shall bear the City's PSAP E911 charge for its customers. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

5.6 Insurance

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

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Commercial General Liability - \$10 Million per combined single limit applying occurrence to bodily injury and property damage.

Worker's Compensation Insurance - Statutory

Employers' Liability - \$1 Million

Automotive Liability - \$1 Million per occurrence

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

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

5.6.3 Each policy shall contain a waiver of subrogation clause.

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

5.7 Force Majeure

5.7.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, volcano eruptions, earthquakes, mud slides, avalanches, tsunami, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 5.7 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's specific obligation(s) under this Agreement, the due date for the performance of such original obligation(s) shall

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be extended by a term equal to the time lost by reason of the delay, but such extension shall not work to extend the then current term of this Agreement. In the event of such delay, the delaying party shall provide prompt notice to the other party of the force majeure event, the probable delay, and the arrangements for performance.

5.8 Limitation of Liability

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

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

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

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

5.9 Indemnity

5.9.1 To the extent not prohibited by law, each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement or any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim"): (i) based upon injuries or damage or death to any person or property or the environment arising out of or in connection with this Agreement including but not limited to collocation; that are the result of or arising out of such Indemnifying Party's actions or omissions, including negligence or willful acts, breach of Applicable Law, or breach of

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representations or covenants made in this Agreement, or the actions, breach of Applicable Law or of this Agreement by its officers, directors, employees, agents and subcontractors, or (ii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from the Indemnifying Party's or the Indemnifying Party's Customer's use of the Ancillary Functions, Combinations, Local Services or other services provided under this Agreement.

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

5.9.3 Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of the Indemnifying Party's subscribers for nonpayment.

5.10 Intellectual Property Rights

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

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within this agreement. Any costs, fees, or expenses associated with obtaining and use of the license is to be borne by the party receiving the service.

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

5.11 Warranties

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

5.12 Assignment and Subcontract

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

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

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar Days after written

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notice thereof, either Party may either seek relief in accordance with the Dispute Resolution provision of this Agreement or pursue other legal options to collect. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect .

5.14 Disclaimer of Agency

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

5.15 Severability

5.15.1 Subject to Section 5.25 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason by a regulatory agency or court having jurisdiction, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

5.16 Nondisclosure

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

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written confirmation that the Receiving Party understands that the material is Proprietary Information. The Disclosing Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification to the Receiving Party within thirty (30) Days after the information is disclosed. The Receiving Party shall from that time forward, treat such information as Proprietary Information.

5.16.1.1 The parties recognize that KPU is subject to public records laws. If KPU is requested to disclose GCI confidential information under these laws, it will notify GCI before disclosure and will not grant the request without GCI approval, which shall not be unreasonably withheld. If KPU is presented with a "Freedom of Information Act" ("FOIA") request, this requested release of information cannot be subject to GCI prior or post approval, provided that such disclosure is restricted to non-technical information and only to the extent required to be disclosed by law and in no case greater than such request. KPU's attorney will make the unilateral determination if the request is valid.

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

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

5.16.4 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition, either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under

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or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of Interstate services that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

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

5.16.6 The Parties agree that a Disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by a Receiving Party or its representatives and the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

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

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

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

5.16.8.2 Upon the specific order of the Commission, a Receiving Party may provide the forecast information that a Disclosing Party has made available to the Receiving Party under this Agreement, provided that the Receiving Party shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information

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pending any applicable Commission procedures and further provided that the Receiving Party provides such notice as the Commission directs to the Disclosing Party, in order to allow it to prosecute such procedures to their completion.

5.17 Survival

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

5.18 Dispute Resolution

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

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

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

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

5.18.5 Dispute Escalation

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

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

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

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

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

5.18.6 Standing Mediator/Arbitrator

5.18.6.1 To ensure that disputes are resolved expeditiously, the parties agree to appoint a standing arbitrator within 30 working days after approval of this contract by the Regulatory Commission of Alaska (RCA).

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The parties shall attempt to reach agreement regarding the appointment of a standing arbitrator. In the event the parties cannot reach agreement, each Party will submit two names to the Chair of the RCA who shall select an arbitrator from among the submitted names. Either party may seek the replacement of the standing arbitrator upon a showing of good cause.

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

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

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

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

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

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

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

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

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

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

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

5.18.6.6 No Unilateral Changes During the course of dispute resolution process described herein, neither Party may unilaterally impose new changes in processes or procedures on the other for the specific issue in dispute. Both parties must continue to perform services and functions during the course of the dispute resolution process. If the dispute involves payment of money, neither Party is required to escrow or pay the disputed amount until the arbitrator issues a written award. The prevailing Party shall be entitled to an award of interest as calculated in accordance with the statutory rate in AS 09.30.070 on the amount that the Commission approves.

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

5.21 Responsibility for Environmental Contamination

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

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

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

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any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect GCI equipment or operations, including, but not limited to, contamination of equipment.

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

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

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

5.22 Notices

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

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To GCI

Name: Frederick W. Hitz, III
Title: VP, Regulatory, Finance, and Economics
Address: 2550 Denali Street, Suite 1000
Anchorage, AK 99503

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

To KPU

Name: Karl Amylon
Title: City Manager
Address: 2930 Tongass Avenue
Ketchikan, Alaska 99901

Name: Van Abbott
Title: Manager, Telecommunications Division
Address: 2930 Tongass Avenue
Ketchikan, Alaska 99901

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

5.23 Responsibility of Each Party

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

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property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.24 No Third Party Beneficiaries

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

5.25 Regulatory Approvals

5.25.1 This Agreement, and any amendment, modification, or material clarification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event that the Commission or any court or regulatory agency of competent jurisdiction rejects any provision of this Agreement, the Parties shall negotiate promptly and in good faith revisions as may reasonably be required to achieve approval of the Agreement.

5.25.2 In the event that a regulatory agency or court of competent jurisdiction (a) finds that the terms of this Agreement are inconsistent in one or more material respects with applicable federal or state law or any applicable rules, regulations, or orders, or (b) alters or preempts the effect of this Agreement, then, once such decision is final and no longer subject to administrative or judicial review, the Parties immediately shall commence good faith negotiations to conform this Agreement to the terms of such decision or to the terms of the subject federal or state law or applicable rules, regulations, or orders.

5.26 Intentionally Left Blank

5.27 Implementation Team

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

5.27.2 In establishing this Team the parties recognize that technical and operational coordination between the parties will be required to implement the arrangements and provisions of services established by this agreement. The parties further recognize that the many technical and operational processes and procedures cannot be fully anticipated or resolved in advance of actual interconnection; and that, for many reasons, including the possible need to address interconnection with other interconnecting carriers, the processes and procedures employed may change over time and the need for new processes and procedures identified. The parties further recognize that they have a common

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interest in implementing this agreement in a practical and efficient manner, and in establishing a process for this purpose

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

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

- a) Processes and procedures related to Section 3, New Customer Questionnaire
- b) Processes and procedures related to Section 6 Resale, including Processes for coordination of PIC changes, LNP, and LIDB
- c) Processes and procedures related to Section 7 Interconnection including joint systems readiness and operational readiness plans; the administration and maintenance of the interconnecting networks and disaster recovery;
- d) Processes and procedures related to Section 8 Collocation ordering and provisioning processes "conditioning and provisioning of collocation space and maintenance of collocated equipment";
- e) Processes and procedures related to Section 9 Unbundled Network Elements including Local Loop and Operational Support Systems;
- f) Processes and Procedures related to Section 10 Local Number Portability; E911; and Pole Attachment, Duct and Conduit Systems, and ROW ordering and provisioning processes; to Poles, Ducts, Conduits and Rights of Way;
- g) Processes and Procedures related to Section 12 OSS, including access to Operations Support Systems interfaces and data; service

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pre-ordering, ordering, provisioning, billing, maintenance and repair activities associated with services provided under this Agreement;

- h) Processes and Procedures related to Section 14 Dialing Parity including the ordering and provisioning of appropriate switch translations as described in Section 14;
- i) Identification of single points of contact for ordering, provisioning, billing and maintenance;
- j) Appropriate testing of services, equipment, facilities, physical access and network security procedures;
- k) Process and Procedures for application of Exhibit A line items.

5.27.5 SPOC Inquiry

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

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

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

5.28 Amendments

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

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

5.30 Joint Work Product

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

5.31 Parity of Service

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

5.32 Audits and Examinations

5.32.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party may perform audits no more frequently than one (1) in each twelve (12) month period.

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

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

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

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

5.33 Intentionally Left Blank

5.34 Remedies

5.34.1 In addition to any other rights or remedies, to the extent permitted by applicable law, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance.

5.34.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

5.35 Waivers

5.35.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

5.35.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

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

5.36 Headings Not Controlling

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

5.37 Counterparts

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

5.38 Successors and Assigns

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

5.39 Compliance

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

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Section 6 - Resale

6.1 Telecommunications Services Provided for Resale

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

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

6.2 General Terms and Conditions

6.2.1 Pricing

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

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

6.2.1.3 Services available for resale are subject to all tariff restrictions.

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

6.2.1.5 GCI agrees to pay KPU and KPU agrees to pay GCI when its respective End User Customer activates any services or features that are

billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount shown in Exhibit A. With respect to all such charges, both parties shall provide the other with sufficient information to enable it to bill its End User Customers.

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

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

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

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

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

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

6.2.3 Neither Party shall resell:

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

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

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

6.2.4 Intentionally Left Blank

6.2.5 Voice messaging service is available for resale at the retail rate with no wholesale discount. GCI recognizes that KPU is migrating its Voice messaging service from the existing Nortel platform to the Tekelec T6000 platform. Feature sets may be different and availability restricted due to the migration. Enhanced Services and information services, other than voice messaging, are not available for resale.

6.2.6 Grandfathered Services

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

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

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

6.2.7 Intentionally Left Blank

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

6.2.9 Contract Service Arrangements, Special Arrangements, and Promotions

6.2.9.1 Both Parties shall offer for resale with the wholesale discount all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract

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Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) days, all in accordance with local ordinance, the Act, FCC, Regulations, and tariffs.

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

6.3 Facilities

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

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

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

6.4 Notices

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

6.5 Responsibilities of the Parties

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

6.5.2 Intentionally Left Blank

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

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Interstate and Intrastate toll PIC change requests and GCI shall disclaim any liability for KPU's improper Interstate and Intrastate toll PIC change requests.

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

6.5.5 A Subscriber Line Charge (SLC), Local Number Portability Charge, Network Access Fee (NAF), City imposed E911 charge or any subsequent federal or state mandated charge to End User Customers, will to be paid by the purchasing carrier without discount for each local exchange line resold under this Agreement. The City imposed E911 charge and any other City charge will be paid by the purchasing carrier directly to the City. All federal and state rules and regulations associated with SLC or LNP as found in the applicable Tariffs also apply.

6.6 Branding

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

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

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

6.7 Intercept Treatment and Transfer Service Announcements

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

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

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

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

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Section 7 - Interconnection

7.1 Interconnection

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

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

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

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

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7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. GCI shall establish at least one (1) physical Point of Interconnection in KPU territory. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: (1) a DS1 or DS3 facility provided by KPU or other party; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) an Internet Protocol ("IP") solution on mutually agreed upon facilities.

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

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

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

7.1.2.4 GCI will have the option of interconnecting with KPU using either TDM or IP technology. GCI recognizes that interconnection using IP technology is the preferred method and will test IP based interconnection with KPU. Any IP trunking methodology must be functionally equivalent to TDM trunking using SS7 signaling before it can be considered a viable means of interconnection.

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

7.2 Exchange of Traffic

7.2.1 Description

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

7.2.1.2 The traffic exchanged under this Agreement includes Exchange Service traffic and Exchange Access traffic.

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

7.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service traffic may occur in several ways:

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

7.2.2.2 Transport and Termination of Exchange Access Traffic

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

7.2.2.3 Signaling Options

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

7.2.2.3.2 SIP Protocol. SIP protocol is available for LIS trunks provisioned on an IP basis

7.2.2.4 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry Switch receives answer supervision from the called End User Customer's End Office Switch indicating the called End User Customer has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry Switch receives disconnect supervision from either the called End User Customer's End Office Switch, indicating the called End User Customer has disconnected, or GCI's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly

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referred to as "conversation time." KPU will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by End Office Switch and rounded to the nearest whole minute. Minutes of use are only applied where the parties agree to bill by reciprocal compensation, rather than bill and keep.

7.2.2.5 LIS Forecasting

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

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

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

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

7.2.2.5.5 LIS Forecasting and trunking adjustments. Each Party is responsible for sizing trunk groups to carry traffic from its end

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users to the other Party. If a trunk group has excess capacity for more than two DS1s for over four months, a Party may contact the responsible Party and request that the trunk group size be reduced within 60 days.

7.2.2.5.6 Joint planning meetings will be used to bring clarity to the process. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. KPU and GCI shall provide a report reflecting current blocking of local direct and alternate trunk groups. The information is Proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning. Subject to the Freedom of Information Act procedures governing the City of Ketchikan, Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in these subsections.

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

7.2.2.6 Trunking Requirements

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

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

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

7.2.2.6.4 TDM Trunk group connections will be made in increments of no less than a DS1. Operator Service, Directory Assistance, and other N11 trunk groups may be made below a DS1 level, as negotiated.

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

7.3 Intercarrier Compensation: Reciprocal Compensation/Bill and Keep

7.3.1 Exchange Service: Interconnection traffic shall be carried on a bill and keep basis.

7.4 Ordering

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

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

7.4.3 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) calendar Days after the Service Date, the provider has the following options: a) The order will be canceled; cancellation charges as noted in this section apply unless mutually agreed to by the Parties.

- a) Billing for the service will commence.
- b) In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st calendar Day beyond the Service Date.

7.5 Local Interconnection Data Exchange for Billing

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

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

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

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

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Section 8 - Collocation

8.1 Introduction

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

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

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

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

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

8.1.1.5 GCI may request any form of collocation described in this section. The parties anticipate that collocation will be either virtual or adjacent. Applicable rates for virtual and adjacent collocation are contained in Exhibit A. GCI and KPU will negotiate the rates for physical collocation upon request.

8.1.2 Unrestricted, twenty-four (24) hours a day, seven (7) days a week access will be provided to any physical or adjacent collocation space. GCI shall call and notify KPU's NOC when GCI determines access to virtual collocation space or KPU's facilities is necessary. GCI shall be restricted to corridors, stairways, and elevators that provide direct access to GCI's space, or to the nearest restroom facility from GCI's designated space, and such direct access will be outlined during GCI's orientation meeting. Access shall not be permitted to any other portion of the building. GCI personnel, including contractors, are subject to trespass violations if they are found outside of designated and approved areas or if

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they provide access to unauthorized individuals. GCI must relinquish security access if not currently leasing another Collocation site in the same Wire Center when verification of equipment removal is completed. Security access will be terminated within thirty (30) calendar Days of receipt of an accepted Collocation Termination Application, unless alternative arrangements have been agreed to by KPU.

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

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

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

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

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

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

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

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

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scheduled inspection time, KPU may conduct the inspection in GCI's absence. Charges for QA are shown in Exhibit A.

8.1.11 Joint Testing. At the time GCI requests collocation, GCI may request KPU to participate in joint testing of GCI cable terminations on the appropriate KPU cross-connect frames. GCI must specify on the request the number and type of terminations to be tested. If the testing requirements change prior to the start of testing, GCI must amend its collocation request to reflect the changes. Coordination of testing will be handled by the Single Points of Contact (SPOC) established at the time collocation is requested. Each Party will supply test equipment to its technicians. Testing will include checks for continuity, opens, shorts, grounds, crosses, and proper count. Errors found will be noted and GCI will arrange to have them corrected after the testing is complete. GCI may request KPU to retest after repairs have been made. Charges for Joint Testing are shown in Exhibit A.

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

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

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

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

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8.2 General Descriptions

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

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

8.2.3 KPU will provide two separate building entrance facility points to each of its premises or points where there are at least two building entrance facility (defined in Section 8.22.4.1) points existing and available for KPU's facilities to the premise or point.

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

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

8.2.6 Virtual collocation enables GCI, for the purposes set forth in Section 8.1.4, to designate specific equipment, dedicated to GCI's use, to be installed, maintained and repaired by KPU, or a KPU approved contractor, within or upon KPU's premises in space selected by KPU. GCI may have an Installation Supervisor on site during the installation of virtually collocated equipment, but

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may not participate in the actual installation of the equipment. All maintenance and repair activity will be under the direction and control of GCI. KPU will not be held liable for any vendor technical support charges or fees.

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

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

8.3 Collocation Application Process-Physical Collocation

8.3.1 Request for Collocation

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

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

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

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Equipment and cabling inside the collocation space may be installed by GCI personnel.

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

8.3.2 Preliminary Site Survey

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

8.3.3 Approval/Rejection of Request

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

8.3.4 Pre-Construction Site Survey

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

8.3.5 Detailed Site Requirements

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

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8.3.6 Approval of Detailed Site Requirements

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

8.3.7 Cost Proposals and Acceptance

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

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

8.3.8 Implementation Schedule

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

actual construction costs provided the costs do not exceed the cost estimate approved by GCI by more than 10%. KPU will provide detailed documentation of actual costs incurred.

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

8.4 Collocation Application Process- Adjacent Collocation

8.4.1 Request for Collocation

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

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

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

Within five (5) business days of receipt of a request for collocation, the Parties will assign a SPOC for the collocation request. The SPOCs will work cooperatively and KPU will provide GCI with the necessary information to

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properly design collocation space, equipment layout, power systems, cable racks, cabling, etc.

8.4.2 Preliminary Site Survey

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

8.4.3 Approval/Rejection of Request

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

8.4.4 Pre-Construction Site Survey

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

8.4.5 Detailed Site Requirements

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

8.4.6 Approval of Detailed Site Requirements

KPU shall respond to GCI within fifteen (15) business days of receipt of GCI's detailed site requirements with KPU's approval or rejection of the detailed site requirements. If KPU rejects the detailed site requirements, the reason(s) for rejection will be provided. If the reason(s) for rejection are reasonable, GCI may modify the detailed site requirements accordingly and resubmit to KPU. If GCI

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finds the reason(s) for rejection unreasonable, the Parties will negotiate a mutually acceptable solution. If a mutually acceptable solution cannot be reached within fifteen (15) business days of the notice of rejection, GCI may request the matter be resolved through Dispute Resolution as set forth in this Agreement. Upon approval of the detailed site requirements, KPU will provide a list of approved contractors if GCI will be managing the construction of the collocation space.

8.4.7 Cost Proposals and Acceptance

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

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

8.4.8 Implementation Schedule

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

8.4.8.2 Upon completion of construction, the Parties will complete an acceptance walk-through and KPU will perform Quality Assurance inspections of the collocation space. Any exceptions noted during this acceptance walk through which constitutes an unacceptable material

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change from the mutually agreed upon collocation request and detailed site requirements shall be corrected by the party who performed the construction within a reasonable time. Upon final acceptance of any work performed by KPU, KPU will bill and GCI will pay the remaining fifteen percent (15%) of the cost estimate.

8.5 Collocation Application Process-Virtual Collocation

8.5.1 Request for Collocation

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

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

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

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

8.5.2 Preliminary Site Survey

If KPU determines that a site survey is necessary to determine feasibility and/or approval of GCI's request, KPU shall notify GCI and afford GCI the opportunity

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to be present at the survey. The preliminary site survey must be completed within fifteen (15) business days of GCI's request for collocation.

8.5.3 Approval/Rejection of Request

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

8.5.4 Pre-Construction Site Survey

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

8.5.5 Detailed Site Requirements

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

8.5.6 Approval of Detailed Site Requirements

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

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8.5.7 Cost Proposals and Acceptance

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

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

8.5.8 Implementation Schedule

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

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

8.6 Technician Training – Virtual Collocation

GCI will identify any special training requirements associated with the installation, maintenance and operations of GCI virtually collocated equipment.

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

8.7 Documentation and Spares – Virtual Collocation

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

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

8.8 Construction and Scheduling

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

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

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

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

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

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

8.9 Conditions on Use of Space

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

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

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

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

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

8.9.6 Upon demand of KPU, GCI shall reimburse KPU for the cost of all repairs or maintenance that result from the misuse or neglect of the collocation space by GCI, its agents, contractors, invitees or employees. Upon termination of GCI's use and occupation of collocation space, GCI shall surrender the occupied space to KPU in the same condition as received, broom clean, ordinary wear and tear excepted, unless otherwise agreed to in writing.

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

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

8.9.9 Intentionally Left Blank

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

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

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

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

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

8.10 Termination and Decommission of Collocation Arrangement

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

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

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

8.10.2.2 GCI must disconnect all services, including any administrative services, from the Collocation site to be decommissioned. All of GCI's

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administrative lines and End User Customer services need to be disconnected via the appropriate Local Service Request (LSR). If GCI has not disconnected all services, all charges with respect to the Collocation site will continue to accrue and the Collocation Decommission request will be rejected.

8.10.2.3 GCI should remove its equipment including all GCI owned electronic equipment, equipment racks, mounting hardware, and GCI supplied cable (including direct GCI-to-GCI cables), termination blocks and cage materials. If GCI does not remove its equipment within thirty (30) calendar Days of KPU's acceptance of the Collocation Decommission request, KPU will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from KPU, GCI will have fifteen (15) calendar Days to notify KPU that the equipment is not abandoned and remove its equipment. If GCI does not respond to the notification and remove the equipment and KPU determines that the equipment has been abandoned, KPU will send a final notification and bill GCI for any and all claims, expenses, fees or other costs associated with the removal by KPU of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. GCI will hold KPU harmless from the failure to return any such equipment, property or other items.

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

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

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

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

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8.10.3 Abandoned Equipment. If KPU finds, in the course of business, evidence to substantiate that any equipment or property of GCI has been abandoned or left unclaimed in or at any Premises, KPU shall notify GCI in writing of the existence of such equipment or property and GCI shall have thirty (30) calendar Days from the date of such notice to remove such equipment or property from the Premises. If, prior to the termination of the thirty (30) Calendar Day period, GCI disputes that the equipment or property has been abandoned or left unclaimed at the Premises, GCI shall provide written notice to KPU of such dispute ("Resolution Request") and commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement. If no Resolution Request has been delivered to KPU within thirty (30) calendar Days of the notice, all equipment or property of GCI not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by GCI to KPU and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by KPU without further notice to GCI and without obligation to account therefore, and GCI shall reimburse KPU for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. GCI hereby releases and agrees to defend, indemnify, and hold harmless KPU from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with KPU's exercise of any or all of its rights under this Section.

8.11 Other Notifications

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

8.11.2 GCI will provide KPU 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 KPU's equipment. GCI shall provide KPU immediate notification by telephone of any emergency power activity that would impact KPU's equipment.

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

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

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

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

8.12.3.1 Collocation Space Reservation – allows GCI to reserve space and identify, to the extent available, infrastructure incidental to that space such as power and HVAC, in a KPU Premises for up to one (1) year. At the end of the space reservation interval, GCI may submit another Collocation Space Reservation. If space is available in a particular KPU Premises and has not been reserved by another party, GCI may renew their reservation through payment of new fees. Requests for contiguous space will be honored, if available. The Collocation Space Reservation form shall include, for each KPU Premises, the following:

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

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

8.12.3.3 Collocation Space Reservation Fee – The Collocation Space Reservation Fee is based on records search fees and KPU site visit fees in order to process the collocation reservation request. GCI will be invoiced

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for one-hundred percent (100%) within twenty-five (25) calendar days from the submission of the Collocation Space Reservation Application.

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

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

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

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

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

8.13 Space Restrictions

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

8.14 Damage or Destruction

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

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

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of the occurrence of such damage of KPU's intention to either repair the damage at the collocation space or terminate GCI's use and occupancy of the collocation space.

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

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

8.15 Protection of GCI's Property

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

8.16 Default by GCI

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

- a) The vacating or abandonment of the central office space by GCI.
- b) The failure by GCI to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by GCI, where this failure shall continue for a period of thirty (30) days after written notice thereof from KPU to GCI.
- c) Any of the following events:
 - i) the filing by or the making by GCI of any general assignment, or general arrangement of the benefit of creditors;
 - ii) the filing by or against GCI of a petition to have GCI adjudged as bankrupt or a petition for reorganization of arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against GCI, the same is dismissed within sixty (60) days);

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- iii) the appointment of a trustee or receiver to take possession of substantially all of GCI's assets located in the collocation space or GCI's use or occupancy of the collocation space, where use or occupancy is not restored to GCI within thirty (30) days; or
 - iv) the attachment, execution or other judicial seizure of substantially all of GCI's assets located in the collocation space or of GCI's use or occupancy of the collocation space, which such seizure is not discharged within thirty (30) days.
- d) GCI's use of the collocation space causes disruption or threat of harm upon KPU's employees, facilities and equipment or other collocating Party's employees, facilities, and equipment services or GCI taking actions in violation of the Criminal Laws or otherwise not in keeping with the safety of the persons and property located at the KPU facility.
 - e) GCI's use or occupancy of the collocation space, or the operation of GCI's equipment, alone or in combination with the uses of others interferes with the operation of KPU's telecommunications equipment or facilities or the employees, facilities, and equipment of another collocating entity.
 - f) Failure to keep accounts current.

8.17 Remedies of KPU

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

8.18 Condemnation

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

8.18.2 Any award for the taking of all or any part of the collocation space under the power of eminent domain or any payment made under threat of exercise of such power shall be the property of KPU; provided, however, that notwithstanding the foregoing, GCI shall have the right to maintain a separate claim against the condemning authority for its loss of business, moving costs, or

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loss or damage to its personal property and removable fixtures, provided such claim does not diminish or impair KPU's claim.

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

8.19 Subordination

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

8.20 Warranty and Exclusions

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

8.21 Limitation of Liability

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

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

8.22.1 Site Preparation

The Site Preparation rate category provides for charges for costs incurred by KPU for modifications or additions that must be made to KPU's premises or points to accommodate GCI's collocation and installation of GCI's equipment. These modifications include, but are not limited to, lighting (not to exceed 2 watts per square foot), security devices, additions to and distribution of heating, ventilation

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and air conditioning, AC power circuit (when Caged Collocation convenience outlets not to exceed 3 per Caged Collocation (nine foot cage) or as required by building code), DC power, Space Availability Report, and necessary space modifications. The Site Preparation charge is a non-recurring charge determined on a per site basis when the detailed site requirements are developed and approved. At the discretion of KPU, either Party may assume responsibility for construction of the collocation space and/or make ready work outside the collocation space.

8.22.2 Floor Space – Improved and Unimproved

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

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

8.22.3 Ground Space

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

8.22.4 Building Entrance Facility

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

8.22.5 Power Consumption and Grounding

8.22.5.1 The DC Power rate category provides for -48 Volt DC Power. This rate is applied per 15-ampere draw and will be charged on a monthly basis. Power consumption will be measured when the collocation site is placed in service and rounded up to the nearest 15-amp increment. Thereafter, power consumption can be measured and the billing adjusted accordingly as frequently as KPU desires. If a measurement warrants an

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adjustment to billing, KPU will notify GCI of the adjustment prior to making any prospective and/or retroactive adjustment to billing. GCI will have five (5) business days to validate the measurement and concur with KPU's measurement. NOTE: The size of the power cables will be determined and provided to KPU as part of the detailed design requirements. The cost of placing the -48 VDC, Return, and Ground cables will be part of the collocation construction costs. Fusing will be based on the amount of power requested by GCI and the size of the fuses will be determined by common electrical engineering practice (typically at twice the load).

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

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

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

8.22.6 Distribution Frame Space

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

8.22.7 Cable Rack Space

8.22.7.1 The Cable Rack Space rate category provides space outside GCI's collocation space to install cable rack necessary for the routing of cables between the GCI's space and other places inside or upon KPU's premises. Cable Rack Space will be provided in increments of fifty (50) linear feet and charged on a monthly basis. If needed, GCI will purchase a cable rack to place in the cable rack space separately.

8.22.8 Relay Rack Space

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Section 9 - Unbundled Network Elements

9.1 General Terms

9.1.1 Recurring and Non-recurring charges for all services referred to in this Section 9 are found in Exhibit A.

9.1.2 Changes in law or regulations relating to Unbundled Network Elements (UNEs), including additions and deletions of elements KPU is required to unbundle, shall be incorporated into this Agreement by amendment pursuant to Section 2.2. UNEs shall only be obtained for the provision of telecommunications services, which do not include telecommunications utilized by GCI solely to provide service in the mobile wireless market and the long distance services market.

9.1.2.1 KPU will only provide those UNEs required by applicable law.

9.1.3 KPU shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element KPU provides, as well as the access provided to that element where technically feasible, will be at parity with that provided to all Carriers, including KPU, and in "substantially the same time and manner" to that which KPU provides to itself or to its Affiliates.

9.1.3.1 In the limited circumstances, where facilities are not available, KPU will build facilities dedicated to an End User Customer if KPU would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. GCI will be responsible for any construction charges for which an End User Customer would be responsible, such as normal line extension charges and any construction charges that would be applicable as defined per KPU's tariff. KPU will apply these charges in a nondiscriminatory manner. Routine costs, such as the cost of installing service drops are included in the price of the unbundled loop. Applicable non-recurring charges will still apply. In other situations, KPU does not agree that it is obligated to build UNEs but it will consider requests to build UNEs

9.1.3.2 During the normal assignment process, if no available facilities are identified for the UNE requested, and no engineering job exists that could fill the request in the future, KPU will treat GCI's request as follows:

- a) For UNEs that do not meet the requirements in Section 9.1.2.1, KPU will send GCI a rejection notice canceling the LSR or

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- b) For UNEs that do meet the requirements in Section 9.1.2.1, KPU will send GCI a notice that GCI's order is being placed in 'held order' status and will be worked in parity with other held orders.

9.1.4 GCI may connect Network Elements in any Technically Feasible manner. KPU will provide GCI with the same features, functions and capabilities of a particular element that KPU provides to itself. KPU will provide GCI with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from KPU in combination or as elements to be combined by GCI), so that GCI can provide any Telecommunications Services that can be offered by means of such element. Nothing in this section may be read to obligate KPU to provide an element not required by law.

9.1.5 In order to maintain and modernize the network properly, KPU may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by GCI. KPU shall provide advance notice of changes that affect network interoperability in accordance with applicable law, pertaining to the Notice of Network Change provision in Section 5.1.2.

9.2 Unbundled Loops

9.2.1 Description

The Unbundled Loop is defined as a transmission facility between a distribution frame (or its equivalent) in a KPU Central Office and the Loop Demarcation Point at an End User Customer's premises. Where applicable, the local loop includes all cable and wire within multiple dwelling and tenant buildings and on campuses provided such cable and wire is owned or controlled by KPU. At a minimum, all local loop types described below will meet the IEEE 820-1984 standard for loop loss, noise, and longitudinal balance.

9.2.1.1 Loop Demarcation Point

For the purposes of this Section, Loop Demarcation Point is the point where KPU owned or controlled facilities cease, and GCI, End User Customer, owner or landlord ownership of facilities begins. In most – but not all - cases the loop demarcation point is the Network Interface Device (NID).

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9.2.2.1 KPU shall provide GCI, on a non-discriminatory basis, access to Unbundled Loops of substantially the same quality as the Loop that KPU uses to provide service to its own End User Customers. KPU makes no assumptions as to the capabilities of GCI's Central Office equipment or the Customer Premises Equipment.

9.2.2.1.1 Modification of 47 U.S.C. § 251(c)

In lieu of a Suspension and Modification proceeding under 47 U.S.C. § 251(f), the Parties agree to a voluntary modification of KPU's obligations to provide UNE Loops. KPU and GCI agree to treat the modifications as legally binding for the term of the Agreement. Either party may recover damages, including attorney fees, if the other party petitions any regulatory agency for the revision of the modification.

9.2.2.1.2 GCI agrees to limit the number of UNE Loops available in KPU's service area to a total of 750 total UNE Loops at any one time. A UNE DS-1 equals five (5) UNE Loops.

9.2.2.1.3 GCI agrees that UNE Loops are only available for business customers.

9.2.2.1.3.1 A field visit charge will apply if KPU must dispatch to a customer's premises to make a copper loop available.

9.2.2.2 Spectrum Management

KPU reserves its right to exercise spectrum management of its outside plant facilities.

9.2.2.2.1 KPU will manage its outside plant considering spectrum compatibility of all services. The parties agree to work cooperatively to resolve issues associated with spectrum management.

9.2.2.2.2 KPU will manage spectrum interference and compatibility on its network for unbundled loops. The criteria used to deny a loop to GCI due to spectrum management issues will be non-discriminatory and will be shared with GCI for any loops denied as a result of the spectrum management concerns.

9.2.2.2.3 GCI will not intentionally deploy any known 'disturber' technologies that will degrade the performance of other advanced services or traditional voice band services KPU reserves the right

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to deny GCI's request to deploy a technology that is unknown or unproven as compatible with KPU's advanced services or traditional voice band services.

9.2.2.2.4 Deployment of disturbers known to cause interference in a multi-service environment will not be allowed. Simple compliance with a spectrum management class will not provide proof of compatibility with other advanced services.

9.2.2.2.5 The ANSI T1.417 2003 standard defines spectral compatibility as the capability of two loop transmission system technologies to coexist in the same cable and operate satisfactorily in the presence of crosstalk noise from each other. KPU has found systems that in the field may "operate satisfactorily" but do not allow the high performance data rates that are required for proper circuit operation of advanced services. Therefore, KPU will use ANSI T1.417 2003 as guide only and not as an absolute authority in spectral management.

9.2.2.2.6 At GCI's request, and at GCI's expense, KPU may conduct tests with GCI to determine if an existing or new technology proposed for deployment by GCI is spectrally compatible with other advanced services. If KPU accepts the test results that show that the performance of other advanced services is not degraded by the deployment of the proposed technology, then deployment of this technology will be allowed. Testing of known disturbers will not be allowed. The following technologies have been tested and are known to interfere (degrade) with advanced services.

1. HDSL
2. HDSL 2
3. T-1

KPU will provide an updated list of known disturbers within twenty (20) days of the effective date of this Agreement and will provide an updated list as additional technologies are added or removed from the list. Future technologies will be subject to joint testing to determine spectral compatibility and suitability for deployment. The costs incurred by each Party for testing future technologies will be absorbed by that Party.

9.2.2.2.7 The deployment of technologies by GCI will not preclude KPU from migrating to newer technologies. KPU will provide a Network Change Notification of any changes to KPU's

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network that may affect the performance of existing GCI services, or GCI's ability to provide service, in accordance with 47 CFR Section 51.325 through 51.335. In the event that the migration to a new technology is degraded by an existing technology deployed by GCI, GCI, at GCI's expense, will be given a reasonable amount of time to segregate or move their customers to a technology that is a non-interferer.

9.2.2.2.8 KPU will, at GCI's request, prepare a cost estimate and estimated due date to perform the necessary work to segregate such disturbers if GCI makes a request to deploy a disturber technology or an ANSI T1.417-2003 class technology that reduces the performance of existing KPU advanced services circuits. The cost to provide the estimate to perform these services is contained in Exhibit A.

9.2.2.2.9 Based on the due date identified in the accepted cost estimate, KPU will provision the desired services within the terms of Section 9 of this Agreement - Unbundled Network Elements. If it is found that the disturber can not be segregated, the cost estimate fee will be forfeited. If it is found that the disturber can be segregated, the cost estimate fee will be applied to the cost to perform the work.

9.2.2.2.10 Where KPU demonstrates that GCI has deployed technology that is impairing the performance of other advanced services or traditional voice-band services, GCI shall be required to discontinue deployment of that technology and migrate its customers to technologies that will not impair the performance of other such services.

9.2.2.3 KPU will manage spectrum interference and compatibility on its network for unbundled loops. The criteria used to deny a loop to GCI due to spectrum management issues will be non-discriminatory and will be shared with GCI for any loops denied as a result of the spectrum management concerns. At the time of ordering DSL loops, GCI will notify KPU as to the type of technology GCI wishes to deploy. Of HDSL technologies, KPU will accept only HDSL4 as compliant to its ADSL2+ deployed services and will segregate known disturbers if technically feasible. KPU will provide GCI with a list of known disturbers. The list of known disturbers will be updated as required.

9.2.2.4 Analog Loops.

9.2.2.4.1 Unbundled Analog Loops

Unbundled Analog Loops are only available as a transmission

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facility that supports analog voice frequency and voice band services within the frequency spectrum of approximately 300 Hz and 3000 Hz operating as a two-wire point-to-point configuration suitable for local exchange type services. Unbundled Analog Loops include copper loops, universal DLC loops, and GR-303 Multi-hosting arrangements.

9.2.2.5 DSL Qualified Loops.

DSL Qualified Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. KPU will provision DSL Qualified Loops in a non-discriminatory manner, using the same facilities assignment processes that KPU uses for itself to provide the requisite service. Removal of existing load coils, repeaters, bridge tap or other intrusive devices is subject to conditioning charges and will be performed upon request. If conditioning is required, then GCI shall be charged for such conditioning as set forth in Exhibit A if GCI authorized KPU to perform such conditioning.

9.2.2.5.1 2-Wire xDSL Loop: A 2-Wire xDSL loop is a copper loop over which various DSL technologies may be provisioned. In addition to minimum standards stated above, an xDSL loop will be free of load coils, repeaters, loop extenders, filters, pair gain equipment, or any other intrusive devices, and will not exceed bridge tap limits.

9.2.2.5.2 4-Wire xDSL Loop: A 4-Wire xDSL loop is a copper loop (2 pairs) over which various DSL technologies may be provisioned. In addition to minimum standards stated above, each pair of an xDSL loop will be free of load coils, repeaters, loop extenders, filters, pair gain equipment, or any other intrusive devices, and will not exceed bridge tap limits.

9.2.2.6 Packet Based Loops

9.2.2.6.1 Packet Based Loop: A packet based loop is a loop over which ADSL2+ or similar technology is used to transport basic telephone service using Session Initiated Protocol (SIP) or other similar protocol. The interface to a packet based loop is at the router in the central office or remote wire center on one end and at the customer side of the Network Interface Device (NID) at the customer premise. KPU agrees to provide the narrowband portion of its packet based loops where no homerun copper is available.

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9.2.2.7.1 DS-1 Loops: 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.

9.2.3 Provisioning Options.

9.2.3.1 The following provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Provisioning Option requested. Rates are contained in Exhibit A of this Agreement. Provisioning Options contain testing parameters that are described below. KPU tests may include the use of a "136B" test set or equivalent.

9.2.3.2 Lift and Lay Provisioning with Performance Testing

For existing End User Customers on existing loops (Conversions), or for new End User Customers on existing loops (Left-Ins), the Lift and Lay Provisioning option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to GCI. Test results are provided to GCI. In the case of Packet Based loops, KPU remotely accesses the NID and changes the SIP proxy address so as to connect the POTS portion of the NID to GCI's facilities.

9.2.3.3 Provisioning with Performance Testing

For existing End User Customers on new loops, or new End User Customers on new loops, this provisioning option involves the COT and Field Technician completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. Installation ends at the demarcation point. These test results are provided to GCI by KPU on order completion.

9.2.3.4 Coordinated Provisioning with Coordinated Testing

The Coordinated Provisioning with Coordinated Testing option provides GCI with the option of scheduling an installation or conversion at the same time GCI submits the LSR. The date and time of such installation shall be mutually determined by the parties based on the availability of KPU's CO and/or Field Technicians. Either party has the right to cancel the installation, without cost, by providing at least two (2) hours advance written notification to the other party. Any cancellation made by either

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party within two (2) hours of the scheduled installation shall be subject to a cancellation fee set forth in Exhibit A payable to the non-canceling party. In the event either party is unable to begin the installation at the appointed time or within fifteen (15) minutes thereafter, that party ("Requesting Party") may notify the other party ("Waiting Party") in writing to request "holdover" time, which authorizes the Waiting Party to wait until the Requesting Party is ready to begin the installation, up to the number of hours authorized by the Requesting Party. If the Waiting Party is unable to honor the holdover request, the Waiting Party shall notify the Requesting Party in writing as soon as reasonably possible thereafter. Holdover fees shall be billed by the Waiting Party to the Requesting Party in one (1) hour increments at the fees set forth in Exhibit A. Unless a holdover request is received by the Waiting Party, the installation shall be considered to have been canceled by the other party. Any canceled installation may be rescheduled at such time as the parties may mutually agree subject to the availability of KPU CO and/or Field Technicians. The KPU COT and/or Field Technician completing circuit wiring and performing the required performance tests will coordinate with the GCI COT and/or Field Technician to ensure the new circuit meets the required parameter limits. Installation ends at the demarcation point. KPU test results are provided to GCI by KPU on order completion.

9.2.3.5 If there is a conflict between an End User Customer (or its respective agent) and GCI regarding the disconnection or Provisioning of Unbundled Loops, KPU, if contacted by the customer, will advise the End User Customer to contact GCI.

9.2.3.6 Facilities and lines KPU furnishes on the premises of GCI's End User Customer up to and including the Loop Demarcation Point is the property of KPU. KPU shall have reasonable access to all such facilities for network management purposes. GCI will not inhibit KPU's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines.

9.2.4 Conversion of Loop Facilities

9.2.4.1 When a Customer converts from GCI to KPU, GCI will convert the customer in substantially the same time and manner by which KPU provides this service to GCI.

9.2.5 Used Facility

9.2.5.1 When GCI requests KPU cross connect a UNE-L to a GCI owned tie-pair providing access to its equipment and it is found to be in

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use or already assigned KPU will call GCI for an alternate tie-pair assignment. A Reject Fee will apply.

9.2.6 Integrated Digital Loop Carrier ("IDLC")

9.2.6.1 KPU has, or will have, Integrated Digital Loop Carrier systems (IDLCs) that are connected to its central office switches with either a GR-303 interface or an IP interface. Where technically feasible, KPU will allow GCI to multi-host its IDLCs, regardless of the type of interface employed (GR-303, IP, or any future standard-based interface that supports multi-hosting). GCI will bear any additional costs for equipping an IDLC with GR-303 Capability. KPU will be the primary host for its IDLC Systems. All transmission facilities from KPU's host central office to the NID will be furnished by KPU and are included in the UNE loop rate.

9.2.6.2 GCI will be notified of the deployment of IDLC Systems by way of a Network Change Notification (NCN). KPU will provide GCI with the equipment interface assignments and technical information necessary to plan and provision the multi-host connection one hundred and twenty (120) calendar days prior to the planned cutover date. A boundary map of the area to be served by the new system, based on the available information at the time the map is plotted, will be provided at least thirty (30) days prior to the planned cut over date. GCI will be notified of any changes to the planned cut over date at least seven (7) days prior to the planned cut over date. The cut over process and cut over notification process will be developed by the Joint Implementation Team and documented in the Operations Manual.

9.2.6.3 A request to multi-host an IDLC System must be made in writing to KPU. Within five (5) days of receipt of the request, a single-point of contact will be established by KPU to facilitate the placing of the orders for the appropriate interfaces to the IDLC System and any needed testing of equipment.

9.2.6.4 Access to IDLC Systems that utilize a GR-303 interface will be through DS1 facilities unless specified otherwise by KPU. The number of DS1 interfaces to be connected to the IDLC System will be based on the number of GCI's subscriber lines to be provisioned on the IDLC System. Grade of service will be the responsibility of GCI. The Call Reference Value ("CRV") information associated with the provisioning of GCI's end-user on a IDLC System will be provided as follows: (1) if the CRV is available at the time GCI places an order, KPU will provide GCI the CRV; or (2) at the time KPU assigns a CRV on a IDLC System, KPU will provide the CRV to GCI.

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9.2.6.5 Access to IDLC Systems that utilize an IP interface will be through a router or equivalent device located in the host central office. Grade of service will be equivalent to that of GR-303 based systems.

9.2.6.6 If GCI's end-user is provisioned on an IDLC System, KPU will perform all necessary provisioning and network management of the IDLC System.

9.2.6.7 Once a POTS end-user is provisioned on an IDLC System, the end-user will remain provisioned on the IDLC System for as long as the IDLC System exists at that location or until the end-user moves or disconnects service (i.e., end-user services will not be moved between the IDLC System and copper loops). Normal network rearrangements excluded.

9.2.7 Multiplexing and DeMultiplexing

9.2.7.1 M0/1 Multiplexing— KPU will provide M0/1 Multiplexing which is the aggregation of multiple DS-0 channels into a single DS-1 channel.

9.2.7.2 M1/0 DeMultiplexing – KPU will provide the M1/0 DeMultiplexing which is the disaggregation of a single DS-1 channel into multiple DS-0 channels.

9.2.7.3 M1/3 Multiplexing – KPU will provide M1/3 Multiplexing which is the aggregation of multiple DS-1 channels into a single DS-3 channel.

9.2.7.4 M3/1 DeMultiplexing – KPU will provide M3/1 DeMultiplexing which is the disaggregation of a single DS-3 channel into multiple DS-1 channels.

9.2.8 DACSing

9.2.8.1 D0/1 or 1/0 DACSing – if available KPU will provide D0/1 or D1/0 DACSing which is the logical cross-connection of one DS-0 channel to another where each is on a different DS-1 port.

9.2.8.2 D1/3 or 3/1 DACSing – if available KPU will provide D1/3 or D3/1 DACSing which is the logical cross-connection of one DS-1 channel to another where each is on a different DS-3 port.

9.2.9 Rate Elements

9.2.9.1 Analog Loop

9.2.9.2 2-Wire xDSL Loop

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- 9.2.9.3 4-Wire xDSL Loop
- 9.2.9.4 Packet Based Loop
- 9.2.9.5 DS-1 Loop
- 9.2.9.6 Loop Conditioning (NRC)
- 9.2.9.7 M1/0-0/1 Multiplexing/DeMultiplexing
- 9.2.9.8 M1/3-3/1 Multiplexing/DeMultiplexing
- 9.2.9.9 D0/3-3/1 DACSing
- 9.2.9.10 D1/3-3/1 DACSing
- 9.2.9.11 Rearrangement

9.2.10 Ordering Process

9.2.10.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Operational Support Systems Section 12 of this Agreement.

9.2.11 Maintenance and Repair

9.2.11.1 OSS support for maintenance and repair processes are set forth in Section 12 of this Agreement. Maintenance and Repair charges are set forth in Exhibit A.

9.2.11.2 KPU shall provide maintenance, repair and testing for all telecommunications services and unbundled network elements in accordance with the terms and conditions of this Agreement. KPU is solely responsible for maintenance, trouble shooting and repair activities associated with its plant. GCI is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers concerning either GCI or End User equipment. GCI will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to KPU. GCI shall have access for testing purposes at the NID or Loop Demarcation Point. KPU will work cooperatively with GCI to resolve trouble reports when the trouble condition has been isolated by GCI utilizing the guidelines found in Section 12.

9.2.11.3 Emergency Restoration, Maintenance or Repair

KPU shall provide GCI emergency restoration, maintenance and repair on the same schedule to that which KPU provides to itself or its other

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customers and end users.

9.2.11.4 Single Point of Contact

KPU shall provide a means for GCI to report maintenance issues and trouble reports twenty-four (24) hours a day and seven (7) days a week.

9.2.11.5 Notice of Activity

KPU and GCI 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, hardware, equipment, software, or system, providing service which may potentially impact KPU or GCI subscribers. The notice will be sufficient to allow each carrier to anticipate customer inquiries.

9.2.11.6 Loss of Service during Maintenance

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

9.2.11.7 Notice to GCI

KPU will provide GCI a method for GCI to determine if a GCI customer trouble report is associated with KPU maintenance activity. Upon completion of the work, KPU shall inform GCI of the actual completion date and time.

9.2.11.8 KPU Trouble Tickets Opened by GCI

OSS support for KPU Trouble Tickets is described in Section 12.

9.2.12 Testing

9.2.12.1 KPU will provide OSS support for line testing.

9.2.12.2 Testing and Repair Joint Problem Resolution.

KPU and/or GCI can deploy the Joint Problem Resolution process.

9.2.12.3 Test Results

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

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KPU shall make Rights of Way, Conduits and Pole Attachments available to GCI as set forth in Section 10.0.

9.4 Collocation

KPU shall make collocation available to GCI as set forth in Section 8.0.

9.5 Operational Support Systems

KPU shall make Operational Support Systems available to GCI as set forth in Section 12.0.

9.6 Signaling Systems and Call Related Databases

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

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

9.6.3 TCAP messaging includes, but is not limited to, messaging associated with access to Caller Name databases, Inter-Switch Voice Mail, Local Number Portability databases, and/or AIN databases (except those that qualify for proprietary treatment).

9.6.4 Should KPU deploy its own SS7 network elements, KPU shall provide GCI non-discriminatory access to any and all of its SS7 network elements as required by applicable law. SS7 network elements include signaling links, Signaling Points ("SPs"), Signal Transfer Points ("STPs"), Service Switching Points ("SSPs"), and Service Control Points ("SCPs").

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Section 10 - Ancillary Services

10.1 Local Number Portability

10.1.1 Description

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

10.1.2 Terms and Conditions

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

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

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

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

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

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

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

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

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

10.1.2.7 Each Party shall offer LNP to End User Customers for an existing DID block, or blocks of 10, 20, 50 or 100 consecutive numbers. Each Party shall permit End User Customers who port a portion of their DID telephone numbers to a new carrier to retain the remainder of the original DID service on the original carrier as long as such split blocks are in groups of no less than 10 numbers.

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

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

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10.1.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.1.4 Database and Query Services

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

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

10.1.4.3 On calls originating from end users on one Party's network, that Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message. The JIP may be provided in a different manner if IP trunks are used by the Parties to exchange traffic.

10.1.5 Ordering

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

10.1.6 Maintenance and Repair

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

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

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Each Party will provide its repair contact telephone numbers to one another on a reciprocal basis.

10.1.6.3 Parties agree to work cooperatively to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the KPU network, KPU shall perform standard tests and use reasonable efforts to isolate and repair the trouble within standard KPU intervals.

10.1.7 Rate Elements

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

10.2 Enhanced 911 Emergency Service

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

10.2.2 General Requirements

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

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

10.2.2.3 Intentionally Left Blank

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

10.2.2.5 All 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).

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

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

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

10.2.3 E911 Database Requirements

10.2.3.1 The City of Ketchikan, separate from KPU, maintains the E911 Database. GCI will contract separately for E911 database services with the City. GCI shall negotiate separately with the City with regard to the provision of E911 service to the agency. All relations between the City and GCI are totally separate from this Agreement and KPU makes no representations on behalf of the City.

10.2.3.2 If KPU's Telephone Division, GCI or an Affiliate ever becomes the primary E911 PSAP service provider to an emergency service provider, GCI and KPU shall negotiate the specific provisions necessary for providing E911 service to the agency and shall include such provisions in an amendment to this Agreement.

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

10.2.4 E911 Maintenance

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

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

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10.2.5 Master Street Address Guide ("MSAG") GCI shall acquire the MSAG directly from the applicable government agency.

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

10.3.1 Description

10.3.1.1 Pole Attachments – Where it has ownership or control to do so, KPU Telephone Division will provide GCI with access to available Pole Attachment space for the placing of facilities for the purpose of providing Telecommunications Services. Both GCI and KPU Telephone Division will contract separately with the Electric Division of KPU for access to poles not covered above.

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

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

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

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

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

10.3.1.3.1 ROW means a legal right of passage over land or real property owned by another sufficient to permit KPU to place

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telecommunications facilities on, above, across, along or through such property or enter multiple tenant environments. Within a multiple tenant environment, a ROW includes a pathway that is actually used or has been specifically designated for use by KPU as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

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

10.3.2 Terms and Conditions

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

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

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

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

10.3.2.5 Intentionally Left Blank

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.3.2.19 Should KPU, under the provisions of this Agreement, remove GCI's facilities from the poles/duct/innerduct covered by any order, KPU will deliver the facilities removed upon payment by GCI of the cost of removal, storage and delivery, and all other amounts due KPU. If GCI removes facilities from poles/duct/innerduct for other than repair or

maintenance purposes, no replacement on the poles/duct/innerduct shall be made until all outstanding charges due KPU for previous occupancy have been paid in full. GCI shall immediately notify KPU in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

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

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

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

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

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KPU fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

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

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

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

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10.3.3.4 Pole Attachment Fee. The Pole Attachment Fee will be charged by the Electrical Division of KPU pursuant to a separately negotiated contract

10.3.3.4.1 Pony Pole Attachment Fee: Pony Poles are short poles utilized for telephone attachments. The attachment fee is reflected in Exhibit A.

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

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

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

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

10.3.4 Ordering

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

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

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

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

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

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

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in which the make-ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by KPU.

10.3.4.2.1 GCI-Performed Field Verification. At the option of GCI, it may perform its own field verification (in lieu of KPU performing same) with the following stipulations: 1) Verifications will be conducted by a KPU approved contractor; 2) A KPU contractor will monitor the activity of GCI contractor and a current labor rate will be charged to GCI; 3) GCI will provide KPU with a legible copy of manhole butterfly drawings that reflect necessary make-ready effort; and 4) KPU will use GCI-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. GCI will be charged standard rates for tactical planner time.

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

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

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

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

10.3.4.2.3.3 If GCI provides written cancellation or, if due to circumstances unforeseen during inquiry/verification, KPU denies the request for poles, ducts or ROW, KPU will refund the difference between the actual Make-Ready costs incurred and those prepaid by GCI, if any. Any such refund shall be made within ten (10) business days of either receipt of GCI's request or KPU's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) calendar days following the denial.

10.3.5 Billing

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

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

10.3.6 Maintenance and Repair

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

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

10.3.7 Relocation of Facilities

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

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Section 11 - Law Enforcement and National Security

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

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

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

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Section 12 - KPU Database Information

12.1 Operations Support Systems database information

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

12.1.2 Intentionally Left Blank

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

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

12.1.5 Notice of changes

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

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

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

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

12.2.1 Intentionally Left Blank.

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

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

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

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

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

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

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

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

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

12.2.11 To the degree an electronic access or interface is developed, KPU may impose recurring or nonrecurring OSS start up charges for any OSS technology upgrade requested and agreed to by the Parties for OSS functions to the extent it

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

12.3 Audits

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

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

12.3.3 Costs for such audits shall be solely the responsibility of KPU. KPU may seek reimbursement for audit costs pursuant to dispute resolution procedures contained in Section 5 if the audit reveals non-compliance

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

12.4 Local Service Request (LSR) Ordering Process

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

12.5 Access to Customer Data

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

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

12.6 Preorder Data Request

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

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

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

12.6.2 Intentionally Left Blank

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

12.7 Telephone Number Reservations:

KPU shall, within 120 days of Commission approval of this Agreement, provide GCI with a process to reserve telephone numbers for GCI to assign to their End User customers.

12.8 Ordering and Provisioning:

Order Types are described in Section 12 of this Agreement.

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

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

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

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

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

12.9 Intentionally Left Blank

12.10 OSS Support for Maintenance and Repair Functions

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

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

12.10.2.1 KPU's trouble ticket priority is as follows:

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

12.10.3 Intentionally Left Blank

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

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

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12.10.5.1 KPU is responsible for the maintenance and repair of all of its regulated plant up to and including the NID or other demarcation point at the End User location. GCI is responsible for maintenance and repair, except for KPU regulated plant, for its own End User Customers' network and network services, and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. GCI will perform trouble isolation testing on its own End User Customers' network and network services.

12.10.5.2 Intentionally Left Blank

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

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

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

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

12.10.5.6 When GCI requests that KPU perform trouble isolation with GCI, a Maintenance and Repair Charge will apply if the trouble is found

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to be in the services and facilities within GCI's End User Customer's network. If the trouble is in GCI's End User Customer's services and facilities (post-NID), and GCI authorizes KPU to repair the trouble on GCI's behalf, upon acceptance of the repair authorization, KPU will charge GCI the appropriate Charges set forth in Exhibit A.

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

12.10.5.8 GCI will:

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

12.10.6 KPU Trouble Tickets Opened by GCI

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

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

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

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

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upon trouble isolation, KPU may pursue resolution through the Dispute Resolution process described in Section 5.18.

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

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

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

12.10.7 Inside Wire Maintenance

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

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12.10.8.1 Intentionally Left Blank.

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12.10.8.5 Intentionally Left Blank.

12.10.8.6 Intentionally Left Blank.

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

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

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

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

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

12.10.8.9.3 In responding to repair calls, GCI's End User Customers contacting KPU in error will be instructed to contact GCI. End User Customers of KPU shall be instructed to report all cases of trouble to KPU. In no case will a 611 event be utilized in a marketing effort.

12.10.9 Major Outages/Restoral/Notification

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

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

12.10.10 Preventative Maintenance

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

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

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

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

12.10.12 Escalations

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

12.10.13 Dispatch

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

12.10.13.2 Intentionally Left Blank

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

12.11 Intentionally Left Blank**12.12 Performance, Metrics, and Reporting**

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

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

12.12.3 Intentionally Left Blank.

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

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

12.12.5 Service Order categories are 'Simple' and 'Complex'. The following are definitions of terms to clarify their use throughout the remainder of this section.

12.12.5.1 "SIMPLE ORDER" An order for services or facilities involving GCI single party voice grade service for residential or business customers, except as otherwise defined as "Complex Order"

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

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

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

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

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

12.12.5.7 "TRANSFER" Subscriber moves within KPU service area from one location to another.

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

12.12.5.9 "SUSPENDS/RESTORALS" An order requesting the suspension or restoration of dial tone.

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

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

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

12.12.7 Performance Processing

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

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

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

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

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

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

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

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

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

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

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Section 13 - Dialing Parity

13.1 Description

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

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

13.2 Terms and Conditions

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

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

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

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13.2.4 GCI recognizes that KPU's migration from its DMS100 Nortel platform to a Tekelec T7000 Class 5 softswitch will alter feature availability. KPU will have no obligation to provide any feature not supported on the Tekelec T7000.

13.3 Rate Elements

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

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Section 14 - Signature Page

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

GENERAL COMMUNICATIONS, INC.

**KETCHIKAN PUBLIC UTILITIES TELEPHONE
DIVISION**

By: *David L. Hitz III (for)*

By: *Karl Amylon*

Printed: Frederick W. Hitz III

Karl Amylon

Title: VP Regulatory, Economics and Finance

Ketchikan City Manager and Ketchikan Public
Utilities Manager

Resale and Facilities-Based Interconnection Rates - Exhibit A
General Communications Inc. and Ketchikan Public Utilities

Row	Contract Reference	Rate Element	Unit	FINAL RATE	
				Recurring	Nonrecurring
1	6.2.1	Wholesale Discount Factor	per tariffed service	18%	18%
2	12.10.4	Trouble Ticket Re-Sequencing Fee	per use		\$ 21.35
3	Exhibit B 1.2	Trouble Ticket History Query Request	per query		\$ 14.05
4	12.10.5.5.1	No Trouble Found			per tariff
5		Normal Hours: Maintenance and Repair Charge			per tariff
6		After Hours Maint. and Repair Charge			Time & Materials
7		Premium Maint. and Repair Charge			Time & Materials
8	12.10.5.6	GCI-Authorized Post-NID Labor Charge			Time & Materials
9	12.10.8.8	TSR Tone Generator Request	per loop		\$ 5.01
12		Pre-Order Request - Simple COMMSOFT ONLY	per line per customer (Note 1)		\$ 1.21
13	Note 3	After-Hours : Pre-Order Request - Simple COMMSOFT ONLY	per line per customer (Note 1)		Time & Materials
14	Note 3	Premium : Pre-Order Request - Simple COMMSOFT ONLY	per line per customer (Note 1)		Time & Materials
15		Pre-Order Request - Complex COMMSOFT ONLY	per line per customer (Note 1)		\$ 2.15
16	Note 3	After-Hours : Pre-Order Request - Complex COMMSOFT ONLY	per line per customer (Note 1)		Time & Materials
17	Note 3	Premium : Pre-Order Request - Complex COMMSOFT ONLY	per line per customer (Note 1)		Time & Materials
18		Pre-Order Request - Complex with Manual	per line per customer (Note 1)		\$ 17.37
19	Note 3	After-Hours : Pre-Order Request - Complex	per line per customer (Note 1)		Time & Materials
20	Note 3	Premium : Pre-Order Request - Complex	per line per customer (Note 1)		Time & Materials
21	5.27.5	SPOC/Other Inquiry Fee	per query		\$ 10.69
22		Conversion Order: DID Group	per number-block		\$ 65.78
23		GCI Conversion Order - Non-Centrex	per line per order		\$ 6.63
24	Note 3	After-Hours: GCI Conversion Order - Non-Centrex	per line per order		Time & Materials
25	Note 3	Premium: GCI Conversion Order - Non-Centrex	per line per order		Time & Materials
26		GCI Conversion Order - Centrex Only	per line per order		\$ 10.00
27	Note 3	After-Hours: GCI Conversion Order - Centrex Only	per line per order		Time & Materials
28	Note 3	Premium: GCI Conversion Order - Centrex Only	per line per order		Time & Materials
29		After-Hours: Failed Conversion Call-Out	per call out		Time & Materials
30		Premium: Failed Conversion Call-Out	per call out		Time & Materials
31	9.2.3.4	Stand-By Time/Holdover Time			Time & Materials
32	Exhibit B 2.0	Map Fee			Time & Materials
33	5.4.7	Late Fee		1% of Balance	
34	8.22.14	Joint Testing			Time & Materials
35	8.3.7.1	Cost Estimate Fee			Time & Materials
36	6.2.1.4	PIC Change Fee			See Tariff
37	7.1.1	Third Party Transit Fees	per minute	T.B.D.	
38	7.3.1	Exchange Service - Interconnection Traffic		Bill & Keep	
39	12.2.11	OSS Start-Up			Time & Materials
40		Performance Metric Reports - Setup Charge			\$ 4,495.55
41	12.12.4	Performance Metrics Report Generation Fee	per month (Based on Weekly Reports)	\$ 85.00	
42	14.2.3	Dialing Parity: Routing/Translations Fee - Setup			Time & Materials

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Pursuant to U-06-100(2)

Exhibit A

Resale and Facilities-Based Interconnection Rates - Exhibit A
General Communications Inc. and Ketchikan Public Utilities

Row	Contract Reference	Rate Element	Unit	FINAL RATE	
				Recurring	Nonrecurring
43	8.8.4	Cleaning Charge			Time & Materials
44	8.1.1/8.22.9	Collocation Application Fee	per application		\$ 2,266.29
45	8.22.10	Collocation Implementation Fee			Time & Materials
46	8.1.15/8.22.15	Preliminary Site Survey			Time & Materials
47	8.3.8/8.4.8/8.5.8/8.22.11	Quality Assurance Inspections			Time & Materials
48	8.22.11.1	Inspector Labor Charge			Time & Materials
49	8.22.1	Site Preparation			Time & Materials
50	8.1.11/8.22.14	Joint Testing and Retest			Time & Materials
51	8.22.15	Site Visit Charge			Time & Materials
52	8.1.12	Composite Clock Synchronization	per port	\$25.79	
53	8.22.2.1	Improved Floor Space	per square foot	T.B.D.	
54	8.22.2.2	Unimproved Floor Space	per square foot	T.B.D.	
55	8.22.3	Ground Space	per square foot	\$0.34	
56	8.22.4.1	Building Entrance Facility/Innerduct Occupancy Fee	per foot	\$0.07	
57	8.22.4.1	Building Entrance Facility/Duct-Conduit Fee	per foot	\$0.10	
58	8.22.5	DC Power, including AC Power, per 15A -48VDC	per 15 amp circuit	\$ 111.63	
58a	8.22.5	AC Power (included in DC Power rate)		N.A.	
58b	8.22.5	AC Backup Power, per 15A -48VDC		\$ 53.99	
59	8.22.6	Distribution Frame Space	per block	\$ 0.98	
60	8.22.8.1	Relay Rack Space	per 1.75" x 23" Block	\$ 1.47	
61	8.22.8.2	Equipment Bay	per Bay	\$ 75.96	
62	8.22.12	Security Charge		T.B.D.	
63	8.22.7	Cable Rack Space	per 50 feet	\$ 22.00	
64	8.22.18	Maintenance Labor			Time & Materials
65	8.22.19	Training Labor			Time & Materials
66	8.22.20	Space Reservation Application Fee			T.B.D
67	8.22.21	Space Reservation			T.B.D
68	8.9.11/8.10.2.7	Abandoned Equipment Fee			Time & Materials
69	8.10.2.3	Equipment Removal Fee			Time & Materials
70	8.10.2.4	Equipment Storage Fee			Time & Materials
71	10.3.3.4	Pole Attachment Fee		Same as Pole Agreement	
71a	10.3.3.4.1	Pony Pole Fee	per pole, per year	\$ 33.69	
72	10.3.3.5	Innerduct Occupancy Fee	per foot, per year	\$ 0.82	
73	10.3.3.6	Duct/Conduit Fee	per foot, per year	\$ 1.08	
74	10.3.3.1/10.3.4.1	Inquiry Fee			\$ 174.25
75	10.3.3.3/10.3.4.3	Make-Ready Fee			Time & Materials
76	10.3.3.7/10.3.3.2	Access Agreement Consideration Fee (NRC)			T.B.D.
77	10.3.3.7.1/10.3.5.1	Access Agreement Consideration Annual Fee		T.B.D.	
78	10.3.3.2	Field Verification Fee (ROW, Poles, Manholes)			\$ 146.62
79	10.3.2.10	Final Inspection			Time & Materials
80	10.3.2.11	Non Compliance Fee			Time & Materials
81	10.3.2.12	Material Violation Inspection Fee			Time & Materials
82	10.3.2.16	Termination Fee/Equipment Removal			Time & Materials
83	10.3.2.20	Unauthorized Attachment Audit Fee			Time & Materials
84	10.3.4.2.1	Tactical Planner Fee			Time & Materials
85	10.3.7.1	Joint Use Relocation Fee			Time & Materials
86		UNE Conversion			\$ 6.63
87		UNE Install			\$ 6.63
88		UNE Disco			\$ 6.63
89		After Hours Conversion			Time & Materials
90		After Hours Install			Time & Materials

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**Resale and Facilities-Based Interconnection Rates - Exhibit A
General Communications Inc. and Ketchikan Public Utilities**

Row	Contract Reference	Rate Element	Unit	FINAL RATE	
				Recurring	Nonrecurring
91		Cross Connect (Loop)			\$ 7.05
91a		Cross Connect (Loop) - K71			\$ 13.05
92		Cross Connect (IP)			T.B.D.
93		Cross Connect Disco (Loop)			\$ 6.07
93a		Cross Connect Disco - K71			\$ 12.07
94		Cross Connect Disco (IP)			T.B.D.
95		After Hour Connect (Loop)	Rate of 16 Cross Connects Per Hour (Note 2)		Time & Materials
96		After Hour Connect (IP)			T.B.D.
99		Cross Connect DS1 (Loop) - Conversion	Single Pair Rate x 2		\$ 14.10
99a		Cross Connect DS1 (Loop) - K71			\$ 26.10
99b	Note 4	Installation and Testing - DS1 (Loop) - New			\$ 300.44
100		Cross Connect DS1 (IP)	Single Pair Rate x 2		T.B.D.
101		Cross Connect Disco DS1 (Loop)	Single Pair Rate x 2		\$ 12.14
101a		Cross Connect Disco DS1 (Loop) - K71			\$ 24.14
102		Cross Connect Disco DS1 (IP)	Single Pair Rate x 2		T.B.D.
107		Field Visit Charge (including field test, AML study)			\$ 82.30
108	9.2.2.4	2-Wire Analog Loop		\$ 49.10	
109	9.2.2.4	4-Wire Analog Loop		\$ 98.20	
110	9.2.2.7	DS1 Digital Loop		\$ 159.83	
111	9.2.2.5.1	2-Wire x DSL Qualified Loop		\$ 49.10	
112	9.2.2.5.2	4-Wire x DSL Qualified Loop		\$ 98.20	
113	9.2.7.1 / 9.2.7.2	Multiplex 1/0 per DS1 (DS-0 to DS1 / DS1 to DS0)		\$ 194.20	
114	9.2.7.3 / 9.2.7.4	Multiplex 3/1 per DS3 (DS-1 to DS-3 / DS-3 to DS-1)		\$ 141.36	
115	9.2.8	DACS-ANC Cross Connect DS-0		T.B.D.	
116	9.2.8	DACS-ANC Port: DS1		T.B.D.	

Note 1: Only one charge from rows 12 through 20 should apply to each line; multiple charges are not applicable to a line.

Note 2: For overtime contiguous to the normal workday, GCI will be charged no more than 15 minutes overtime per 4 cross-connects, unless GCI requests that work not begin until after a specified wait-time; wait-time may also be charged as overtime.

For non-contiguous overtime (after-hours call-out), GCI will be charged for no more than 2 hours for the first 24 cross-connects and no more than 15 minutes for each additional 4 cross-connects.

Note 3: Applies when GCI requests after-hours or premium hours production of pre-order data or entry of service orders.

Note 4: Includes DS1 cross-connects, so 99 and/or 99a do not apply in addition to 99b.

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Pursuant to U-06-100(2)

Exhibit A

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Exhibit B

OSS Data Elements

Section 1.0 General Requirements

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

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

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

1.2 KPU shall allow GCI, access to KPU OSS functions and database information, to:

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

Section 2.0 Customer Locations

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2.1 KPU shall provide to GCI, upon contract approval, a map showing wire center boundaries with sufficient detail as to street name and platted lot boundaries for existing and new customer locations showing sufficient detail so that GCI may adequately order, provision and trouble shoot GCI's End Users in the most efficient, seamless manner possible. This data, after the initial delivery, will be maintained by GCI through KPU's notice of network changes. KPU shall provide to GCI access to the KPU Boundary Maps via Computer Disk within 6 business days of approval of this Agreement by the Commission

Section 3.0 Query Based Data Requirements

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

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

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

- Customer services, features, and equipment
- customer billing information (i.e. name, address, customer type, service classification);
- working telephone numbers and services for all addresses associated with account;
- all directory listing information including:
 - listed name
 - listed telephone number
 - listed address

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- listing placement
- listed nickname
- dual name listing
- non-standard telephone number
- current yellow page classified heading/heading code
- indents (indent text)
- non-pub or non-list information
- black dot indicator
- Classified Heading List
- professional identifier
- caption (or sub-listing) -- all lines in current listing for each individual published number
- additional listing
- lines of information
- cross reference listing
- LIDB information
- current LD PIC, Freeze PIC indicator
- interLATA and intraLATA pre-subscription indicator
- configuration data for services such as Line Overflow to Directory number, Call Forward, Remote Call Forward, etc.
- all line or directory hunt information including assigned numbers, sequence in hunt string, hunt group identification, hunting type, etc.

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- service account number(s);
- telephone number(s);
- service address, including house number, community, street directional, street suffix, zip code;
- agency authorization;
- date of agency authorization;
- blocking or blocking exceptions;
- Trunk group or DID related data such as digits out, route index number, telephone line identifier, trunk group number, trunk group identifier, trunk group quantity, 100's (50's) number block quantity;
- circuit ID;
- any special exemptions on record;
- configuration information including:
 - billing telephone number for a trunk group
 - channel code/network channel code, and signaling;(line parameters such as B8ZS or AMI coding, extended super-frames, wink or immediate start, ground or loop start signaling, Custom or National (for PRI), etc. for analog, private line and digital services
 - off-premise circuit/extension or line service locations and type (2-wire, 4-wire etc.)
 - translations such as pointing, routing, and channelization
 - POTS and DID guiding point numbers; (telephone number relationship to PRI/DSS like services)
 - multipoint circuits, including data for all legs of circuit(i.e. addresses for each leg of circuit, associated billing codes and quantities)

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- PRI calling party number feature
 - PRI 911 calling party number feature
 - Identification of active channels on the span
 - Channels associated with a Trunk Group
 - Any telephone number associated with/assigned to a channel
 - Specialized programming associated with the circuit, trunk group or channel such as custom parameters for PRI or POTS emulation, and features such as hunting or forwarding, and the configuration.
- Order due date;
 - Services requested on GCI pending or completed order.

Section 4.0 Availability of Data

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

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