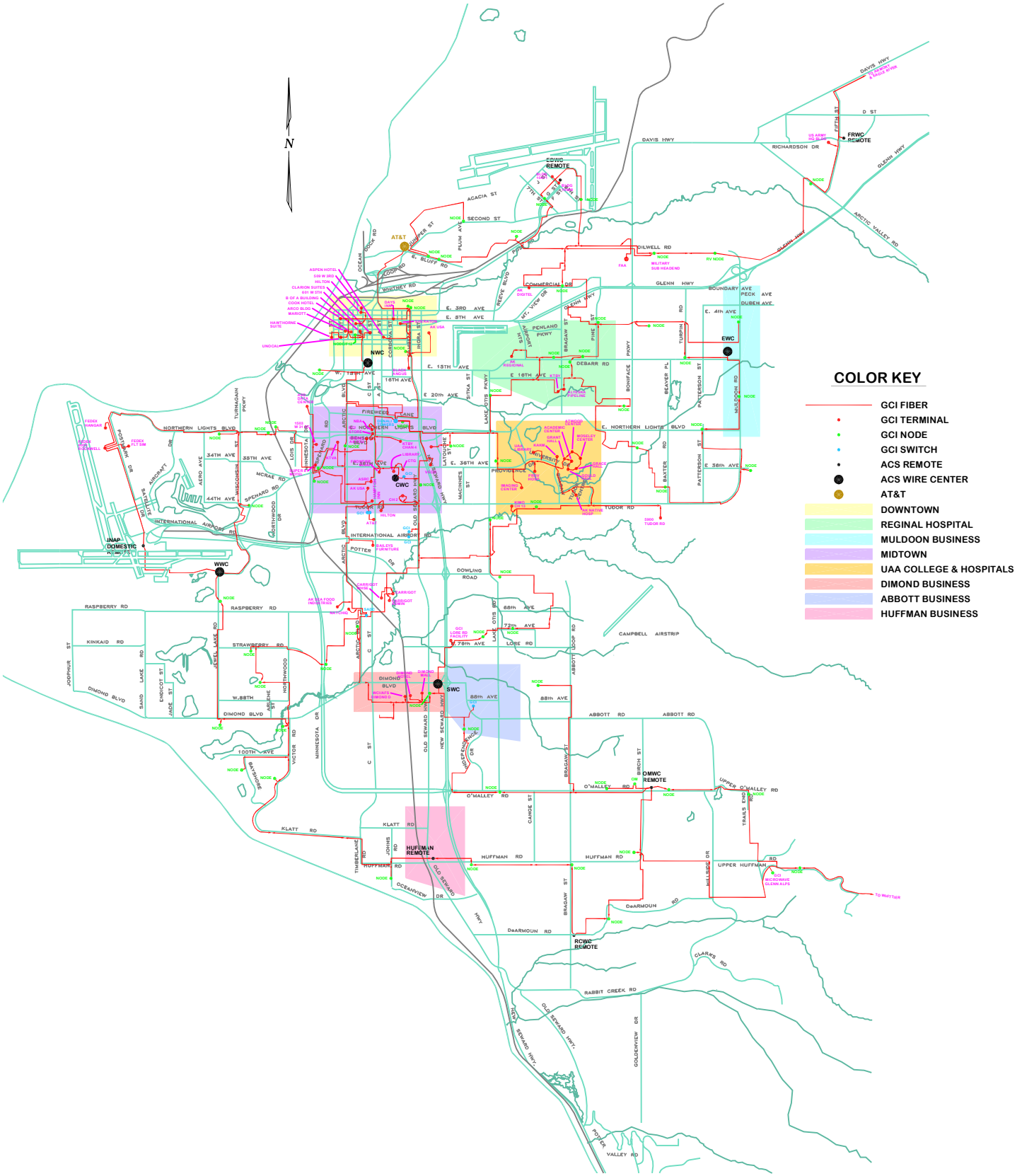
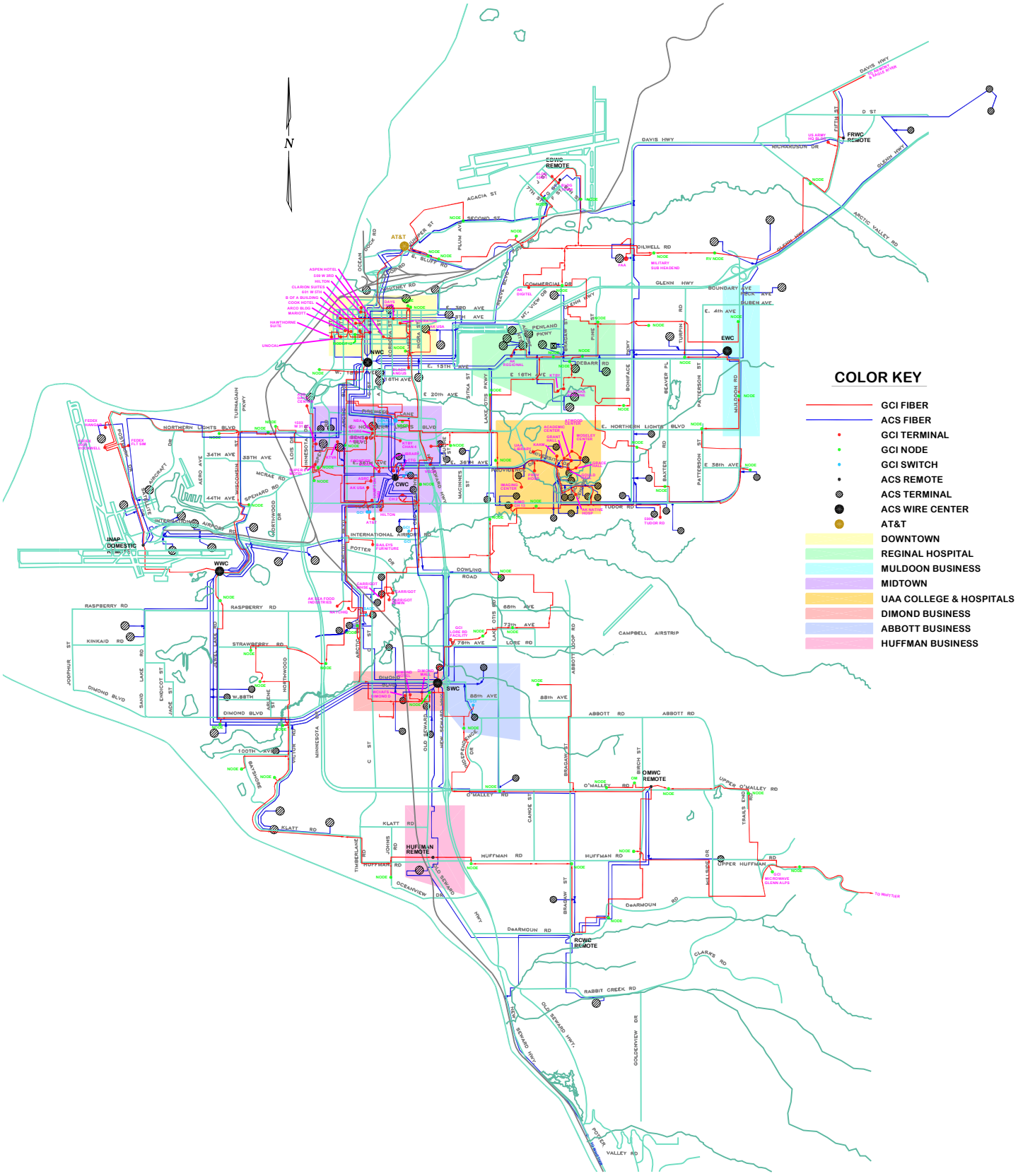
# GCI FIBER NETWORK IN ANCHORAGE

AS MAPPED BY ACS TECHNICIANS



# GCI & ACS FIBER NETWORKS IN ANCHORAGE

AS MAPPED BY ACS TECHNICIANS



**STATE OF ALASKA**

**THE REGULATORY COMMISSION OF ALASKA**

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

| | | |
|---|---|---|
| In the Matter of the Proposed Interconnection and Resale Agreement Between ACS OF ANCHORAGE, INC., ACS OF ALASKA, INC., ACS OF FAIRBANKS, INC., ACS OF THE NORTHLAND, INC. d/b/a ALASKA COMMUNICATIONS SYSTEMS, ACS LOCAL SERVICE and ACS, and GCI COMMUNICATION, CORP. d/b/a GCI COMMUNICATION, INC., d/b/a GCI Adopted by Negotiation | ) | U-07-_____ |

**JOINT SUBMITTAL FOR APPROVAL OF INTERCONNECTION AND RESALE AGREEMENT ADOPTED BY NEGOTIATION**

ACS of Anchorage, Inc., ACS of Alaska, Inc., ACS of Fairbanks, Inc., and ACS of the Northland, Inc. (collectively, "ACS") hereby submit for the Commission's approval the attached Global Interconnection and Resale Agreement between ACS and GCI Communication, Corp. d/b/a GCI Communication, Inc. d/b/a GCI ("GCI"), which was adopted by negotiation.

Pursuant to the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. §252(e)(1), "Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies." The Act provides that a State commission may reject an agreement adopted by negotiation only if it finds:

Alaska Communications Systems
600 Telephone Avenue, MS65
Anchorage, AK 99503
907. 297.3158 • Fax: 907. 297.3153

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity. . .[1]

Under the Act, the Commission must approve or reject a negotiated agreement within 90 days after its submission "or the agreement shall be deemed approved."[2] And, because the Interconnection Agreement was negotiated rather than arbitrated, the Act does not require an implementation schedule.[3]

Therefore, ACS and GCI respectfully request the Commission approve the Global Interconnection and Resale Agreement between ACS and GCI.

DATED this 3rd day of April, 2007, at Anchorage, Alaska.

ALASKA COMMUNICATIONS SYSTEMS

Martha Beckwith

Martha Beckwith
Attorney for ACS of Anchorage, Inc.
ACS of Alaska, Inc., ACS of Fairbanks, Inc. and
ACS of the Northland, Inc.
Alaska Bar No. 7705006

GENERAL COMMUNICATION CORP. d/b/a
GENERAL COMMUNICATION, INC. d/b/a GCI

Martha Beckwith for

Tina Pidgeon
Vice President, Federal Regulatory Affairs

Alaska Communications Systems
600 Telephone Avenue, MS65
Anchorage, AK 99503
907. 297.3158 • Fax: 907. 297.3153

[1] 47 U.S.C.§252(e)(2)(A)(i), (ii).

[2] 47 U.S.C. §252(e)(4).

[3] 47 U.S.C. §252(c)(3).

# GLOBAL INTERCONNECTION AND RESALE AGREEMENT

**Between**

**ACS OF ANCHORAGE, INC., ACS OF ALASKA, INC., ACS OF FAIRBANKS, INC., AND ACS OF THE NORTHLAND, INC.**

**And**

**GCI COMMUNICATION CORPORATION**

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# INTERCONNECTION AND RESALE AGREEMENT

This Global Interconnection and Resale Agreement (the "Global Interconnection Agreement" or "GIA") is between GCI Communication Corp. ("GCICC"), an Alaska Corporation, and ACS of Anchorage, Inc. ("ACS-ANC"), a Delaware corporation, ACS of Alaska, Inc. ("ACS-AK"), ACS of Fairbanks, Inc. ("ACS-F"), and ACS of the Northland, Inc. ("ACS-N") (collectively referred to as "ACS") (together with GCICC, the "Parties"), corporations organized and existing under the laws of the State of Alaska, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

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

WHEREAS, GCICC wishes to purchase Telecommunications Services for resale to others, and ACS is willing to provide such service; and

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

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

WHEREAS, the Parties intend this GIA 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");

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

# PART A – GENERAL TERMS AND CONDITIONS

***Section 1*** ***Scope of this Agreement***

**1.1** This GIA, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. This Part A sets forth the general terms and conditions governing this GIA. 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 GIA. Part C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

**1.2** The Parties agree that ACS-N is a "rural telephone company" as that term is defined in the Telecommunications Act of 1996 ("Act"), and that ACS-N does not waive its rights under Section 251(f)(1) or 251(f)(2) of the Act. The Parties agree that ACS-N is not required to provide any Section 251(c) services to GCICC in the Sitka/Bush and Glacier State study areas during the term of this GIA, except as modified in accordance with this GIA.

**1.3** The Parties agree that any services provided by ACS-N to GCICC are pursuant to Sections 251(a) and 251(b) of the Act. Pursuant to these sections, GCICC may purchase services from ACS-N at commercially negotiated rates or pursuant to the ACS-N tariff.

**LIST OF ATTACHMENTS COMPRISING PART C:**

I. Price Schedule
II. Local Resale
III. Network Elements
IV. General Interconnection and Operational Requirements
V. Collocation
VI. Rights of Way ("ROW"), Conduits, Pole Attachments
VII. Local Number Portability
VIII. General Business Requirements
IX. Reporting Standards
X. Processing and Provisioning Interval Metrics

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

***Section 2 Regulatory Approvals***

**2.1** This GIA, 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 GIA, the Parties shall negotiate promptly and in good faith revisions as may reasonably be required to achieve approval of the GIA.

**2.2** Any performance or duty in this GIA which anticipates or is dependent on the development and implementation of any additional electronic interface capabilities is contingent on the final terms for such an interface, including allocation of costs and scheduling, to be negotiated by the Parties, or in the event the Parties cannot agree, as presented for arbitration, as directed by the Commission in Order U-96-89(42), dated June 25, 2004.

**2.3** The parties agree to defend against any challenge to this GIA. In the event that a regulatory agency or court of competent jurisdiction (a) finds that the terms of this GIA 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 GIA, 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 GIA to the terms of such decision or to the terms of the subject federal or state law or applicable rules, regulations, or orders.

***Section 3 Term and Termination***

**3.1** This GIA shall be deemed effective and implemented in accordance with the Settlement Agreement between the Parties, executed on March 15, 2007. No order or request for services under this GIA shall be processed, with the exception of noncommercial testing, until this GIA is so approved unless otherwise agreed to, in writing by the Parties or as may be allowed by Commission order.

**3.2** The Initial Term of this GIA shall be five (5) years, and commence as of the Effective Date. Following the end of the Initial Term, this GIA will automatically continue year to year, until terminated. Beginning four (4) years from the Effective Date, and year to year thereafter, within thirty (30) days after April 1, either Party may give written Notice of Termination of this GIA. In order to allow for an orderly transition, and the negotiation and, if necessary, arbitration of a Successor Agreement(s), this GIA shall not terminate until one (1) year from the date that the terminating Party provides actual written notice of its decision to terminate this GIA. In the event that arbitration and/or approval by the Commission, or its successor, of a Successor Agreement is not completed by the termination date of this GIA, and except as modified by the mutual agreement of the Parties, this GIA shall continue in effect until such approval of the Successor Agreement(s), but the rates shall be subject to true-up to the rates contained in any Successor Agreements, back to the termination date of this GIA.

3.3 Negotiation and Arbitration of Successor Agreements.

**3.3.1** Within thirty (30) days of the receipt of a Notice of Termination pursuant to Section 3.2, both Parties shall immediately commence negotiations of one or more successor interconnection agreements. Both Parties shall negotiate in good faith, using their best efforts to reach such successor agreement(s).

**3.3.2** Beginning sixty (60) days after the earlier date on which either party received a Notice of Termination, and prior to the 160th day after the earlier date on which either party received a Notice of Termination, either party may request arbitration pursuant to Section 3.3.3. The Parties may extend the deadline for requesting arbitration by mutual agreement.

**3.3.3** All disputes with respect to the rates, terms and conditions to be included within the Successor Agreement(s) to the GIA shall be arbitrated hereunder. Arbitration of a Successor Agreement(s) shall be conducted pursuant to the laws of the State of Alaska, the Commercial Arbitration Rules of the American Arbitration Association, the Act, and the implementing rules of the FCC, including specifically, but not limited to, Sections 252(b)-(d) of the Act, except that the Arbitrator will not be the RCA or its designee. The arbitration shall be conducted in Anchorage, Alaska.

**3.3.3.1** Arbitrator Selection. The Parties shall hold an initial meeting within seven (7) business days from receipt of notice from the requesting party of a request for arbitration. The Arbitrator shall be selected as specified herein. Unless otherwise agreed in writing, the Parties will jointly appoint a mutually-acceptable arbitrator not affiliated with either party. If they are unable to agree upon such appointment within thirty (30) days of the initial meeting, the Parties shall obtain an odd numbered list of not less than five (5) potential arbitrators from the Superior Court for the Third Judicial District, State of Alaska. Each party shall alternatively strike a single name from the list until only one name remains, with such person to be the arbitrator. The party requesting the arbitration shall strike the first name.

**3.3.3.2** Costs. Each party shall pay one-half (½) of the costs related to the arbitration, unless the arbitrator's decision provides otherwise. Each party shall bear its own costs to prepare for and participate in the arbitration.

**3.3.3.3** Document Production. Each party shall produce at the request of the other party, at least thirty (30) days in advance of the hearing, all documents to be submitted at the hearing and such other

documents as are relevant to the issues or likely to lead to relevant information.

**3.3.3.4** Arbitrator's Decision and Review. The Arbitrator shall promptly render a written decision within thirty (30) days of the conclusion of the hearing or any supplemental briefing, unless the Parties agree otherwise, in accordance with Alaska and federal law and regulations, and supported by substantial evidence in the record. Failure to apply applicable law pursuant to Section 3.3.3, or entry of a decision that is not based on substantial evidence in the record, shall be grounds for modifying or vacating an arbitration decision. Either party may petition the United States District Court for the District of Alaska to modify, vacate or correct the Arbitrator's decision.

**3.3.4** Notwithstanding the filing of any petition to review the Arbitrator's decision pursuant to Section 3.3.3.4, the Parties shall submit to the RCA for approval pursuant to Section 252(e)(1) of the Act, any Successor Agreement(s). Such agreements, whether or not reached through arbitration pursuant to Section 3.3.3, shall be submitted as agreement(s) reached through negotiation pursuant to Section 252(a) of the Act.

***Section 4 Charges and Payment***

**4.1** In consideration of the services and network elements provided by ACS under this GIA, GCICC shall pay the charges set forth in Part C, Attachment I.

**4.2** In consideration of the network elements provided by GCICC under this GIA, ACS shall pay the charges set forth in Part C, Attachment I.

***Section 5 Audits and Examinations***

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

**5.2** Upon sixty (60) days written notice by the requesting party to the other, the requesting party shall have the right through its authorized representative to make an Audit. Such Audit shall take place during normal business hours, of records, accounts, and processes which contain information bearing upon the provision of the services provided and performance standards under this GIA. Within the above-described period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Responding party agrees to provide Audit support, including appropriate access to and use of facilities (e.g., conference rooms, telephones, copying machines).

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

**5.4** Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The requesting party shall pay for the reasonable cost of special data extraction required to conduct the Audit or Examination. For purposes of this Section 5.4, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting party's specifications and at that party's expense, the requesting party shall specify at the time of request whether the program is to be retained by the responding party for reuse for any subsequent Audit or Examination.

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

**5.6** This Section 5 shall survive expiration or termination of this GIA for a period of two (2) years after expiration or termination of this GIA.

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

**6.1** Based upon the consideration of the scope of the Network elements, Services and Local Interconnection provided by ACS under this GIA, ACS shall promptly consider and analyze access to categories of unbundled Network Elements not covered in this GIA with the submission of a Network Element Bona Fide Request by GCICC hereunder. The Network Element Bona Fide Request process set forth herein is intended solely to address provision of interconnection, elements and services not currently available from ACS or not currently required by applicable law.

**6.2** A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element. The Parties will meet to discuss such request and to clarify any questions regarding its scope.

**6.3** GCICC may cancel a Network Element Bona Fide Request at any time, but shall pay ACS actual, reasonable, and verifiable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

**6.4** Within forty-five (45) days of its receipt of a Network Bona Fide Request, ACS shall deliver to GCICC a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that ACS will offer access to the Network Element or will provide a detailed explanation of why it will not offer such access.

**6.5** Upon receipt of the preliminary analysis, GCICC shall, within thirty (30) days, notify ACS of its intent to proceed or not to proceed.

**6.6** ACS shall promptly proceed with the Network Element Bona Fide Request upon receipt of written authorization from GCICC. When it receives such authorization, ACS shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

**6.7** As soon as feasible, but not more than sixty (60) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, ACS shall provide to GCICC a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

**6.8** Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, GCICC must either confirm its order for the Network Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

## *Section 7 Intellectual Property Rights*

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

## *Section 8 Limitation of Liability*

Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits

or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 9 to indemnify, defend, and hold the other party harmless against amounts payable to third parties.

***Section 9 Indemnification***

**9.1** To the extent not prohibited by law, each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement or any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or 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 GIA including but not limited to collocation; that are the result of or arising out of such Indemnifying Party's actions or omissions, including negligence or willful acts, breach of Applicable Law, or breach of representations or covenants made in this GIA, or the actions, breach of Applicable Law or of this GIA by its officers, directors, employees, agents and subcontractors, or (ii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from the Indemnifying Party's or the Indemnifying Party's Customer's use of the Network Elements, Ancillary Functions, Combinations, Local Services or other services provided under this GIA.

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

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

**9.4** When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services or Network Element provided or contemplated under this GIA, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to or arising out of this GIA, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss.

***Section 10 Remedies***

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

**10.2** Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this GIA, 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 GIA, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this GIA.

***Section 11 Insurance***

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

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

**11.2** Required limits may be satisfied through primary and umbrella or excess policies; all insurance coverage shall be underwritten by companies licensed to do business in the

State of Alaska. All policies required of GCICC shall be deemed to be primary and not contributing to or in excess of any similar insurance coverage purchased or maintained by ACS.

**11.3** Each policy shall contain a waiver of subrogation clause.

**11.4** All policies, as permitted by law, shall be endorsed to name ACS as an Additional Insured. GCICC shall produce Certificate(s) of Insurance, including a copy of the Additional Insured Endorsement prior to ACS's performance under this contract and annually thereafter as long as GCICC uses or occupies collocation space. GCICC, or GCICC's insurer, shall provide ACS 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 GIA is in effect or GCICC's equipment remains within any collocation space, whichever is later. GCICC's obligation to provide insurance coverage is not limited to collocation activity, but is intended to cover any liability arising out of this GIA.

## *Section 12 Confidentiality and Publicity*

**12.1** Subject to the limitations of Section 12.3, all information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this GIA, or acquired in the course of performance of this GIA, shall be deemed confidential and proprietary to the Disclosing Party and subject to this GIA. Confidential or proprietary information shall be used for purposes of interconnection only and shall not be used in any way whatsoever for marketing. Such information includes but not limited to, trade secrets, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, orders for services, usage information in any form.

**12.2** Regardless of the means of disclosure, Information shall be protected by the receiving Party in accordance with the terms of this Section 12, provided that such Information should reasonably have been understood by the receiving Party, by virtue of legends or other markings or the circumstances of disclosure or the nature of the Information itself, to be proprietary and confidential to the disclosing Party. Each Party agrees that the Information it receives shall not be copied or reproduced in any form except to the extent reasonably necessary to such Party's exercise of its rights or performance of its obligations pursuant to this GIA. Each Party agrees to protect the Information received from distribution, disclosure or dissemination to anyone except its employees and consultants with a need to know such Information. When requested as to specific information, each party agrees to provide the other with a list of persons receiving the confidential or proprietary information. Each Party will use the same standard of care to protect Information received as it would use to protect its own confidential and proprietary Information.

**12.3** Notwithstanding the provisions of Section 12.1, there will be no obligation to protect any portion of Information that is (a) made available by the owner of the

Information or lawfully disclosed by a nonParty to this GIA; (b) lawfully obtained from any source other than the owner of the Information; (c) previously known to the receiving Party without an obligation to keep it confidential; or (d) independently developed by the receiving Party without use of the Information disclosed.

**12.4** Disclosure of Information received shall not be prohibited to the extent such disclosure is compelled by a court or administrative agency having jurisdiction over the receiving Party or is otherwise required by law. In such event, however, the receiving Party shall use reasonable efforts to notify the other Party prior to making such disclosure and shall cooperate in the other Party's efforts to object to such disclosure or to obtain confidential treatment of the Information to be disclosed.

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

***Section 13 Warranties***

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

***Section 14 Assignment and Subcontract***

A Party shall have the right to assign this GIA or any right, obligation or interest hereunder to an affiliated entity upon written notice to the other Party. Neither Party shall assign this GIA, or any of its rights, obligations, or interest hereunder to a non-affiliated entity, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment or delegation in violation of this Section shall be void and ineffective, and shall constitute a default of this GIA.

***Section 15 Governing Law***

The construction, interpretation, and performance of this agreement shall be governed by and construed in accordance with the laws of the State of Alaska except for its conflicts

of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

### *Section 16 Relationship of Parties*

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state, and local income taxes, social security taxes, and other payroll taxes with respect to its employees, as well as any taxes, contributions, or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire, and otherwise control its employees.

### *Section 17 No Third Party Beneficiaries*

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

### *Section 18 Notices*

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

To GCICC:

| | |
|---|---|
| Name: | Gina Borland |
| Title: | VP and General Manager of Local Services |
| Address: | 2550 Denali Street, Suite 1000<br>Anchorage, AK 99503 |

| | |
|---|---|
| Name: | Mark Moderow |
| Title: | Corporate Counsel |
| Address: | 2550 Denali Street, Suite 1000<br>Anchorage, AK 99503 |

To ACS:

| | |
|---|---|
| Name: | Jill Hume |
| Title: | Manager, Carrier Relations |
| Address: | 600 Telephone Avenue, MS01<br>Anchorage, Alaska 99503 |
| Name: | Leonard Steinberg |
| Title: | VP & General Counsel |
| Address: | 600 Telephone Avenue, MS65<br>Anchorage, Alaska 99503 |

***Section 19 Waivers***

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

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

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

***Section 20 Force Majeure***

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

***Section 21 Dispute Resolution***

It is the intent of the Parties that all disputes arising under this GIA be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the

procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact with designated personnel of the Parties. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim or controversy of any kind, arising under or in connection with, or in any way pertaining to this GIA.

**21.1** Any dispute between the Parties regarding the interpretation or enforcement of this GIA 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.

**21.2** Any dispute arising out of or relating to this GIA that the Parties themselves cannot resolve through negotiation, pursuant to subsection 21.1, above, or subsection 21.4.4, below, may, by mutual consent, be submitted to alternate dispute resolution. In the event voluntary alternate dispute resolution is not agreeable, either party may proceed before any regulatory agency or court of competent jurisdiction. In the event a proceeding is brought before the Commission requesting an expedited exercise of its arbitration procedures, which may be opposed, and the request is granted, the expedited arbitration of such dispute may occur no later than sixty (60) days from the date of submission of responsive pleadings. During any proceeding each Party shall continue to perform its obligations under this GIA provided, however, that neither Party shall be required to act in any unlawful fashion.

**21.3** Disputes arising under Part C, Attachment X shall be resolved in accordance with Part C, Attachment X, Section 7, Dispute Resolution.

**21.4 All Other Billing and Operations Disputes**

For all other disputes not covered by the foregoing subsection above, the Parties shall use the following dispute resolution procedures:

**21.4.1** 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.

**21.4.2** In the event that such matter remains unresolved, ten (10) working 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.

**21.4.3** In the event that the meeting or conference call specified in Section 21.4.2 above does not resolve such matter, the President, Chief Operating Officer or a Vice President 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.

**21.4.4** 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.

**21.5 Standing Mediator/Arbitrator**

To ensure that disputes are resolved expeditiously, the Parties agree in advance that Mr. Glenn Cravez will serve as the standing arbitrator for disputes that arise from this GIA. If Mr. Cravez is unavailable to hear a particular dispute, the parties shall attempt to agree on a temporary replacement. If the Parties cannot agree, the Parties shall jointly request the Commission to select a neutral and impartial replacement to hear the dispute.

**21.5.1 Timing:** Mr. Cravez or his replacement shall convene a pre-hearing scheduling conference within five (5) days of written notice by either Party requesting arbitration under this GIA. Mr. Cravez or his replacement 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.

**21.5.2 Governing Rules:** Mr. Cravez or his replacement 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 GIA. The arbitration shall be conducted in a location in Anchorage determined by Mr. Cravez or his replacement. All discovery activities shall be expressly limited to matters directly relevant to the dispute being arbitrated.

**21.5.3 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.

**21.5.4 Arbitrator Powers; Awards:** Mr. Cravez or his replacement (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 issue a written decision that includes specific, written findings of fact and conclusions of law.

**21.5.5 Commission Review:** Mr. Cravez or his replacement'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.

**21.5.6 Damages:** Mr. Cravez 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.

**21.6 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. Both Parties must continue to perform services and provide access to network elements 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 and the Commission confirms it. 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.

***Section 22 Taxes***

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 GIA shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

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

**23.1** GCICC shall in no event be liable to ACS for any costs whatsoever resulting from the presence or release of any Environmental Hazard that GCICC did not cause, introduce or contribute to the affected work location. ACS hereby releases, and shall also indemnify, defend (at GCICC's request) and hold harmless GCICC and each of GCICC's officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that ACS, its contractors, or its agents introduce to the work locations.

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

**23.3** In the event any suspect material within ACS-owned, operated or leased facilities are identified to be asbestos-containing, GCICC will, at GCICC's expense, notify ACS 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 GCICC 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 GCICC or equipment placement activities that result in the generation or disturbance of asbestos containing material, GCICC shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect GCICC equipment or operations, including, but not limited to, contamination of equipment.

**23.4** Within ten (10) business days of GCICC's request for any space in ACS owned or controlled facility, ACS shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of any and all known or suspected asbestos containing materials, lead paint, hazardous or regulated

substances, or any evidence of radon. Information is considered in ACS's possession under this GIA if it is in the possession of an employee, agent, or authorized representative of ACS.

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

**23.6** Subject to this Section 24 and to ACS's standard security procedures, which procedures will be provided to GCICC, ACS shall allow GCICC at GCICC's expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which GCICC deems to be necessary in support of its collocation needs. GCICC agrees to share the results of such investigations or surveys with ACS.

### *Section 24 Amendments and Modifications*

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

### *Section 25 Severability*

Subject to Section 2 - Regulatory Approvals, if any part of this GIA 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 GIA which is invalid. In all other respects this GIA will stand as if such invalid provision had not been a part thereof, and the remainder of the GIA shall remain in full force and effect.

### *Section 26 Headings Not Controlling*

The headings and numbering of Sections, Parts and Attachments in this GIA 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 GIA.

### *Section 27 Entire Agreement*

This GIA sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this GIA

or as it contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

***Section 28 Counterparts***

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

***Section 29 Successors and Assigns***

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

***Section 30 Implementation Team***

**30.1** The Parties agree to establish an Implementation Team within thirty (30) days of approval of this Agreement by the Commission. The purpose of the Team will be to identify and develop supplemental processes, operational procedures, and guidelines to implement the terms of this GIA.

**30.2** In establishing this Team the Parties recognize that technical and operational coordination between the Parties will be required to implement the arrangements and provisions of services established by this GIA. The Parties further recognize that the many technical and operational procedures cannot be fully anticipated or resolved in advance of actual interconnection; and that, for many reasons, including the possible need to address interconnection with other interconnecting carriers, the procedures employed may change over time. The Parties further recognize that they have a common interest in implementing this GIA in a practical and efficient manner, and in establishing a process for this purpose.

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

**30.4** 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 GIA shall be documented in an Operations Manual. Should there be a conflict between the terms of this GIA and the Operations Manual, the terms of this GIA shall control. The manual may address the following matters and may address any other matters agreed upon by the Implementation Team:

- the administration and maintenance of the interconnecting networks

- disaster recovery and escalation provisions;
- access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
- single points of contact for ordering, provisioning, billing and maintenance;
- service ordering and provisioning procedures, including provision of the trunks and facilities;
- conditioning and provisioning of collocation space and maintenance of collocated equipment;
- joint systems readiness and operational readiness plans;
- appropriate testing of services, equipment, facilities and Network Elements;
- procedures for coordination of local PIC changes and processing;
- physical and network security concerns;
- such other matters specifically referenced in this GIA that are to be agreed upon by the Implementation Team; and
- 911 and E911 processes and procedures.

**30.5** In the event that the Implementation Team cannot agree upon any matter, that matter may be referred to a senior manager of each company designated for this purpose. The managers shall then confer and seek to resolve the matter.

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

***Section 31 Joint Work Product***

This GIA 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 GIA.

***Section 32 Parity of Service***

ACS shall perform its obligation and duties under this GIA, and will provide services and network functions and elements, including, but not limited to, Local Interconnection, Services for Resale, and Network Elements, with a non-discriminatory, non-preferential quality of service and a level of performance at parity with that which it uses for its own operations or the operations of its affiliates or for the provision of services to its own subscribers, or the subscribers of its affiliates. Notwithstanding the foregoing, the Parties agree that the terms of Part C, Attachment X shall apply as written.

***Section 33 ACS-ANC Forbearance Appeals***

Notwithstanding any other provision of the GIA or the Settlement Agreement between the Parties, executed on March 15, 2007, the terms of this GIA shall apply notwithstanding any general change of law or any court or FCC order which may result from any appeal of the FCC order released January 30, 2007 in WC Docket No. 05-281, ACS-ANC Petition Pursuant to Section 10 of the Communications Act of 1934, as Amended, for Forbearance from Sections 251(c)(2) and 252(d)(1) in the Anchorage LEC Study Area ("FCC Order"). The Parties agree that ACS-ANC may intervene in appeals of the FCC Order for the sole purpose of challenging jurisdiction and to seek dismissal of the appeals on those grounds.

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

| **GCI Communication Corporation** | **ACS of Anchorage, Inc.**<br>**ACS of Fairbanks, Inc.**<br>**ACS of Alaska, Inc.**<br>**ACS of the Northland, Inc.** |
|---|---|
| By: F.W. Hitz III | By: D.C. Eisenberg |
| Name: F.W. Hitz, III | Name: David C. Eisenberg |
| Title: VP, Regulatory, Economics & Finance | Title: Senior Vice President, Corporate Strategy, Development & Marketing |
| Date: 4/3/07 | Date: 4/3/07 |

# PART B – DEFINITIONS

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

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

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

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

"APPROVAL DATE" is the date on which Commission approval of the GIA is granted.

"ATTACHMENT" is any placement of GCICC's facilities in or on ACS's Poles, ducts, conduits, or Right of Way.

"BUSINESS DAY(S)" means the days of the week excluding Saturdays, Sundays, and all state legal holidays. Notwithstanding the foregoing, the term "Days" shall be applied in Part C, Attachment X, as defined therein.

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

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

"CLEC" means a Competitive Local Exchange Carrier.

"CONVERSION" or "MIGRATION" means moving existing customers from one carrier to another carrier or converting an existing service from one type of interconnection to another type of interconnection i.e., from wholesale to UNE Loop. These terms are used interchangeable through this GIA.

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

"ENVIRONMENTAL HAZARD" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act) or (ii) poses risks to human health, or the environment and is regulated under any Applicable Law.

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

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

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

"LSR" shall mean Local Service Request.

"MIGRATION" or "CONVERSION" means moving existing customers from one carrier to another carrier or converting an existing service from one type of interconnection to another type of interconnection i.e., from wholesale to UNE Loop. These terms are used interchangeable through this GIA.

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

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

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

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

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

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

"REAL TIME" means the actual time in which an event takes place, with the reporting on or the recording of the event simultaneous with its occurrence. In data processing or data communications, "real time" means the data is dispatched for processing the moment it enters a computer, as opposed to batch processing, where the information enters the system, is stored and is operated at a later time.

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

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

"SUB-FEEDER" is a portion of the trunk line, or "feeder," that can be accessed without removing a splice case to reach the wire or fiber with-in.

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

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

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

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

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

# Price Schedule

## *Section 1 Monthly Recurring Rate Elements*

### 1.1 Resale (Attachment II)

| DISCOUNT | ACS-ANC | ACS-F | ACS-AK | ACS-N |
|---|---|---|---|---|
| Wholesale Discount off of Retail Rates | 24.62% | 24.62% | 24.62% | 0% |

### 1.2 Local Loop Elements (Attachment III, Section 3)

| REQUIREMENTS to 7/31/07 | ACS-ANC | ACS-F | ACS-AK Juneau |
|---|---|---|---|
| 2-Wire Analog Loop | $23.00 | $23.00 | $23.00 |
| 4-Wire Analog Loop | $46.00 | $46.00 | $46.00 |
| 2-Wire Digital Loop | $23.00 | $23.00 | $23.00 |
| 4-Wire Digital Loop | $46.00 | $46.00 | $46.00 |
| DS1 Digital Loop | $86.23 | $86.23 | $86.23 |
| 2-Wire xDSL Loop | $23.00 | $23.00 | $23.00 |
| 4-Wire xDSL Loop | $46.00 | $46.00 | $46.00 |
| Feeder Sub-Loop | $7.22 | $7.22 | $7.22 |
| Distribution Sub-Loop | $11.45 | $11.45 | $11.45 |
| Network Interface Device | $0.84 | $0.84 | $0.84 |
| Loop Concentrator | $3.49 | $3.49 | $3.49 |

| REQUIREMENTS beginning 8/1/07 | ACS-ANC | ACS-F | ACS-AK Juneau |
|---|---|---|---|
| 2-Wire Analog Loop | (1) | (1) | (1) |
| 4-Wire Analog Loop | (1) * 2 | (1) * 2 | (1) * 2 |
| 2-Wire Digital Loop | (1) | (1) | (1) |
| 4-Wire Digital Loop | (1) * 2 | (1) * 2 | (1) * 2 |
| DS1 Digital Loop | $86.23 | $86.23 | $86.23 |
| 2-Wire xDSL Loop | (1) | (1) | (1) |
| 4-Wire xDSL Loop | (1) * 2 | (1) * 2 | (1) * 2 |
| Feeder Sub-Loop, % of (1) loop rate | 31.4% | 31.4% | 31.4% |
| Distribution Sub-Loop, % of (1) loop rate | 49.8% | 49.8% | 49.8% |
| Network Interface Device, % of (1) loop rate | 3.6% | 3.6% | 3.6% |
| Loop Concentrator, % of (1) loop rate | 15.2% | 15.2% | 15.2% |
| | | | |
| *"* 2" means multiplied by 2.* | | | |
| | | | |
| **Monthly Volume per 2-wire loop or loop equivalent; or 4-wire loop * 2** | **(1)** | **(1)** | **(1)** |
| 1 – 5,000 | $26.45 | $26.45 | $26.45 |
| 5,001 - 12,500 | $25.76 | $25.76 | $25.76 |

| REQUIREMENTS beginning 8/1/07 | ACS-ANC | ACS-F | ACS-AK Juneau |
|---|---|---|---|
| 12,501 - 20,000 | $25.07 | $25.07 | $25.07 |
| 20,001 - 27,500 | $24.38 | $24.38 | $24.38 |
| 27,501 – 35,000 | $23.69 | $23.69 | $23.69 |
| 35,001 – 45,000 | $23.00 | $23.00 | $23.00 |
| 45,001 + | $22.31 | $22.31 | $22.31 |
| | | | |
| *"Monthly Volume" includes all ACS-ANC, ACS-F, ACS-AK, and ACS-N wholesale voice grade or voice grade equivalent lines sold under a wholesale rate or a total service resale at retail rate, the loop component of UNE-P, UNE 2- wire loop, and UNE 4-wire loop (counted as two (2) loops), combined into a single monthly volume that exists on the last day of the prior month. "Volume" loops do not include sub-loops or DS-1 loops.* | | | |

### 1.3 Local Switching (Attachment III, Section 4)

| REQUIREMENTS | ACS-F | ACS-AK Juneau |
|---|---|---|
| Local Switching, per originating Minute | $0.0028623 | $0.0028623 |
| Line Port Charges (Card and Slot) | $1.38 | $1.38 |
| AMA Record transfer , rate/file transfer | $50.00 | $50.00 |
| AMA Record fee, per record | $0.001 | $0.001 |

### 1.4 Local Tandem Switching (Attachment III, Section 5)

| REQUIREMENTS | ACS-ANC | ACS-F | ACS-AK Juneau |
|---|---|---|---|
| Tandem Switching, per access minute/mile | $0.004712 | $0.004712 | $0.004712 |
| Tandem Switched Facility | $0.000109 | $0.000109 | $0.000109 |
| Tandem Switched Termination | $0.000416 | $0.000416 | $0.000416 |

### 1.5 Interoffice Transport (Attachment III, Section 6)

| REQUIREMENTS | ACS-ANC | ACS-F | ACS-AK Juneau |
|---|---|---|---|
| Entrance Facility, per termination | | | |
| 2-Wire Voice Grade | $22.49 | $22.49 | $22.49 |
| 4-Wire Voice Grade | $40.41 | $40.41 | $40.41 |
| Hi Capacity DS-1 | $107.80 | $107.80 | $107.80 |
| Three DS-3's | $1,030.33 | $1,030.33 | $1,030.33 |
| Channel Interface Connection | $1,594.88 | $1,594.88 | $1,594.88 |
| | | | |
| Direct Trunked Transport – Facility, per mile | | | |
| Voice Grade | $1.15 | $1.15 | $1.15 |
| Hi Capacity DS-1 | $23.53 | $23.53 | $23.53 |
| Hi Capacity DS-3 | $225.92 | $225.92 | $225.92 |

| REQUIREMENTS | ACS-ANC | ACS-F | ACS-AK Juneau |
|---|---|---|---|
| | | | |
| Direct Trunked Transport – Termination, per termination | | | |
| Voice Grade | $10.76 | $10.76 | $10.76 |
| Hi Capacity DS-1 | $89.94 | $89.94 | $89.94 |
| Hi Capacity DS-3 | $404.71 | $404.71 | $404.71 |
| | | | |
| DS-1 to Voice Multiplexing, per arrangement | $365.68 | $365.68 | $365.68 |
| DS-3 to DS-1 Multiplexing, per arrangement | $377.87 | $377.87 | $377.87 |

### 1.6 End-User Transmission Facilities (Attachment III, Section 7)

| REQUIREMENTS | ACS-ANC | ACS-F | ACS-AK Juneau |
|---|---|---|---|
| DS1 | $86.23 | $86.23 | $86.23 |
| DS3 Digital Loop Interconnection per DS-3 | $2406.48 | $2406.48 | $2406.48 |
| DS3 Fiber Facility – per lineal foot for 1st DS-3 | $0.029 | $0.029 | $0.029 |
| DS3 Digital Loop Interconnection each additional DS-3 | $173.67 | $173.67 | $173.67 |
| Demultiplex 0/1 DS0 (DS-0 to DS-1) | $17.42 | $17.42 | $17.42 |
| Multiplex 1/0 per DS1 (DS-1 to DS-0) | $418.02 | $418.02 | $418.02 |
| Multiplex 3/1 per DS3 (DS-1 to DS-3 / DS-3 to DS-1) | $583.01 | $583.01 | $583.01 |
| DACS Cross Connect: DS-0 | $2.59 | $2.59 | $2.59 |
| DACS Port: DS1 | $62.08 | $62.08 | $62.08 |
| Dark Fiber – per lineal foot | $0.029 | $0.029 | $0.029 |

### 1.7 SS7 and Call Related Databases (Attachment III, Section 13)

| REQUIREMENTS | ACS-ANC | ACS-F | ACS-AK Juneau |
|---|---|---|---|
| Signaling Links, $ / link / month | $8.96 | $8.96 | $8.96 |
| Signal Transfer Point ("STP), $ / signaling message | $0.00055 | $0.00055 | $0.00055 |
| Service Control Point ("SCP") owned by ACS, $ / query | $0.000877 | $0.000877 | $0.000877 |

### 1.8 Bill and Keep

| REQUIREMENTS | RATE |
|---|---|
| Local to local traffic including Internet Service Provider, based on bill and keep | Bill and Keep |

## *Section 2 Non-Recurring Rate Elements*

### 2.1 Resale (Attachment II)

| DISCOUNT | ACS-ANC | ACS-F | ACS-AK | ACS-N |
|---|---|---|---|---|
| Wholesale Discount off of Retail Rates | 24.62% | 24.62% | 24.62% | 0% |

### 2.2 Service Orders

### 2.2.1 Electronic Local Loop (Attachment III, Section 3)

| | ELECTRONIC Local Loop Non-Recurring Service Order Charge | | |
|---|---|---|---|
| **REQUIREMENTS** | **Initiate** | **Disconnect** | **Migrate** |
| **Local Loop Elements** | Applies to initiate, cancel, reschedule, and reject orders | Applies to disconnect orders | Applies to migrate between carriers or between type of interconnection with same carrier |
| 2-Wire Analog Loop | $2.53 | $0.31 | $1.62 |

### 2.2.2 Non-electronic Local Loop (Attachment III, Section 3)

| | **Non-ELECTRONIC Local Loop Non-Recurring Service Order Charge** | | |
|---|---|---|---|
| **REQUIREMENTS** | **Initiate** | **Disconnect** | **Migrate** |
| **Local Loop Elements** | Applies to initiate, cancel, reschedule, and reject orders | Applies to disconnect orders | Applies to migrate between carriers or between type of interconnection with same carrier |
| 2-Wire Analog Loop | $7.39 | $3.12 | $7.85 |
| Five Loops or Less<br>• 2-Wire Digital Loop<br>• 4-Wire Analog Loop<br>• 4-Wire Digital Loop<br>• DS1 Digital Loop<br>• 2-Wire xDSL Loop<br>• 4-Wire xDSL Loop<br>• Distribution Sub-Loop<br>• Feeder Sub-Loop<br>• Network Interface Device<br>• Loop Concentrator | $44.02 | $28.02 | $58.79 |
| Per Five loops, or fraction thereof, over the initial five loops<br>• 2-Wire Digital Loop<br>• 4-Wire Analog Loop<br>• 4-Wire Digital Loop<br>• DS1 Digital Loop<br>• 2-Wire xDSL Loop<br>• 4-Wire xDSL Loop<br>• Distribution Sub-Loop<br>• Feeder Sub-Loop<br>• Network Interface Device<br>• Loop Concentrator | $15.00 | $7.16 | $19.26 |
| UNE-P | $1.09 | $1.09 | $1.09 |

### 2.2.3 Non-electronic End-User Transmission Facilities (Attachment III, Section 5)

| | Non-ELECTRONIC End-User Transmission Facilities Non-Recurring Service Order Charge | | |
|---|---|---|---|
| **REQUIREMENTS** | **Initiate** | **Disconnect** | **Migrate** |
| DS1, per DS1 | $35.95 | $35.95 | |
| DS3, per DS3 | $35.95 | $35.95 | |
| Demultiplex 0/1 (DS-0 to DS-1) per Order | $35.95 | $35.95 | |
| Multiplex 1/0 (DS-1 to DS-0), per Order | $35.95 | $35.95 | |
| Multiplex 3/1 (DS-1 to DS-3 / DS-3 to DS-1), per Order | $35.95 | $35.95 | |

### 2.2.4 Non-Electronic Miscellaneous

| | ELECTRONIC Local Loop Non-Recurring Service Order Charge |
|---|---|
| Port Single Number | $2.00 |

| | Non-ELECTRONIC Local Loop Non-Recurring Service Order Charge |
|---|---|
| Port Single Number | $5.94 |
| Port DID Group, Business ACS Operating Hours | $74.47 |
| Port DID Group, Non-Business ACS Operating Hours | $85.64 |

### 2.3 Central Office Connect Charges

### 2.3.1 Business ACS Operating Hours Local Loop

| | BUSINESS ACS OPERATING HOURS Non-Recurring Central Office Connect Charge | | |
|---|---|---|---|
| **REQUIREMENTS** | **Initiate** | **Disconnect** | **Migrate** |
| | Applies to Connect | Applies to disconnect | Applies to disconnect and connect |
| UNE Loop per loop | $5.12 | $3.88 | $5.85 |
| Distribution Sub-loop Feeder Sub-Loop | $84.58 | $84.58 | |

### 2.3.2 Business ACS Operating Hours End-User Transmission Facilities

| REQUIREMENTS | NON-RECURRING |
|---|---|
| | Applies to cancel or expedite a service order request. One NRC applies per rate element, per quantity. |
| DS1 | $434.16 |
| DS3 | $866.48 |
| DACS Cross Connect: DS-0 | $124.00 |
| DACS Port: DS1 | $2,976.00 |

### 2.3.3 Non-Business ACS Operating Hours Local Loop

| | Non-BUSINESS ACS OPERATING HOURS Non-Recurring Central Office Connect Charge | | |
|---|---|---|---|
| **REQUIREMENTS** | **Initiate** | **Disconnect** | **Migrate** |
| | Applies to connect | Applies to disconnect | Applies to disconnect and connect |
| UNE Loop per loop | $12.16 | $10.74 | $13.01 |

## 2.4 Miscellaneous Nonrecurring Charges

### 2.4.1 Miscellaneous Transmission Facilities

| REQUIREMENTS | ACS-ANC | ACS-F | ACS-AK Juneau |
|---|---|---|---|
| | | | |
| Field Visit Charge | $82.30 | $82.30 | $82.30 |
| GR-303 DLC Loop Conversion Charge | $5.07 | $5.07 | $5.07 |
| GR-303 DLC System Discreet Test | $30.00 | $30.00 | $30.00 |
| DSL Estimated Measured Loss ("EML") Study | 1.8 hrs engineer + 0.125 CSR | 1.8 hrs engineer + 0.125 CSR | 1.8 hrs engineer + 0.125 CSR |
| DSL Field Test – per field visit | $82.30 | $82.30 | $82.30 |
| DSL Actual Measured Loss ("AML") Study | $82.30 | $82.30 | $82.30 |
| DSL Spectrum Management Change | TBD | TBD | TBD |

**2.5 Other**

| REQUIREMENTS | NON-RECURRING |
|---|---|
| UNE-P Feature Change | $1.09 |
| Cost Estimate Preparation Fee | T&M |
| Service Order Expedite Charge | 2 * applicable NRCs |
| Coordinated and Evening Conversion | T&M |
| Customer Service Representative ("CSR") Inquiry Fee | $28.99 |
| Report or Map Generation Fee | T&M |
| Facility Escort | T&M |
| Record Retrieval Fee | $28.99 |
| Master Street Address Guide ("MSAG") Extract | T&M |
| Service Address Guide ("SAG") Extract | T&M |
| Central Office Test Charge | T&M |
| Field Test Charge | $82.30 |
| Trunk Relocation/Rehoming | T&M |
| Loop Conditioning | T&M |
| Routine Facility Modification | T&M |

*T&M = Time and Materials*

**2.6 Collocation ACS-ANC, ACS-F, ACS-AK Juneau (Attachment V)**

| REQUIREMENTS | RATE/MONTH | NON-RECURRING |
|---|---|---|
| Preconstruction Site Survey | NA | Facility Escort Fee |
| Review of Detailed Site Requirements | NA | Cost Proposal Fee |
| Cost Proposal | NA | T&M |
| Aid in Construction | NA | T&M |
| Acceptance Walk Through | NA | Facility Escort Fee |
| Site Preparation | NA | T&M |
| Improved Floor Space | $11.93 | |
| Unimproved Floor Space | $11.74 | |
| Ground Space | $1.05 | |
| Entrance Facility – Duct | $0.11 | |
| Entrance Facility – Fiber Duct | $0.19 | |
| Power Consumption (-48 Volt DC Power) – per 15 amp draw | $91.57 | |
| Distribution Frame Space – per 100 block | $0.48 | |
| Cross Connect DS0 | | $6.27 |
| Cross Connect DS1, DS3, STS | | $188.20 |
| Cable Space per 50 ft. Cable | $0.74 | |
| Cable Rack Space | $10.24 | |
| Space Reservation Floor Fee: per square foot reserved per year | $71.58 | |
| Space Reservation Distribution Frame Space per block reserved per year | $143.22 | |
| Collocation Application Fee | NA | $2,083.99 |

*T&M – Time Materials*
*NA – Not Applicable*

## 2.7 Rights of Way, Conduits, Pole Attachments (Attachment VI)

| REQUIREMENTS | RATE/MONTH |
|---|---|
| Pole Attachments | TBD |
| Inner-duct per foot | TBD |
| Conduit per foot | $0.11 |

## *Section 3 Non-Recurring Rate Element Definitions*

### 3.1 Service Order Charges

#### 3.1.1. Local Loop Service Order Charges

| RATE ELEMENT | DEFINITION |
|---|---|
| Initiate<br>(applies to initiate, cancel, reschedule, and reject orders)<br>• 2-Wire Analog Loop | This rate element applies each time a processing Party receives or modifies a Service Order. Receiving a Service Order includes each time an order is submitted, whether or not it was previously rejected. This charge does not apply when an order is cancelled due to an ACS delay in order fulfillment or the installed service will not meet technical specifications. |
| Disconnect<br>(applies to disconnect orders)<br>• 2-Wire Analog Loop | This rate element applies when a Party disconnects an existing Loop. The Party the end-user is switching from will be billed the disconnect fee; the Party the end-user is switching to, will be billed the Service Order Initiation Charge |
| Migrate<br>(applies to migrate between carriers or between type of interconnection with same carrier)<br>• 2-Wire Analog Loop | This rate element applies when a Party disconnects existing simple retail service and then initiates service with another carrier and when a carrier requests an existing service be converted from one type of interconnection to another type of interconnection (for example, from wholesale to UNE Loop, etc.). |
| Initiate<br>(applies to initiate, cancel, reschedule, and reject orders)<br>• 2-Wire Digital Loop<br>• 4-Wire Analog Loop<br>• 4-Wire Digital Loop<br>• 2-Wire xDSL Loop<br>• 4-Wire xDSL Loops<br>• Distribution Sub-Loop<br>• Feeder Sub-Loop<br>• NID<br>• Loop Concentrator | This rate element applies each time a processing Party receives or modifies a Service Order for five loops or less. Receiving a Service Order includes, but is not limited to, each time an order is submitted, whether or not it was previously rejected. Modifying a Service Order includes, but is not limited to, each time an Order is supplemented. This charge does not apply when an order is cancelled due to an ACS delay in order fulfillment or the installed service will not meet technical specifications. |
| Disconnect<br>(applies to disconnect orders)<br>• 2-Wire Digital Loop<br>• 4-Wire Analog Loop<br>• 4-Wire Digital Loop<br>• 2-Wire xDSL Loop<br>• 4-Wire xDSL Loops | This rate element applies when a Party disconnects an existing Loop for five loops or less. The Party the end-user is switching from will be billed the disconnect fee; the Party the end-user is switching to, will be billed the Service Order Initiation Charge. |

| RATE ELEMENT | DEFINITION |
|---|---|
| • Distribution Sub-Loop<br>• Feeder Sub-Loop<br>• NID<br>• Loop Concentrator | |
| Migrate<br>(applies to migrate between carriers or between type of interconnection with same carrier)<br>• 2-Wire Digital Loop<br>• 4-Wire Analog Loop<br>• 4-Wire Digital Loop<br>• 2-Wire xDSL Loop<br>• 4-Wire xDSL Loops<br>• Distribution Sub-Loop<br>• Feeder Sub-Loop<br>• NID<br>• Loop Concentrator | This rate element applies when a Party disconnects existing complex retail service (i.e., Centrex, DID, DSS, PRI, Private Line, etc.) and then initiates service for five loops or less with another carrier and when a carrier requests an existing service be converted from one type of interconnection to another type of interconnection (for example, from wholesale to UNE Loop, etc.) |

### 3.1.2 End-User Transmission Facilities Service Order Charges

| RATE ELEMENT | DEFINITION |
|---|---|
| Initiate<br>(applies to initiate, cancel, reschedule, and reject orders)<br>• DS-1<br>• DS-3<br>• Demultiplex 0/1 (DS-0 to DS-1)<br>• Multiplex 1/0 (DS-1 to DS-0)<br>• Multiplex 3/1 (DS-1 to DS-3 / DS-3 to DS-1) | This rate element applies each time a processing Party receives or modifies a Service Order. Receiving a Service Order includes each time an order is submitted, whether or not it was previously rejected. Modifying a Service Order includes, but is not limited to, each time an Order is supplemented. This charge does not apply when an order is cancelled due to an ACS delay in order fulfillment or the installed service will not meet technical specifications. |
| Disconnect<br>(applies to disconnect orders)<br>• DS-1<br>• DS-3<br>• Demultiplex 0/1 (DS-0 to DS-1)<br>• Multiplex 1/0 (DS-1 to DS-0)<br>• Multiplex 3/1 (DS-1 to DS-3 / DS-3 to DS-1) | This rate element applies when a Party disconnects an existing Loop and if the end-user is switching from one Party to a different Party. The Party the end-user is switching from will be billed the disconnect fee; the Party the end-user is switching to, will be billed the Service Order Initiation Charge. |

### 3.1.3 Miscellaneous Service Order Charges

| RATE ELEMENT | DEFINITION |
|---|---|
| Port Single Number | This rate element applies to port a single number, and is applied per number ported with which a Service Order Charge is not already associated |
| Port DID Group | This rate element applies to port a DID group, and is applied per DID group of 100, or fraction thereof, with which a Service Order Charge is not already associated. |

## 3.2 Central Office Connect Charges

### 3.2.1 Local Loop Central Office Connect Charges (Attachment III, Section 3)

| RATE ELEMENT | DEFINITION |
|---|---|
| **Initiate**<br>(applies to connect)<br>• Local loop, per loop<br>• Sub-Loop Rate Element | This rate element applies when a Party's request for service requires a central office cross connection. |
| **Disconnect**<br>(applies to disconnect)<br>• Local-loop, per loop<br>• Sub-Loop Rate Element | This rate element applies when a Party's request for service requires disconnection of a central office cross connection. |
| **Migrate**<br>(applies to disconnect and connect)<br>• Local-loop, per loop | This rate element applies when a Party's request for service requires disconnection of a central office cross connection and requires a central office cross connection. This rate element applies per pair disconnect and connect. |

### 3.2.2. End-User Transmission Facilities Central Office Connect Charges (Attachment III, Section 5)

| RATE ELEMENT | DEFINITION |
|---|---|
| DS1 | PART C-III, Section 7.2 |
| DS3 | PART C-III, Section 7.3 |
| DACS Cross Connect: DS-0 | PART C-III, Section 7.7 |
| DACS Port: DS-1 | PART C-III, Section 7.7 |

## 3.3 Miscellaneous

### 3.3.1 Miscellaneous Transmission Facilities

| RATE ELEMENT | DEFINITION |
|---|---|
| Field Visit Charge | This rate element applies each time a technician is dispatched to complete the service order request. This element applies per visit whether or not the technician gains access to the end-user's property and whether or not the work occurs within or without the end-user's physical property. A Field Visit Charge applies per technician if two or more technicians are required due to –20 degree or colder temperatures or for safety reasons. |
| GR-303 DLC Loop Conversion Charge | This charge applies whenever a service order request requires the assignment of a Call Reference Value ("CRV"). |
| GR-303 DLC System Discreet Test | This charge applies whenever a testing is required at a GR-303 DLC System |
| DSL Estimated Measured Loss ("EML") Study | This charge applies whenever an Estimated Measured Loss study is requested. |
| DSL Field Test – per field visit | Part C – III, Section 3.4.2.8 |
| DSL Actual measured Loss ("AML") Study | This charge applies whenever an Actual Measured Loss study is requested. |
| DSL Spectrum Management Charge | Part C – III, Section 3.5 |

### 3.3.2 Other

| REQUIREMENTS | DEFINITION OR REFERENCE |
|---|---|
| Cost Estimate Preparation Fee | This charge applies whenever ACS prepares a cost estimate for approval by the requesting Party, upon request by the requesting Party. This charge applies whether or not the Cost Estimate is accepted. |
| Service Order Expedite Charge | This charge applies whenever ACS processes a service order request at a time other than normally scheduled, upon request by the request Party that an order be expedited. This charge applies if service is provisioned at any time prior to the otherwise normally scheduled due date. This charge applies in addition to applicable nonrecurring charges. |
| Coordinated and Evening Conversion | This charge applies whenever ACS provides personnel for a coordinated or evening conversion, upon request by the requesting Party whether or not the requesting Party is ready. This charge applies in addition to applicable nonrecurring charges. |
| Customer Service Representative ("CSR") Inquiry Fee | This charge applies whenever a request is made of ACS with which a valid Service Order is not already associated. |
| Report or Map Generation Fee | This charge applies whenever ACS creates an output record, map, or informational report (from existing data files) that is not created in the normal course of business or is requested at a time other than when it is normally produced, upon request by the requesting Party. |
| Facility Escort | This rate element applies each time ACS' personnel are required to escort GCICC's personnel throughout ACS' premise. |
| Record Retrieval Fee | This charge applies whenever manual retrieval of customer information, include |

| REQUIREMENTS | DEFINITION OR REFERENCE |
|---|---|
| | provisioning information, is provided, upon request by the requesting Party. |
| Master Street Address Guide ("MSAG") Extract | This charge applies whenever ACS creates an MSAG Extract that is not created in the normal course of business or is requested at a time other than when normally produced, upon request by the requesting Party. |
| Service Address Guide ("SAG") | This charge applies whenever ACS provides to the requesting Party an extract of valid service addresses within the geographic area covered under this GIA, but not more often than quarterly. |
| Central Office Test Charge | This charge applies per line testing request if access to the Test System is operational whether or not there is a pending service order or trouble ticket. No central office test charge will apply if the request is to identify trouble and trouble is found in the regulated plant. |
| Field Test Charge | This charge applies per field testing requests if access to the Test System is operational whether or not there is a pending service order or trouble ticket. No field test charge will apply if the purpose of the request is to identify trouble and trouble is found in the regulated plant. |
| Trunk Relocation/Rehoming | This charge applies when a Providing Party relocates facilities to another physical location, upon request and authorization from a requesting Party. Charges are assessed as incurred whether or not the facility is ultimately relocated including, but not limited to, requests to modify, reschedule, or otherwise cancel the request. |
| Loop Conditioning | This charge applies when a request Party requests plant rearrangements to a network element. |
| Routine Facility Modification | This charge applies when a Party requests plant rearrangements or modifications to gain access to network elements. |

### 3.4 Collocation (Attachment V)

| REQUIREMENTS | DEFINITION OR REFERENCE |
|---|---|
| Preconstruction Site Survey | Part C-V, Sections, 3.4, 3.12, and 3.20 |
| Review of Detailed Site Requirement | Part C-V, Sections 3.5, 3.13, and 3.21 |
| Cost Proposal | This rate element applies each time ACS reviews, costs, or otherwise approves or rejects a Collocating Party's site proposal or request for collocation space subsequent to the approval or rejection of the Application. |
| Aid in Construction | Part C-V, Sections 3.7.2, 3.15.2, and 3.23.2 |
| Acceptance Walk Through | Part C-V, Sections 3.8.2, and 3.16.2 |
| Facility Escort | This rate element applies each time Providing Party's personnel are required to escort GCICC's personnel throughout ACS' premises. |
| Site Preparation | Part C-V, Section 8.1 |
| Improved Floor space | Part C-V, Section 8.2.1 |
| Unimproved Floor Space | Part C-V, Section 8.2.2 |
| Ground Space | Part C-V, Section 8.3 |
| Entrance Facility – Duct | Part C-V, Section 8.4 |
| Entrance Facility – Fiber Duct | Part C-V, Section 8.4 |
| Power Consumption (DC Power) – per 15 amp Draw per month | Part C-V, Section 8.5 |
| Distribution Frame Space – per 100 Block | Part C-V, Section 8.6 |
| Cross Connect | Part C-V, Section 8.7 |

| REQUIREMENTS | DEFINITION OR REFERENCE |
|---|---|
| Cable Space per 50 ft. cable | Part C-V, Section 8.8 |
| Cable Rack Space | Part C-V, Section 8.9 |
| Space Reservation Floor Fee: per square foot reserved per year | Part C-V, Section 8.10.1 |
| Space Reservation Distribution Frame Space per Block reserved per year | Part C-V, Section 8.10.2 |
| Collocation Application Fee (costs incurred through approve/reject decision point) | Part C-V, Section 8.11 |

# PART C – ATTACHMENT II

# LOCAL RESALE

***Section 1 Telecommunications Services Provided for Resale***

At the request of GCICC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, ACS shall make available to GCICC for resale Telecommunications Services that ACS currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. The Telecommunications Services provided by ACS to GCICC pursuant to this Attachment II are collectively referred to as "Local Resale."

***Section 2 General Terms and Conditions***

**2.1 Pricing**
The prices charged to GCICC for Local Resale are set forth in Attachment I of this GIA.

**2.2 Grandfathered Services**
ACS shall offer for resale to GCICC all Grandfathered Services solely for the existing grandfathered base.

**2.3 Contract Service Arrangements, Special Arrangements, and Promotions**
ACS 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 Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) days, all in accordance with RCA, FCC and Commission Rules, Regulations, and tariffs.

***Section 3 Facilities***

**3.1** ACS and its suppliers shall retain all of their right, title, and interest in all facilities equipment, software, information, and wiring, used to provide their Telecommunications Services.

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

***Section 4 Notices***

GCICC will be responsible for its own monitoring of ACS's updates on products and services promotions, deployment of new products and services, modifications and price changes to existing products and services via regulatory agency public notice or other means. ACS must provide GCICC thirty (30) days written notice prior to discontinuation of any ACS services that GCICC resells.

***Section 5 Responsibilities of the Parties***

**5.1** ACS shall provide to GCICC the ability to report trouble for its end-users to appropriate ACS trouble-reporting centers twenty-four (24) hours a day, seven (7) days a week. If GCICC's end-users call ACS, they will be referred to GCICC.

**5.2** Each Party will provide the other Party with access to Line Loss information, pursuant to the Providing Party's standard practices and procedures, to assist the Reselling Party in identifying its end-users that have disconnected its services. The Reselling Party will not permit anyone but its duly authorized employees to inspect or to use such information. The Party supplying Line Loss information may apply charges associated with such access.

***Section 6 Testing***

**6.1** Where technically feasible (this is not the current case in Anchorage), access to the Test System shall be provided that will allow GCICC to test all local service elements connected to its resale end-user (resold services) in a manner equal to that with which ACS provides to itself. GCICC shall provide the test results to ACS if GCICC opens a trouble ticket.

**6.2** GCICC may request central office line testing, without charge, and without the necessity of opening a trouble ticket with ACS only when the real time electronic interface is not available or operational that would allow GCICC to test the line for itself. Central office testing charges apply for line testing requests if access to the Test System is operational. Line testing that requires a field visit will incur a field test charge. ACS shall perform its Telecommunication Services testing for GCICC's end-users in a manner consistent with that which ACS provides to its own end-users. ACS will provide the test results to GCICC once they become available.

# PART C – ATTACHMENT III

# NETWORK ELEMENTS

## *Section 1 General*

Pursuant to the following terms, Unbundled Network Elements ("UNE") will be separately priced and offered such that GCICC will be able to subscribe to and interconnect to whichever of these existing unbundled elements required for the purpose of providing local telephone service and exchange access service. ACS agrees to provide access to its Network Elements to GCICC under the terms, conditions, and prices contained herein except that ACS-N shall not provide access to its Network Elements, except as mutually agreed by the Parties in writing. The only network elements available for leasing under this GIA are those priced on the Price Schedule, Part C, Attachment I.

ACS is not required to bear the cost of upgrading its existing network beyond the ability to provide basic telephone service to serve GCI's customers. Routine costs, such as the cost of service drops and pair gain devices, are included in the price of the unbundled loop. Applicable NRCs still apply.

## *Section 2 Unbundled Network Elements*

### 2.1 Network Elements

Access to Network Elements shall be offered under this GIA only to the extent ACS is required by law to provide access to Unbundled Network Elements for the purpose of offering Telecommunications Services or as specified in this Agreement. Other access is available on separately negotiated terms or tariffs. Network Elements shall be offered on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this GIA. Access to UNE's is provided under this GIA over such routes, technologies, and facilities as ACS may elect at its own discretion. ACS shall, at any reasonable hour, have the right of access to GCICC's end-user's premises to install, remove, rearrange, inspect, or repair GCICC's leased lines and equipment. Access to UNEs may be delayed wherever GCICC's end-user denies ACS this access. Access to UNEs will be provided where technically feasible. Where facilities and equipment are not under the control of ACS, ACS shall not be required to provide UNEs. Currently available Network Elements includes:

a. Local Loop Elements
b. Local Switching
c. Local Tandem Switching

d. Interoffice Transport

e. End-User Transmission Facilities

f. Rights-of-Way, Conduits, and Pole Attachments

g. Collocation

h. Operations Support Systems

ii. Directory Assistance Service Routing

j. Operator Services Routing

k. Signaling Systems and Call-Related Databases

## 2.2 Network Elements Feature Functions

**2.2.1** GCICC may use one or more Network Elements to provide any feature, function, capability, or service option that such Network Element(s) is technically capable of providing, subject to the requirements of the Act and the Commission's rules.

**2.2.2** GCICC's use of ACS's network element, or its own equipment or facilities in conjunction with any of GCICC's network element, will not materially interfere with or materially impair service over any facilities of ACS, its affiliated companies or connecting carriers involved with ACS's services, cause damage to ACS's plant, impair the privacy of a communication carried over ACS's facilities or create hazards to employees or the public. Upon reasonable written notice and after reasonable opportunity to cure, ACS may discontinue or refuse service to GCICC for the element causing the violation.

## 2.3 Relinquishment of Control

Where UNEs provided to GCICC are dedicated to a single end-user, if service to that end-user is terminated, and GCICC has no further use of the UNE, such UNEs shall be made available to ACS for future provisioning needs.

## 2.4 Standards for Network Elements

Each Network Element provided by ACS to GCICC shall be at parity with the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity, and security, that ACS provides to itself, its own end-users, to an Affiliate and its end-users, or to any other interconnecting carrier.

## 2.5 Combinations of Unbundled Network Elements

**2.5.1** ACS shall provide Unbundled Network Elements in a manner that allows GCICC to combine such network elements in order to provide a telecommunication service.

**2.5.2** When Network Elements are ordered that are currently connected, ACS shall ensure Network Elements remain connected and functional without any disconnection or disruption. This shall be known as the combination of Network Elements. Non-recurring charges will apply to the extent that non-recurring services are performed.

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

## *Section 3 Local Loop Elements*

### 3.1 Definitions

A "Loop" is a transmission path between the main distribution frame, or its equivalent, and the demarcation point at a customer's premises. This includes, but is not limited to, two-wire copper or carrier derived analog voice-grade loops, hybrid fiber-coax loops, and two-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, xDSL, and DS-1. Available loops exclude hybrid loops utilizing packet-switching capabilities of Digital Loop Carrier Systems in remote terminals and fiber-to-the-home loops. ACS must also provide GCICC with all its loop qualification information so that GCICC can determine whether the loop it orders will support intended services.

### 3.2 Local Loop

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

The loop price covers ordering of a basic POTS line. Any conditioning required to provide additional or advanced services should be billed in accordance with rates in Part C, Attachment I.

*The following types of local loop Unbundled Network Elements will be provided at the rates, terms, and conditions set out in this Part C.*

**3.2.1 2-Wire Analog Loop**
A 2-wire analog loop is a transmission facility that supports analog voice frequency, voice band services within the frequency spectrum of approximately 300 Hz and 3000 Hz.

**3.2.2 2-Wire Digital Loop**
A 2-wire 144 kbps digital loop is a transmission facility that supports Basic rate ISDN ("BRI") digital exchange services. The 2-wire digital loop 144 kbps supports usable bandwidth up to 144 kbps.

**3.2.3 4-Wire Analog Loop**
A 4-wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

**3.2.4 4-Wire Digital Loop**
A 4-wire digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN ("PRI"). The 4-wire digital loop 1.544 mbps supports usable bandwidth up to 1.544 mbps. At the time of ordering, GCICC will notify ACS as to the Power Spectral Density ("PSD") mask of the technology deployed.

**3.2.5 DS1 Digital Loop**
The DS1 loop provides a digital, 1.544 mbps transmission facility from the Central Office to the end-user premises.

**3.2.6 xDSL Loop**
DSL-Capable Loops. For each of the loop types described below, GCICC will, at the time of ordering, notify ACS as to the Power Spectral Density ("PSD") mask of the technology GCICC will deploy. GCICC will have access to sufficient loop make-up data to determine if a loop meets GCICC's requirements.

**3.2.7 2-Wire xDSL Loop**
A 2-Wire xDSL loop is a copper loop over which various DSL technologies may be provisioned. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance and will exclude load coils, mid-span repeaters, and excessive bridge tap (bridge tap in excess of 2,500 feet in length). Removal of existing repeaters, excessive bridge tap or other disturber, except load coils, on an existing loop is subject to conditioning charges, and will be performed upon request.

**3.2.8 4-Wire xDSL Loop**
A 4-Wire xDSL loop, for purposes of this Section, is a copper loop over which DSL technologies may be provisioned. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance and will exclude load coils, mid-span repeaters, and excessive bridge tap (bridge tap in excess

of 2,500 feet in length). Removal of existing repeaters, excessive bridge tap or other disturber, except load coils, on an existing loop is subject to conditioning charges, and will be performed upon request.

### 3.2.9 Sub-Loop Network Elements

#### 3.2.9.1 Feeder Sub-Loop

A 2-Wire copper or other facility between the central office main distribution frame and the Serving Area Interface ("SAI") or Feeder Distribution Interface ("FDI").

#### 3.2.9.2 Distribution Sub-Loop

A 2-Wire copper or other facility between the Service Area Interface ("SAI") or Feeder Distribution Interface ("FDI") and Network Interface Device ("NID") at the customer premises. Distribution sub-loops include the distribution cable, the terminal or pedestal, the service drop, and all cross-connects in between. The distribution sub-loop excludes the NID, SAI, and/or other digital loop carrier facilities.

#### 3.2.9.3 Network Interface Device ("NID")

**3.2.9.3.1** The Network Interface Device provides for the physical interface between the Distribution Sub-Loop element and the customer's inside wire facilities at the customer premise.

**3.2.9.3.2 General Operating Terms and Conditions**

Subject to the conditions set forth below, ACS shall permit GCICC to connect end-user's inside wiring to leased loops through the use of the deregulated side of the NID. Access to NIDs are in accordance with, but only to the extent required by law applicable to ACS.

**3.2.9.3.3** In no case shall GCICC access, remove, disconnect or in any other way rearrange, ACS's loop facilities from its NIDs, enclosures, or protectors.

**3.2.9.3.4** In no case shall GCICC access, remove, disconnect, or in any other way rearrange, an end-user's inside wiring from ACS's NIDs, enclosures, or protectors where such end-user's inside wire is used in the provision of ongoing Telecommunications Service to that end-user.

**3.2.9.3.5** In no case shall GCICC remove or disconnect ground wires from ACS's NIDs, enclosures, or protectors.

**3.2.9.3.6** In no case shall GCICC remove or disconnect NID modules, protectors, or terminals from the ACS's NID enclosures.

**3.2.9.3.7** Maintenance and control of premises inside wiring is the responsibility of the end-user. Any conflicts between service providers for

access to the end-user's inside wiring must be resolved by the person who controls use of the wiring (e.g., the end-user).

**3.2.9.3.8** When GCICC is connecting ACS's UNE provided Loop to the inside wiring of an end-user's premises through the end-user's side of the NID, GCICC does not need to submit a request to ACS and ACS shall not charge GCICC separately for access to the NID. In such instances, GCICC shall comply with the provisions of this GIA and shall access the end-user's inside wire consistent with this Section.

**3.2.9.3.9** In the case of loss of, damage to, or destruction of any of ACS's instruments or accessories located at GCICC's end-user premises, not due to ordinary wear and tear, GCICC is held responsible for the entire cost of replacing the equipment destroyed, or the entire cost of restoring the equipment to its original condition.

**3.2.9.4 Loop Concentrator**

The Loop Concentrator provides for the physical interface between the Feeder Sub-Loop and Distribution Sub-loop elements and includes the SAI and/or digital loop carrier facilities, and all terminations required at these facilities.

## 3.3 Integrated Digital Loop Carrier ("IDLC")

**3.3.1** Subject to the change of law provision (*Regulatory Approvals*, Part A, Section 2.3), access to ACS's IDLCs is required only to the extent ACS is required by law to provide such access. Where ACS uses a GR-303 Digital Loop Carrier System ("DLC"), ACS will, where technically feasible, allow GCICC to multi-host off the GR-303 DLC System, or any future standard-based DLC System which offers multi-hosting (hereinafter, collectively "GR-303 DLC Systems") that is deployed. ACS will be the primary host for its GR-303 DLC Systems.

**3.3.2** GCICC will be notified of the deployment of GR-303 DLC Systems through the Network Change Notification provided in Part A, Section 1.2. The Network Change Notice will include a boundary map of the area to be served by the system. Within fourteen (14) calendar days of the Network Change Notification, ACS must provide GCICC, with the interface and technical information necessary to plan and provision the multi-host connection. Any future testing of the suitability for multi-hosting of GR-303 DLC Systems deployed by ACS, and requested by GCICC, will be paid for by GCICC including, but not limited to, costs for engineering, hardware, and software. Appropriate interconnection to the GR-303 DLC System must occur within the timeline established pursuant to the Network Change Notification, or three (3) months after the date that the interface and technical information was provided to GCICC, whichever is greater, to maintain access to UNE loops served by the DLC System through the GR-303 interface.

**3.3.3** A request to multi-host on a GR-303 DLC System must be made in writing to ACS. Within five (5) days, a single-point of contact will be established by ACS to facilitate the placing of the orders for the DS-1 interfaces to the GR-303 DLC System and any needed testing of equipment.

**3.3.4** Upon request, detailed boundary maps for areas covered by a multi-hosted GR-303 DLC Systems will be provided. Charges may be assessed pursuant to Part A, Section 5.4.

**3.3.5** Access to GR-303 DLC Systems at the collocating wire center will be through DS1 interfaces provided by GCICC rather than at a DS0 per loop interface. The amount of DS1 interfaces allowed to be connected to the GR-303 DLC System through the collocating interface will be based on the number of GCICC's end-user lines provisioned on the GR-303 DLC System. Both Parties agree to conduct quarterly traffic studies to assure the appropriate number of interface facilities is being maintained.

**3.3.6** The Call Reference Value ("CRV") information associated with the provisioning of GCICC's end-user on a GR-303 DLC System will be provided as follows: (1) if the CRV is available at the time GCICC places an order, ACS will provide GCICC the CRV; or (2) at the time ACS assigns a CRV on a GR-303 DLC System, ACS will provide the CRV to GCICC.

**3.3.7** If GCICC's end-user is provisioned on a GR-303 DLC System, ACS will perform all necessary provisioning and network management of the GR-303 DLC System.

**3.3.8** Once a POTS end-user is provisioned on a GR-303 DLC System, the end-user will remain provisioned on the GR-303 DLC System for as long as the GR-303 DLC 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 DLC System and copper loops).

**3.3.9** Line Testing – AFC equipment supports one (1) user at a time. GCICC may install compatible line-test equipment upon ACS's approval of such equipment. GCICC will be responsible for the cost of such line-test equipment.

**3.3.10** No external test head can be installed with a Nortel Access Node, therefore, this type of GR-303 DLC System is tested through ACS's switch. If it becomes available, GCICC may, upon ACS's written approval, install compatible line-test equipment.

**3.3.11** If the type of GR-303 DLC System deployed supports only one user at a time, GCICC will not leave any test head in use without having a valid test in progress. ACS has the right to terminate any test head connection left in place without a valid test in progress. ACS will attempt to notify GCICC before terminating a test. The test will be terminated whether or not notification is confirmed.

**3.3.12** If no external test head can be installed on the GR-303 DLC System, ACS will provide testing of a UNE loop provisioned on a GR-303 DLC System upon request by GCICC. Discrete testing charges apply per session (which may include multiple tests). The discrete testing fee will be waived if, within two (2) business days of the order completion, GCICC reports a failed installation and the trouble is found to be the responsibility of ACS. All current repair charges and practices apply.

## 3.4 xDSL – Qualified Loops

### 3.4.1 General

A xDSL-qualified UNE Loop is any of the xDSL loop types as defined in Part C, Attachment III, Section 3.2.7, 3.2.8, and 3.2.9.

### 3.4.2 Ordering and Provisioning

**3.4.2.1** GCICC may order an Estimated Measured Loss ("EML") transmission study to any service address in which GCICC holds a valid Local Letter of Authorization ("LLOA") to determine the feasibility that the facility serving the specific address may support xDSL service. The transmission study will be performed by ACS using outside plant records and will include the cable plant make-up of the loop to the specific service address summarizing wire gauge and types by section and distance, the presence of bridge tap(s), their locations and lengths, and presence of load coils, and other documented transmission equipment information that could affect the performance of xDSL on the facility, and an EML analysis of the facility.

**3.4.2.2** If sufficient demand for the removal of load coils exists on a specific facility, GCICC may request a price quote and estimated due date to have the load coils removed. Estimate preparation charges may apply pursuant to Part C, Attachment I.

**3.4.2.3** Upon Completion of an EML analysis, one or more xDSL-qualified UNE Loops may be ordered to the specific service address. The type of xDSL loop(s) ordered, and whether line condition is requested, must be specified in the order.

a. If cable pair(s) are available and ordered without line conditioning, ACS will provide a firm order confirmation ("FOC") to GCICC in the manner and within the timeframe set forth in Attachment X.

b. If the service address can not be served because of no outside plant ("OSP") conditions, ACS will notify GCICC. Within fifteen (15) calendar days, ACS will provide GCICC with an estimated completion date for the outside plant work, or if no OSP relief is contemplated for

the area, offer to construct the necessary facilities on a time and materials basis. GCICC can either cancel its order at this time, or request that ACS leave the order in OSP held order status consistent with ACS's held order policies.

c. If cable pair(s) are available but there are spectrum management or capacity issues that do not allow the provision of the ordered xDSL loop, ACS will so inform GCICC and offer to prepare a cost estimate and estimated due date, for a fee, to provide the requested service or facilities. GCICC can either cancel its order, or authorize ACS to proceed. Within fifteen (15) business days, ACS will provide GCICC with its FOC date for availability of the pair(s), if the order is not canceled.

**3.4.2.4** For all installed xDSL loops, ACS will, upon completion of GCICC's service order, label the pair(s) at the NID at the service address. Upon GCICC's service order and agreement to pay for Actual Measured Loss ("AML") field testing, ACS will perform xDSL qualifications tests including but not limited to, metallic tests, loop length, longitudinal balance, detection of load coils and the detection of bridge taps if applicable. If GCICC determines that the loop does not meet xDSL requirements, GCICC can open a repair trouble ticket with ACS to get the loop repaired so that it meets the required limits, if possible. Unless the repair ticket ends up in a "No trouble Found" condition, ACS will provide LIT test results at the completion of its repair of the pair(s) at no cost to GCICC. Billing for the pair(s) will begin unless GCICC rejects the loop or otherwise fails to accept the loop, or issues a repair trouble ticket within three (3) business days of the order completion date.

**3.4.2.5** If GCICC finds it must condition the line, such conditioning will be at GCICC's expense. If ACS determines that it must perform a new EML study to determine the location of a bridge tap not reflected in the current EML study, GCICC will additionally incur the cost of such new EML study. Unless line conditioning is required, GCICC will be given credit for the loop until such time as the loop meets operating limits.

**3.4.2.6** If ACS cannot provide the ordered pair(s) that meets the requirements of GCICC which necessitates that GCICC cancel its order, GCICC will incur no xDSL loop provisioning cost (except those costs for the EML study, line conditioning, and Service Order cancellation fee).

**3.4.2.7** Charges for ordering, provisioning, testing and conditioning of xDSL loops will be per Part C, Attachment I. Field-testing and/or transmission studies of xDSL loops will only be conducted at GCICC request. XDSL-qualified loops will be delivered to GCICC on a nondiscriminatory basis in the same fashion and equal to the same level of

service that ACS provides to its own end-users. ACS will not guarantee that any service can be delivered over the loops, but rather that they meet the specifications for the type of loop ordered.

**3.4.2.8** GCICC may order a field test of a xDSL loop. GCICC will pay the appropriate xDSL test charge per Part C, Attachment I.

**3.4.2.9** GCICC shall not order more than one (1) EML study per day. If GCICC orders an EML study, ACS shall have the study returned to GCICC no more than five (5) business days after GCICC places the order for the study. If line conditioning is ordered, ACS will condition the line within two (2) weeks. If repair activity becomes necessary as a result of the above provisioning process, ACS will do so within two (2) business days of a receipt of a trouble ticket from GCICC.

### 3.4.3 Record Keeping and Disturber Management

**3.4.3.1** The GCICC ordered xDSL loop will be assigned and annotated in ACS' facilities database as "xDSL." These loops will not be subject to any kind of future modification that would cause the loop to fall out of compliance with the specific xDSL technical performance specifications.

**3.4.3.2** ACS will manage its outside plant considering spectrum compatibility of all services. Once installed, xDSL loops will not be subject to modifications that would cause them to fall out of compliance with the specific xDSL technical performance specifications. If ACS needs to rearrange its plant where the potential exists to cause a GCICC xDSL loop to fall out of specifications, ACS will notify GCICC prior to doing such rearrangement. The Parties agree to work cooperatively to resolve issues associated with the arrangement.

## 3.5 Spectrum Management of xDSL Loops

ACS will manage spectrum interference and compatibility on its network for xDSL loops. At such time as industry standard criteria for spectrum management are developed and adopted, the Parties will utilize the industry standards. The criteria used to deny a loop to GCICC due to spectrum management issues will be non-discriminatory and will be shared with GCICC for any loops denied as a result of the spectrum management concerns.

## 3.6 Interface Requirements

ACS shall be provided the following interfaces to loops:

a. Standard Tip/Ring interface including loop start or ground start;

b. Four-wire DS1 interface to PBX or end-user-provided equipment. (e.g., computers and voice response systems; and

c. GR-303 and TR-008 interfaces to integrated Digital Loop Carrier ("DLC") systems when equipped.

## *Section 4 Local Switching*

### 4.1 Definition

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

### 4.2 Technical Requirements

**4.2.1** ACS shall provide its standard recorded announcements (as designated by GCICC) and call progress tones to alert callers of call progress and disposition. GCICC will use the Bona Fide Request process for unique announcements in accordance with Part A, Section 6 of this GIA.

**4.2.2** ACS shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or ACS.

**4.2.3** ACS shall offer all Local Switching features that are resident in the switching system for a particular serving area whether those features are offered to its own customers or not. GCICC will pay any expense that ACS incurs to make these features available to GCICC, when such features are not provided to ACS customers. To the extent ACS does not offer certain features to its own customers, those features shall be provided to GCICC at parity with the way they are provided by ACS to itself or any other party.

**4.2.4** ACS will make available a connection from the local switch to shared transport facilities.

**4.2.5** When GCICC's orders specifies that a customer is to be switched from ACS local service to ACS service resold by GCICC, the customer will become a

GCICC customer without the loss or change of feature functionality unless the changes are ordered by GCICC.

**4.3 Interface Requirements**

**4.3.1** ACS shall provide the following interfaces to loops:

**4.3.1.1** Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

**4.3.1.2** Coin phone Signaling;

**4.3.1.3** Basic and Primary Rate Interface ISDN adhering to appropriate ANSI standards;

**4.3.1.4** Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

**4.3.1.5** Four-wire analog interface to PBX to include reverse battery, E&M, wink start, and DID;

**4.3.1.6** Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems); and

**4.3.1.7** GR-303 and TR-008 interfaces to integrated digital loop carrier systems, when equipped.

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

**4.4.1** SS7, Dial Pulse, or Multi-Frequency trunking if requested by GCICC. In the case of SS7 trunking, SS7 signaling will be provided through the ACS Anchorage STPs;

**4.4.2** Interface to GCICC operator services systems or Operator Services through appropriate trunk interconnections for the system;

**4.4.3** Interface to GCICC directory assistance services through GCICC switched network or to Directory Services through the appropriate trunk interconnections for the system; and

**4.4.4** 950 access or other GCICC required access to inter-exchange carriers as requested through appropriate trunk interfaces.

## *Section 5 Local Tandem Switching*

### 5.1 Definition

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

### 5.2 Technical Requirements

**5.2.1** The requirements for Local Tandem Switching include, but are not limited to, the following:

**5.2.1.1** Where ACS employs a local tandem switch to route calls between local switches in the same rate area, ACS will provide GCICC interconnection to that local tandem switch for the routing of local voice and/or data traffic to and from all connecting switches, and to and from the local tandem itself if the local tandem also serves as a local end office.

**5.2.2** Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

**5.2.3** Tandem Switching shall control congestion by employing network management features such as Automatic Congestion Control and Overflow Routing. The method employed in GCICC traffic shall be at parity with controls being provided or imposed on ACS traffic (e.g., ACS shall not restrict or block GCICC traffic and leave ACS's traffic unaffected or less affected.)

**5.2.4** To the extent technically feasible and ordered by GCICC, the local tandem switch shall record billable events. GCICC will reimburse ACS for any incremental costs associated with providing this capability. ACS shall send the billing information to the billing center designated by GCICC.

### 5.3 Interface Requirements

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

## *Section 6 Interoffice Transport*

### 6.1 Shared Transport

**6.1.1** Definition: Shared Transport is transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC's network.

**6.1.2** ACS shall offer Shared Transport in conjunction with UNE-P lines.

**6.1.3** ACS shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

### 6.2 Dedicated Transport

**6.2.1** Definition: Dedicated Transport provides a local interoffice transmission path between central offices. Dedicated transport is limited to the use of a single carrier and does not require switching at a Local Tandem.

**6.2.2** Technical Requirements: Where technologically feasible and available, ACS shall offer Dedicated Transport consistent with the underlying technology as follows:

**6.2.2.1** When ACS provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to GCICC designated traffic.

**6.2.2.2** Where ACS has technology available, it shall offer Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems at all available technologies and transmission bit rates.

## *Section 7 End-User Transmission Facilities*

**7.1** Description: A Transmission Facility is comprised of one or more of the following network elements: the transport between a customer's premise and the serving central office (wire center), multiplexing, or DACS service. The transport can be a T-1 circuit or a T-3 circuit; multiplexing can be DS-1 to DS-0, or DS-3 to DS-1, or STS-1 to DS-1. DACS service includes the port(s) and one or more digital cross-connects. A Transmission Facility can also be dark fiber.

**7.2** T-1 (DS-1) – North American standard for a digital transmission link with a total transmission rate of 1.544 Mb/s. The circuit may be ordered as AMI or B8ZS, D4 or ESF framing. Circuit may be delivered over repeated span lines, HDSL facilities, or optical

carrier facilities. Demarcation is at the DS-1 level on a DSX-1 patch panel or appropriate FCC registered jack.

**7.3** T-3 (DS-3) – North American standard for a digital transmission link with a total transmission rate of 44.736 Mb/s. Circuit will be delivered over optical carrier facilities. Demarcation is at the DS-3 level on a DSX-3 patch panel.

**7.4** Multiplexing – The aggregation of two or more channels onto a single transmission facility. The combining of several lower fixed-bandwidth channels into a single channel with bandwidth equal to the sum of the individual channels plus any overhead. Multiplexing also includes demultiplexing which is the process of breaking down a composite signal into its constituent parts. Multiplexing can be ordered as M1/0 or M3/1. For example, multiplexing can be the aggregation of multiple DS-1 signals into a DS-3. De-multiplexing is the reverse process.

**7.5** M1/0 Multiplexing – The aggregation of multiple DS-0 channels into a single DS-1 service and vice-versa.

**7.6** M3/1 Multiplexing – The aggregation of multiple DS-1 channels into a single DS-3 service and vice-versa.

**7.7** DACS (Digital Access Cross-connect System) – An intelligent software-based network element used to administer the assignment of channel bandwidth on digital facilities. Essentially a "switch" for which electronic cross-connections are established via an administrative process, and appropriate for supporting semi-permanent connections. Interconnection to a DACS will be via DS-1 or DS-3 ports.

**7.8** Dark Fiber – A fiber optic cable strand that is leased without electronics or optronics (no connected transmitters, receivers, or regenerators).

***Section 8 Operations Support Systems***

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

***Section 9 Directory Assistance Service Routing***

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

***Section 10 Operator Services Routing***

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

***Section 11 Signaling Systems and Call-Related Databases***

**11.1** ACS shall provide GCICC non-discriminatory access to any and all of its SS7 network elements. SS7 network elements include signaling links, Signaling Points ("SPs"), Signal Transfer Points ("STPs"), Service Switching Points ("SSPs"), and Service Control Points ("SCPs"). With the exception of signaling links, access to SS7 network elements may be purchased only in conjunction with unbundled switching. Signaling links are used for ISUP and TCAP signaling messaging in conjunction with interconnection trunking and proper operation of various features (e.g. CLASS features).

**11.2** ACS shall provide GCICC non-discriminatory access to SCPs and call-related databases, including, but not limited to, the Line Identification Database ("LIDB"), Number Portability database, Calling Name ("CNAM") database, Toll Free number database, Advanced Intelligent Network ("AIN") databases, and the AIN platform and architecture. ACS is not required to unbundle access to certain AIN software that qualifies for proprietary treatment.

**11.3** Nondiscriminatory access to ACS's SS7 network shall fully support the functions of all other network elements connected to the ACS SS7 network.

**11.4** Connection to ACS's SS7 network elements will be in accordance with industry standards using the appropriate link set types. GCICC may connect to any one or more of ACS's SS7 network elements.

**11.5** ISUP signaling associated with SS7 type interconnection trunks and TCAP signaling associated with CLASS services shall be considered an integral part of interconnection trunking.

**11..6** ACS will process all types of TCAP messaging/signaling. TCAP messaging/signaling includes, but is not limited to, messaging/signaling 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).

**11.7** ACS and GCICC will exchange 'caller name' information so that each company can populate its CNAM databases with the other company's information and properly display caller name information on calls terminating to customers who subscribe to calling name and number service.

# PART C – ATTACHMENT IV

# GENERAL INTERCONNECTION AND OPERATIONAL REQUIREMENTS

The Parties agree that nothing in this Part C, Attachment IV expands the scope of the ACS-N resale requirement beyond the telecommunications services that ACS-N offers at the time of the GCI request for service.

***Section 1 Procedures***

**1.1 Contact with Subscribers.**

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

**1.1.2** All subscriber inquiries solely regarding the other Party's products or services will be referred to the other Party. ACS and GCICC shall provide appropriate referrals to subscribers of the other Party inquiring about services or products of the other carrier.

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

**1.2 Expedite and Escalation Procedures**

**1.2.1** The Parties recognize that unforeseen or emergency circumstances may require expedited response times and/or escalation procedures. ACS and GCICC shall provide escalation and expedite methods and procedures, consistent with current practices, which may be invoked at any point in the Service Pre-Ordering, Ordering, Provisioning, Maintenance, Repair, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution for issues surrounding customer services, orders, or disputes. The methods and procedures shall provide non-discriminatory treatment. For example, where feasible, after-hours technician call outs made to expedite orders will be processed anonymously, i.e., without reference to the carrier involved.

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

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

**1.3 Subscriber of Record**

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

**1.4 Service Offerings**

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

**1.5 Blocking Services Offered**

ACS will make available to GCICC any and all blocking features and functions ACS's switch is capable of providing.

**1.6 Essential Services**

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

**1.7 TTY/TDD**

ACS shall cooperate with GCICC to provide Telecommunications Services at parity to serve TTY/TDD subscribers.

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

**2.1 Description**

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

## 2.2 General Requirements

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

**2.2.2** As required, ACS shall interconnect trunks from GCICC's network to the appropriate switch, E911 system, E911 PSAP, or E911 Tandem. GCICC and ACS recognize that there may be hardware restrictions, such as availability of DS-1 ports that may require sharing of facilities. Where selective routing is employed, ACS will ensure the proper routing of 911/E911 traffic based on data received from GCICC's network. GCICC shall ensure that its network provides the ANI and signaling information required by the appropriate switch, E911 tandem, E911 system, or E911 PSAP.

**2.2.3** Trunking shall be arranged to minimize the likelihood of central office isolation where facilities and equipment are available, due to cable cuts or other equipment failures. Any GCICC 911/E911 circuits or facilities provided by ACS shall have physical and electrical diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available GCICC systems. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures if provided by the PSAP.

**2.2.4** All 911/E911 trunks must be capable of transmitting and receiving Baudot code or ASCII text necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

**2.2.5** Where GCICC or ACS 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.

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

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

## 2.3 Basic 911 and E911 Database Requirements

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

**2.3.2** GCICC shall assign an E911 database coordinator charged with the responsibility of forwarding GCICC end user ANI/ALI record information to ACS or via a third-party entity, charged with the responsibility of ANI/ALI record transfer. GCICC assumes all responsibility for the accuracy of the data that GCICC provides to ACS. ACS and GCICC shall jointly research each ANI/ALI discrepancy report. Corrective action shall be taken immediately by the responsible party.

**2.3.3** GCICC will provide the Emergency Service Bureaus with a single point of contact for inquiries about GCICC's customers.

**2.3.4** Where there are multiple ANI/ALI databases involved, ACS will provide a single point of contact for ANI/ALI database issues.

**2.3.5** ACS agrees to treat all data on GCICC subscribers provided under this GIA as strictly confidential and to use data on GCICC subscribers only for the purpose of providing E911 services.

## 2.4 Basic 911 and E911 Maintenance

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

**2.4.2** ACS will provide the Emergency Service Bureaus with a single point of contact for trouble reporting. ACS will investigate trouble reports and notify GCICC's Network Operations Control Center if ACS determines the problem to be in GCICC's network or facilities.

**2.4.3** ACS shall begin restoration of any Basic 911 and/or E911 facilities for which ACS is responsible immediately upon notification or observation of failure or outage. ACS will provide priority restoration of GCICC trunks or network outages on the same terms and conditions it provides itself without imposition of Telecommunications Service Priority ("TSP").

**2.4.4** ACS shall notify GCICC's Network Operation Control Center forty-eight (48) hours in advance of any scheduled testing or maintenance affecting GCICC 911 service, and provide notification as soon as possible of any unscheduled outage affecting GCICC 911 service.

**2.4.5** ACS shall notify GCICC's Engineering Department in advance of any planned or anticipated changes to the E911 system, facilities, routing, or databases that could adversely affect GCICC's 911/E911 service or require GCICC to modify its 911/E911 network. Notification of changes that require modifications to GCICC's network shall be given sufficiently in advance to allow GCICC a reasonable amount of time to effect the modifications.

## 2.5 Master Street Address Guide ("MSAG")

ACS will provide to GCICC, quarterly, the most recent Master Street Address Guide or equivalent data file that is used for the sole purpose of validating addresses where E911 services are offered in the geographic areas covered under this GIA. This information will be provided in electronic industry-standard format. For requests other than quarterly, charges will apply consistent with Part C, Attachment I.

## 2.6 Miscellaneous Provisions

**2.6.1** If a third party is the primary 911/E911-service provider to a government agency, or if a third party ever becomes the primary 911/E911-service provider to a government agency, GCICC shall negotiate separately with such third party with regard to the provision of 911/E911 service to the agency. All relations between such third party and GCICC are totally separate from this GIA and ACS makes no representations on behalf of the third party.

**2.6.2** If GCICC or its Affiliate ever becomes the primary 911/E911 service provider to a government agency, GCICC and ACS shall negotiate the specific provisions necessary for providing 911/E911 service to the agency and shall include such provisions in an amendment to this GIA.

## *Section 3 LIDB*

**3.1** GCICC and ACS shall each be 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 to be provided is for the purposes of Call Blocking and Billing Name/Address Inquiries. In the event that the LIDB vendor contracted by either company is unable to properly maintain LIDB data on ported numbers, GCICC and ACS agree to exchange LIDB data electronically for subscribers with ported numbers to be included with the regular transmission of data to the vendor.

**3.2** ACS and GCICC agree to treat all exchange of LIDB data for subscribers provided under this GIA as strictly confidential and to use data on subscribers only for the purpose of accurately updating LIDB services.

## *Section 4 Pre-Ordering, Ordering, and Provisioning*

### 4.1 General Requirements

ACS shall provide GCICC with methods to request and receive pre-order information and place service orders for the telecommunications services described in this GIA. These methods shall allow GCICC to request and receive pre-ordering information in the same time frames as ACS personnel do, place service orders, receive due dates, and activate services. Requirements for processing and provisioning interval metrics, reporting, and recurring cost credits are set forth in Part C, Attachment X.

### 4.2 Electronic Interfaces

ACS shall provide GCICC with electronic interfaces to receive pre-order information and, where available, place service orders. Detailed specifications of new interfaces will be determined as development occurs. ACS and GCICC shall evaluate the options for developing an efficient, cost- effective electronic support system.

#### 4.2.1 Non-Electronic Process

Where methods are non-electronic or electronic interfaces are temporarily unavailable, submission of data will be made in a standard format consistent with ACS's data requirements necessary to process the request. ACS will accept requests for pre-order information, service orders, and trouble reports, by fax or email and status of orders or repairs, via email or finally, by phone, when electronic means are unavailable. ACS and GCICC will put into place alternative procedures for the processing of pre-order and order requests in the event of a prolonged network or system failure.

**4.2.2** ACS shall provide detailed specifications for such methods, electronic or non-electronic, to GCICC within thirty (30) days of RCA approval of this GIA and subject to GCICC's execution of ACS's standard nondisclosure agreement. ACS will provide ninety (90) days notice prior to implementing changes to these systems.

**4.3** ACS and GCICC will process all pre-order and order requests in a nondiscriminatory manner. Each Party will process such requests in timeframes consistent with those that exist in providing service to its own retail and other LEC customers. Notwithstanding the foregoing, ACS will process orders in accordance with the terms of Part C, Attachment X.

**4.3.1 Offer Codes**
For each switch within the area covered by this GIA, ACS will provide active switch offer codes to GCICC upon request.

**4.4 Field Work**

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

**4.4.2 Tagged Terminations**
ACS will assure that all fieldwork required by ACS to complete a GCICC order will result in appropriately tagged termination information at the NID.

**4.5 Conversions**
ACS and GCICC shall allow direct communication between wire center technicians and/or NOCs, with an open order or trouble ticket, in order to speed conversion activities and responses on conversion troubles.

**4.6** ACS shall cancel all associated telephone-based calling cards upon migration of an end-user to GCICC.

**4.7** ACS shall not disconnect any GCICC subscriber service or existing features at any time without a minimum twenty-four (24) hour notice to GCICC.

**4.8** For Resale Services, ACS shall not disconnect any subscriber service or feature at any time during the migration of the subscriber to GCICC.

**4.9 Evening Conversions**

ACS and GCICC will allow for conversions of customers after 5 P.M. when required. For these subscriber conversions ACS and GCICC will agree on a scheduled conversion time within a thirty-minute window, on a designated date. Generally these conversions will be isolated to business accounts. End user service interruptions shall be held to a minimum; typically, these conversions will not result in customers losing dial tone or having a reduced level of service for more than five (5) minutes. The technician will contact GCICC immediately upon completion of each customer conversion.

**4.10 Coordinated Conversions**

For subscriber conversions requiring coordinated cut-over activities, ACS and GCICC will agree on a scheduled conversion time, which will be a designated time period within a designated date. End user service interruptions shall be held to a minimum; typically, these conversions will not result in customers losing dial tone for more than five (5) minutes.

**4.11 Disconnect or Loss Report**

ACS will provide a daily disconnection or loss report to GCICC. This report will detail the WTNs which have been converted to another CLEC or to ACS in sufficient detail to invoke billing system changes at GCICC.

**4.12 Service Suspensions/Restorations**

Upon GCICC's request through Suspend/Restore Order, or mutually agreed upon interim procedure, ACS shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. ACS shall provide restoration priority on a per network element basis in a manner that conforms to any applicable regulatory rules, regulations, or government requirements.

**4.13 Provisioning Service**

**4.13.1** Provisioning service is the process whereby the customer receives the services requested in the service order. ACS shall perform all provisioning for GCICC customers in ACS systems.

**4.13.2** The provisioning will be done via automated flow through provisioning from GCICC's LSR, without human interaction, whenever feasible and in the same manner ACS provides for its own use.

**4.13.3** It is agreed between GCICC and ACS that the provisioning of orders will be accomplished in the most expeditious manner available with the minimum amount of disruption to the customer's service. Notwithstanding the foregoing, ACS will process orders in accordance with the terms of Part C, Attachment X.

***Section 5 Exchange of Information***

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

***Section 6 System Availability***

ACS will provide GCICC with the schedule of standard operating hours for each electronic interface. GCICC will be notified ten (10) business days in advance of any planned outages or changes to standard operating hours that will impact electronic interface availability. ACS will notify GCICC of any OSS or OSS related outage (during the standard operating hours of OSS) within fifteen (15) minutes of outage occurrence.

***Section 7 Local Carrier Service Center (LCSC)/Single Point of Contact ("SPOC")***

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

***Section 8 Modification, Enhancement or Development of New Methods, Manual or Electronic***

The Parties recognize that changes to methods, processes, and procedures will occur as improvements to systems become available. Regarding routine changes to methods and procedures used to provide service and network elements ACS shall provide GCICC at least thirty (30) days' written notice of changes to routine methods and practices. The notice will include the proposed effective date for the change and information GCICC needs to accommodate the change. If GCICC believes that a change will have a material and adverse impact on its ability to exercise its rights under this GIA, GCICC may invoke the Dispute Resolution process described in Part A, Section 21 of this GIA. ACS will not proceed with the change until the Dispute Resolution is complete.

ACS must provide at least thirty (30) days written notice to GCICC of any changes to the operational support system ("OSS"). The notice shall include the information GCICC needs to train employees and accommodate the change as well as point of contact personnel for communications needed to complete the changes.

***Section 9 Telephone Number Management/Reservations***

**9.1** ACS will provide a real time electronic interface as defined in Attachment IV, Section 17 (Available Interfaces) for GCICC to view available telephone numbers and to perform simple reservation requests within ACS's number management system. If ACS does not receive a valid order for service within thirty (30) calendar days from GCICC following the reservation of a phone number via the electronic interface, the reservation may be released. For complex requests or in the event the electronic interface is not operational due an extended outage, ACS will provide GCICC with inventories of phone numbers in each number management area covered by this GIA. The phone numbers on the inventory will be reserved exclusively for GCICC and will not be available for assignment by ACS or any other company other than GCICC. In any event GCICC's access to telephone numbers shall be on an equal basis to that which ACS provides itself.

**9.2** During the time that a phone number is secured with a reservation by GCICC, ACS shall not assign that number to any of ACS's customers or allow the number to be assigned to a customer of any company other than GCICC.

**9.3** ACS and GCICC agree that number reservation will only be utilized for the purpose of a valid service order. At no time will either company utilize the number reservation interface for the purpose of hoarding numbers.

***Section 10 Intercept Treatment and Transfer Service Announcements***

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

***Section 11 Changes in services***

ACS will provide at least thirty (30) days written notice for changes/discontinuation of services so that GCICC has an opportunity to make the necessary modifications to its ordering, billing, and customer service systems, and so that it can provide sufficient customer notification regarding any changes. If available, ACS will provide substitute services and/or elements.

***Section 12 Access to customer data***

**12.1** Access shall be provided to the customer data for any GCICC or ACS subscriber without requiring production of a signed Letter of Agency ("LOA"), based upon the blanket representation that the subscriber has authorized the requesting party to obtain such data. ACS and GCICC have the right, at any time, to audit a claim that a valid LOA exists. Upon five (5) business days' notice, ACS or GCICC shall produce, either in person or electronically, a copy of the valid LOA. If a dispute arises, and the dispute resolution process described in Part A, Section 21 is invoked, neither GCICC nor ACS

will block, disconnect or deny access to customer data, electronic order processing, provisioning of services or any other processes or procedures defined in this GIA during the Dispute Resolution process.

**12.2 Service Requirements**

Unless otherwise directed by GCICC and when technically capable, when GCICC orders resale services or Network Elements all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

**12.3 View Customer Record**

ACS will provide a real time electronic interface for GCICC to obtain customer data. For information requests that cannot be provided through the electronic interface, ACS agrees to provide the data within one (1) business day using an alternate data gathering process. ACS will provide data via the alternate process for a maximum of five (5) accounts or fifty (50) lines per day. If requests requiring alternate processes exceed five (5) accounts or fifty (50) lines per day ACS and GCICC shall negotiate the return dates.

**12.4 Service Address Validation and Facilities Availability**

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

**12.5 Estimated Due Date**

ACS will provide a real-time electronic interface for GCICC to use to calculate the expected due date for providing a given service at a specified location. The interface will allow GCICC to view the availability of work units for GCICC use in scheduling installation appointments.

**12.6 Service Address Guide ("SAG") Extract**

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

## *Section 13 Ordering*

Regarding GCICC's access to status of due dates, trouble tickets, and held orders, ACS should provide procedures and methods comparable to its handling of its own customer orders.

### 13.1 Order Entry

**13.1.1** ACS will provide a real time electronic interface for GCICC to place revise or cancel service orders. The electronic interface will provide GCICC with the capability to submit orders for all order types supported by industry standards, but at a minimum, for both loop and resale activities:

- New installations for existing subscribers
- New installations for new subscribers
- Changes to existing services
- Additions to existing services or service addresses
- Feature adds, changes, or deletes
- Partial disconnects
- Disconnects
- Moves (From & To)
- Record changes
- Conversion orders as is, with changes or Port-only
- Suspend and restoral of service
- Rearrangements of existing accounts
- Inside moves of physical termination within a building

**13.1.2** Orders submitted through the interface will be entered and flow through ACS operational support systems in a method and within timeframes consistent with orders entered directly by ACS personnel.

**13.1.3 Order Status Data**
ACS shall provide to GCICC a real time electronic interface to view order status, or be noticed of status change on orders.

**13.1.4 Firm Order Confirmation ("FOC")**
ACS will provide a FOC notification to GCICC via a real time electronic interface. The FOC will be issued to GCICC within one hour or less of an electronic order submittal.

**13.1.5 Order Rejections**

**13.1.5.1** When an order is rejected ACS shall return the rejected LSR to GCICC, including with the return one or more reject reasons within one hour or less of an electronic order submittal.

**13.1.5.2** GCICC shall review and either correct and resubmit, or contact ACS for assistance to resolve.

**13.1.6 Order completion**
ACS will provide an Order Completion date to GCICC via a real time electronic interface. The Order Completion will be issued to GCICC within one (1) hour or less of order close data entry into the system by ACS, for all orders submitted electronically

**13.1.7 LSR Revisions**
GCICC will revise orders by issuing supplements to open LSRs. LSR Supplements must be submitted by GCICC prior to noon of the day preceding the due date.

**13.1.8 Disconnects**
GCICC requests for disconnect will be processed and provisioned in accordance with Part C, Attachment X.

## *Section 14 Service Standards*

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

***Section 15 Reports***

**15.1** Reporting by ACS with respect to processing and provisioning intervals shall be provided in accordance with the terms of Part C, Attachment X.

**15.2** ACS will provide reports, no less frequently than monthly, that detail system average repair timeframes, testing statistics, and other factors necessary for GCICC to determine the level of service ACS provides to all of its customers, including GCICC. If, after comparing this data to its own record of services provided to GCICC, GCICC determines that it is materially disadvantaged due to materially degraded service quality, GCICC shall notify ACS of this discrepancy. If the parties are unable to resolve the apparent conflict within thirty (30) days, the Parties shall engage in the Dispute Resolution process set forth in Part A, Section 21, and within that process, GCICC may request an Audit or Examination of ACS's operations.

**15.3** Repair – Upon request by GCICC, ACS shall provide the following statistics by trouble ticket type (out of service and non-out of service): repair intervals (the time a ticket was opened and closed, total number of hours out of service). This report shall reflect, at a minimum, the total GCICC tickets and total ACS tickets for a calendar month, separated business and residential, and must include a monthly summary of average repair times per type of troubles for GCICC and ACS.

**15.4** System Interface, Network Reliability – ACS shall provide "outage" statistics monthly to GCICC for all systems, interfaces or networks affecting GCICC access to OSS.

***Section 16 Improvement Plan Implementation***

**16.1** ACS will provide improvement plans for each area in which standards are not met due to circumstances under their control. These plans, including implementation timelines, will be provided to GCICC. The plans may include such things as increased staffing, change to procedures in order to meet standards, etc.

**16.2** Documentation – Documentation, as appropriate to the identified problem, will include reports and Performance Improvement Plans, which result in compliance with agreed upon performance standards and may include:

a. evaluation of the opportunity for continuous improvement, systems enhancements and re-engineering;

b. forecasted improvement to the desired Performance Standard for each issue or initiative;

c. current and improved upon processes;

d. control processes which ACS management will use for the transitional period;

e. evaluation of pertinent changes in periodic (monthly, weekly) results;

f. opportunities for source and root cause analyses; and

g. a date for compliance with Performance Improvement Plans implementation.

**16.3** Performance Improvement plans will be reviewed monthly or, more frequently as updated data and analyses are available.

***Section 17 Format***

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

ACS is required to notify GCICC of changes to the system and to supply any alternative means for exchange of information on a parity basis.

**17.2** The following Electronic Interfaces are available to GCICC:

**17.2.1** Telephone Number Reservation

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

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

**17.2.4** Firm Order Confirmation

**17.2.5** Order Completion

**17.2.6** Trouble Ticket Submission/Modification

**17.2.7** Amend Remedy Ticket

**17.2.8** Notices via Remedy

### 17.3 Telephone Number Reservation

This interface allows GCICC to reserve available ACS telephone numbers. Following is the information ACS provides to GCICC for electronic Telephone Number Reservation.

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

### 17.4 View Customer Record

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

a. Customer Billing Information (names and addresses, customer type, service class)

b. Working telephone numbers and service names/addresses

c. Serving Office and Wire Center

d. Directory listing information, including current yellow page classification headings on record.

e. LIDB information

f. Services and Features provisioned

g. Current LD PIC information

h. All configurations in place for LOD (Line Overflow to Directory Number), CFW (Call Forward), and RCF (Remote Call Forward)

i. All Directory Number Hunt information, including assigned numbers and the sequence in the hunt string

j. Indicate whether the telephone number or circuits listed have a Pending Order against them

k. Following is the information to be provided for electronic customer records.

- Account Number
- Account Telephone Number
- Address Indicator
- Agency Authorization Status
- Alpha/Numeric Listing Identifier Code
- Authorization Name
- Blocking Exceptions
- Building
- Business/Residence Placement Override
- Channel Code– ACS cannot provide electronically
- City
- Class of Service
- Company Code
- Completion Code
- Concatenated Address Information
- Customer Carrier Name Abbreviation
- Date And Time Sent
- Date Of Agency Authorization
- Delivery Address
- Delivery Address Descriptive Location
- Delivery Address House Number
- Delivery Address House Number Suffix
- Delivery Address House Prefix
- Delivery Address Locality
- Delivery Address Location
- Delivery Address State/Province
- Delivery Address Street Directional
- Delivery Address Street Name
- Delivery Address Street Suffix
- Delivery Address Thoroughfare
- Delivery Address Type
- Delivery Address Zip Code
- Designation
- DID Digits Out– ACS cannot provide electronically
- DID Route Index Number– ACS cannot provide electronically
- DID Telephone Line Identifier– ACS cannot provide electronically
- DID Trunk Group Number– ACS cannot provide electronically
- DID Trunk Identifier– ACS cannot provide electronically
- DID Trunk Quantity– ACS cannot provide electronically
- Direct Mail List
- Directory ID for Directory Delivery
- Directory ID Type
- Directory Identifier
- Directory Name
- Directory Subsection
- Do not Abbreviated Listed object
- Dual Name Listing
- End User Name
- End User Name
- Error Code
- Error Description
- Exchange Company Circuit ID
- Feature Codes
- Feature Detail
- Floor
- Freeze PIC Indicator
- Hunt Group Identification– ACS cannot provide electronically
- Hunting Sequence– ACS cannot provide electronically
- Hunting Type Code
- Indent Text
- Inquiry Number

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

**17.5** In addition to the information indicated above, that is returned via electronic interface, ACS shall make the following information available to GCICC either electronically or through a manual method:

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

a. Channel Code, Network Channel Code, and Signaling as defined in the OBF standard ATIS/OBF-LSR-122.

b. Hotel/Motel Class Mark feature information.

c. Whether there are currently open trouble tickets for each service.

d. Whether a line or circuit is designated for Priority restoration in an emergency.

e. Details on Off Premise Extensions (OPX), including provisioning (2 wire, 4 wire, etc.) and service locations.

f. The Circuit Layout Record for circuits.

g. PVL details such as signaling issues (ground or loop, 2/4 wire, etc.).

h. All translations such as pointing, routing, channelization, or non channelization and conditioning on the lines, including signaling types such as B8ZS.

i. All POTS and DID Guiding Point numbers, with indications as to their relationships to DSS and PRI Service.

j. On Multi-Drop Private Line service include all legs of that circuit, addresses for each leg, and the associated USOC codes and quantities specified.

k. On DSS and PRI service the line code and framing information, as well as the following information defined in the OBF standard ATIS/OBF-LSR-122.

1. DID Digits Out

2. DID Route Index Number

3. DID Trunk Group Number

4. DID Trunk Quantity

5. DID Trunk Identifier

6. DID Telephone Line Identifier

l. Hunt Group Identification and Sequence, as defined in the OBF standard ATIS/OBF-LSR-122.

m. Trunk signaling and digits for Analog DID trunks and signaling and digits for DID provisioned over DSS and PRI.

n. Comments associated with the lines and circuits where such remarks include necessary information for provisioning the line.

o. All Directory Number Hunt information, including circuit numbers and the sequence in the hunt string.

p. All configurations in place for LOD (Line Overflow to Directory Number), CFW (Call Forward), and RCF (Remote Call Forward), here such data is not available through the electronic interface.

q. Customer credit history, including late payment detail and interruptions of service for non-payment.

r. The name of the interconnection company of record.

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

This interface allows GCICC to inquire and receive response from ACS systems. The following information shall be included when service address validation and facilities availability are to be provided electronically.

- Additional Lines at address
- Address Response
- Alternate Addresses Number
- Cable pair availability
- Company Code
- Completion Code
- Current service type at this address
- Customer Carrier Name Abbreviation
- DAML currently in
- Date And Time Sent
- Error Description
- Inquiry Activity
- Inquiry Number
- Is it cut through or field
- Line Equipment
- LLOA on file
- Pending orders
- Service Address Building ID
- Service Address Floor Identifier
- Service Address Descriptive Location
- Service Address House Number
- Service Address House Number Suffix
- Service Address House Prefix
- Service Address Locality
- Service Address Room ID
- Service Address State/Province
- Service Address Street Directional
- Service Address Street Name
- Service Address Street Suffix
- Service Address Thoroughfare

- Service Address Zip Code
- Type of interface device at prem
- Wholesale or loop
- Wirecenter/zone
- Working Telephone Number
- # of lines customer wishes to provide

**17.6.1** In addition to the information above that is returned via the electronic interface, ACS shall make the following information available to GCICC either electronically or through a manual method:

a. If there is sufficient cable/pair availability to provide the service

b. The Loop binder post & pair assignments

c. Whether there are loop compression Devices other than DAML installed at the premise

d. The Wire Center, Serving Central Office, and zone (where applicable) for this address

e. If there are currently HDSL/Centrex/ISDN/XDSL services at the address

f. Whether there is available switch line equipment in the customer's serving area

**17.7 Firm Order Confirmation**

The following information is provided via the electronic interface when the Firm Order Confirmation data is provided electronically.

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

**17.8 Order Completion**

The following information is provided via the electronic interface when the Order Completion data is to be provided electronically.

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

### 17.9 Trouble Ticket Submission/Modification

This interface allows GCICC to submit trouble tickets directly to the ACS trouble management system. The following format shall be used when the Trouble Ticket submission/modification data is to be provided electronically.

- Access hours
- City (note some abbreviations)
- Company Name
- Completion Code
- Contact Name and Phone#
- Error Description
- GCICC Activity Log
- GCICC AR#
- Ground Start
- MLH Sequence
- Multiple Line Equip? Y or N
- Phone Number or Circuit ID
- Request Summary Code and Desc
- Tie Cable Pair
- Timestamp ticket entered in Trouble system
- Values: "GCICC"
- Values: "Phone" or "Circuit"
- Values: "Y" or "N"
- Wire Center

### 17.10 Trouble Ticket Inquiry/Response

This electronic interface allows GCICC to inquire and receive response to the status of "open" trouble tickets in the ACS trouble management system. The following information shall be provided when the Trouble Ticket Inquiry/Response data is to be provided electronically.

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

**17.11** The following Interface will be available to GCICC per the GCICC and ACS electronic ordering implementation project:

**17.11.1** Electronic order submittal for most orders.

**17.11.2** This interface will be developed by ACS based upon OBF standards (as agreed to and modified by both Parties.

## *Section 18 OSS*

### 18.1 Electronic Access to OSS System, Data, Databases must allow GCICC to:

(i) Receive pre-order information, including service address validations or alternative addresses, service availability and facilities availability or use by service location, all numbers currently in service at any location, pending orders by address, phone number or account, loop/ground start information, hunting type and sequences, inquire about general due dates availability;
(ii) Place service orders, review order details, and status;
(iii) Provision services and features;
(iv) Place trouble tickets, review trouble ticket status, set or change trouble ticket priorities, and be notified as to outages affecting customers; and
(v) Test services and features.

### 18.2 Non Electronic Process

ACS must provide a non-electronic method, with which GCICC may send orders and trouble tickets, or request and receive information, between the Parties. A failure to achieve, or a failure of, an Electronic connection, or interface, shall not delay GCICC's request for services or information, or delivery of the same from ACS.

### 18.3 Data Components

The components listed in Part C, Attachment IV, Section 17, are the data GCICC is currently obtaining from ACS for pre-ordering, ordering, provisioning, and maintenance. The data is required whether methods are manual or electronic, within the standards identified.

## *Section 19 Interconnection and Traffic Exchange*

### 19.1 Point of Interconnection

The point of interconnection ("POI") represents the financial demarcation point for each Party's network, such that neither Party shall be financially responsible for any trunks, facilities, or equipment on the other Party's side of the POI, except as may be required for exchange access compensation purposes. Neither Party shall be operationally responsible

for any trunks, facilities or equipment on the other Party's side of the POI except for such network elements or services as have been leased from the terminating Party. The POI may be established by any technically feasible means, including, but not limited to the following:

(a) A physical or virtual Collocation arrangement established by a collocating Party: and/or

(b) A physical or virtual Collocation arrangement established by a third party with whom the collocating Party has contracted for such purposes: and/or

(c) An Entrance Facility and/or transport leased from the providing Party or a third party provider.

## 19.2 Point of Interconnection Location

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 unbundled dedicated transport to reach the POI, where facilities are available.

## 19.3 Interconnection Performance Management

**19.3.1** 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.

**19.3.2** 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 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.

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

### 19.4 Intercarrier Compensation for Local Traffic

Local traffic shall be compensated based on bill and keep.

### 19.5 Number Resources

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

### 19.6 Toll Usage on Local Interconnection Trunk Groups (Misdirected Toll Traffic)

Each Party agrees to report monthly any "misdirected terminating toll access minutes" it routed over Local Interconnection Trunks to the other Party in sufficient detail to allow the receiving Party to identify and bill the access minutes. "Misdirected Terminating Toll Access Minutes" are minutes that are either interstate or intrastate minutes that are routed over local interconnection trunks. Such detail shall include at a minimum the jurisdiction (interstate or intrastate), the toll carrier from which the calls came, and conversation time.

## *Section 20 Maintenance, Testing, and Repair*

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

### 20.1 Maintenance

#### 20.1.1 Any change, maintenance, testing or repair

It is agreed between GCICC and ACS that any change, maintenance, testing or repair on any Telecommunications Services or unbundled Network Elements serving GCICC or GCICC customers, or allowing to be served GCICC or GCICC customers, will be performed with a minimum of disruption of service and at parity with that which ACS provides for itself or its other customers.

#### 20.1.2 Maintenance Standards

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

**20.1.3 Emergency Restoration, Maintenance or Repair**
ACS shall provide GCICC emergency restoration, maintenance, and repair on the same schedule to that which ACS provides to itself or its other customers.

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

**20.1.5 Dispatch Personnel**
ACS shall provide GCICC maintenance dispatch personnel on the same schedule to that which it provides its own subscribers.

**20.1.6 SPOC**
ACS shall provide a SPOC (Single Point of Contact) for GCICC to report maintenance issues and trouble reports to twenty four (24) hours a day and seven (7) days a week.

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

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

**20.1.9 Notice to GCICC**
ACS will provide GCICC an electronic method for GCICC to determine if a GCICC customer trouble report is associated with ACS maintenance activity.

> **20.1.9.1** Upon completion of the work, ACS shall inform the GCICC SPOC real time of the actual completion date and time immediately upon such completion.

**20.1.10 Trouble with leased unbundled network elements**
If trouble occurs with leased unbundled network elements, GCICC will first determine whether the trouble is in the GCICC equipment and/or facilities or those of the end-user. GCICC and ACS will insure all field visits result in appropriately tagged terminations at the customer's premise, including a technician signing a NID sticker with name, date, and time of the visit. If GCICC determines the trouble is in ACS's equipment and/or facilities, GCICC will issue a trouble report to ACS.

**20.1.11 T&M Charges – Incidental Dispatches**
GCICC will pay T&M charge when the trouble clearance did not otherwise require dispatch, but dispatch was requested by GCICC for repair verification or cooperative testing, and the facility did not exceed maintenance limits.

**20.1.12 T&M Charges for Premise Access**
If GCICC issues a trouble report allowing ACS access to the end-user's premises and ACS's personnel are dispatched but denied access to the premises, then Time and Material ("T&M") charges will apply for the period of time that ACS's personnel are dispatched. Subsequently, if the Providing Party's personnel are allowed access to the premises, charges still apply for the prior visit.

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

**20.1.14 T&M Charge Work Not Specifically Described**
If GCICC requests or approves ACS's technician to perform services in excess of or not otherwise specifically described as being included within the nonrecurring charges herein, GCICC will pay T&M charges for any additional work to perform such services, including requests for installation or conversion during and outside of normally scheduled working hours.

**20.1.15 T&M Charges – No Trouble Found**
GCICC will not be charged for ACS No Trouble Found ("NTF") condition if all of the GCICC equipment and GCICC's customer's inside wire and equipment were isolated from the ACS facility at time of testing and industry-accepted standard tests conducted by GCICC, including but not limited to continuity, noise

and metallic fault test results show there was verified trouble on the facility at the time of testing, and the conditions in Section 20.1.10 are met.

**20.1.16 T&M Charges – GCICC Dispute**
GCICC has the opportunity to review and dispute T&M charges.

## 20.2 Testing

**20.2.1 Access to Line Test System**
ACS will provide access to its Line Test System(s) to GCICC, allowing GCICC the ability to test all local service elements connected to an end-user (resold services) in a manner equal to that with which ACS provides to itself, where technically feasible.

**20.2.2 Scheduled Cooperative Maintenance Testing**
Within eight (8) business hours of a request for scheduled cooperative maintenance testing, ACS shall schedule such testing with GCICC (including trouble shooting to isolate any problems) to test Network Elements purchased by GCICC for the purpose of identifying and isolating problems.

**20.2.3 Testing Resold Services (TSR/UNE-P)**
ACS shall perform all Telecommunication Services testing for the GCICC's "Resale End-Users" in a manner consistent with that which ACS provides to its own end-users. In order to achieve line test parity for field personnel, ACS will provide GCICC's field personnel with the same Automated Call Distribution (ACD) number it provides to ACS personnel. GCICC may request line testing without the necessity of opening a trouble ticket with ACS only when the real time electronic interface is not available or operational that would allow GCICC to test the line for itself. ACS will provide the test results to GCICC immediately.

**20.2.4 Testing of UNE Loops**
ACS will accept test results from the GCICC Testboard and thereby not necessitate double testing by GCICC field personnel in order to accept a trouble ticket. After-hour (4:00 PM) testing of UNE loops in ACS unmanned offices, by the GCICC Testboard, will be accepted by the ACS Testboard as a valid test for issuance of a trouble ticket.

**20.2.5 Testing and Repair – Joint Field Problem Resolution**
ACS and/or GCICC can request a joint field meeting of respective I&R personnel at the GCICC customer's NID to resolve disputed repair and/or installation issues. There will be no T&M billing for joint field resolutions.

**20.2.6 Feature Verification of GCICC Resale Customers**
ACS will provide GCICC "Read Only Access" to the ACS DMS Switches for GCICC Resale Customer feature verification.

**20.3 Test Results**
GCICC and ACS may share test results upon request as an aid to diagnosing troubles.

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

**20.3.2 Shared Line Testing**
ACS will provide GCICC test access to all shared lines including access to the 2W Analog line (nominal 0 – 4 kHz spectrum).

**20.4 Repair**

**20.4.1** ACS will provide GCICC with a real time Electronic Interface that will allow GCICC to open, check the current status, modify, cancel or close trouble tickets for GCICC customers in a manner equivalent to that with which ACS provides to itself. As ACS modifies, updates, or closes a ticket, GCICC will receive an immediate electronic notice of change.

**20.4.2** Upon establishment of the Electronic Interface, ACS shall notify GCICC via such electronic interface immediately upon completion of trouble report. The report shall not be considered closed until such notification is made.

**20.4.3** GCICC shall also submit trouble tickets to ACS via, fax or email when an electronic interface is not provided or available.

**20.4.4 Prioritization**
GCICC may prioritize the scheduling of repair dispatches for GCICC customers within the normal course of ACS's repair schedule.

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

### 20.4.6 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 life of the ticket with the changes in the circumstances of the trouble ticket. The Priorities range from 86, and 1-4, with 86 considered a "Hot" trouble ticket that needs immediate attention. The priorities 1-4 are rated with 1 being the most urgent and 4 the least urgent. All Payphone troubles are given a Priority 3 rating.

### 20.4.7 Repair Priorities

The priority of the trouble ticket is set by the contents of the Trouble Type and Service Use Fields. The following priority table will be used when issuing a trouble ticket:

Priority 86: Medical requirement/out of service.
Priority 1: Out of Service conditions for critical business services.
Priority 2: Out of Service conditions for residential services.
Priority 3: Business not out of service.
Priority 4: Residential not out of service.

# PART C – ATTACHMENT V

# COLLOCATION

## *Section 1 Introduction*

**1.1** This Attachment sets forth the requirements for collocation. This Part C, Attachment V does not apply to ACS-N except as necessary to effectuate interconnection arrangements as set forth in Section 1.5 below. Collocation is all forms of collocation including physical collocation, adjacent collocation, and virtual collocation. There will be a collocation application fee (Part C, Attachment I, Section 2.4) per collocation site requested by GCICC. The fee is to cover ACS initial expenses in processing the application to determine whether it should be accepted or rejected. These expenses are defined in Section 8.11.

**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. GCICC shall call and notify ACS's NOC when GCICC determines access to virtual collocation space or ACS facilities is necessary.

**1.3** ACS 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 GCICC.

**1.4** GCICC may only install equipment necessary, required or indispensable for interconnection to ACS network facilities for the transmission and routing of telephone exchange service, exchange access service, or both, and for access to ACS unbundled network elements. GCICC may only install equipment to the extent consistent with applicable law.

**1.5** ACS-N agrees that GCICC may install fiber termination equipment at each ACS-N wire center for the purpose of direct interconnection with ACS-N for the exchange of traffic. Pursuant to the Settlement Agreement executed on March 15, 2007, GCI may purchase collocation from ACS-N at commercially negotiated rates or pursuant to the ACS-N tariff. For the purposes of purchasing collocation from ACS-N pursuant to this Part C, Attachment V, the term "commercially negotiated rates" means the same rates as are specified in Part C, Attachment I, Section 2.6 ("Collocation").

## *Section 2 General Descriptions*

**2.1** Physical collocation enables GCICC, for the purposes set forth in Section 1.4, to place equipment within or upon ACS's premises or points. ACS will provide for physical collocation within or upon its premises in space selected by ACS, except where it is not feasible for technical reasons or because of space limitations.

**2.2** In addition to the floor space, ACS will provide fire suppression, AC convenience outlets, -48 VDC power and battery backup (if requested and capacity is available), heating, air conditioning and other environmental supports and generator back-up to

GCICC's collocation space. ACS'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 GCICC's collocation space will be included in the cost proposal for space preparation.

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

**2.4** Adjacent collocation enables GCICC, for the purposes set forth in Section 1.4, and where space is legitimately exhausted in or upon a particular ACS premises or point, to collocate in adjacent controlled environmental vaults or similar structures to the extent technically feasible. ACS shall permit GCICC to construct or otherwise procure such a structure subject only to reasonable safety and maintenance requirements. ACS shall provide –48 VDC 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 to GCICC's collocation space will be included in the cost proposal for space preparation. ACS will permit GCICC to place its own equipment, including, but not limited to, copper cables, coaxial cables, and fiber cables, in adjacent facilities constructed by either Party.

**2.5** Virtual collocation enables GCICC, for the purposes set forth in Section 1.4, to designate specific equipment, dedicated to GCICC's use, to be installed, maintained, and repaired by ACS within or upon ACS's premises in space selected by ACS.

**2.6** In addition to the floor space, ACS will provide fire suppression, AC convenience outlets, -48 VDC power and battery backup (if requested and capacity is available), heating, air conditioning and other environmental supports and generator back-up to GCICC collocation space. ACS'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 GCICC's collocation space will be included in the cost proposal for space preparation.

**2.7** GCICC will restrict the submission of detailed site requirements such that detailed site requirements pending ACS approval do not exceed five (5) locations irrespective of areas in the state at any given time.

## *Section 3 Collocation Application Process*

### 3.1 Physical Collocation

**3.1.1** Request for Collocation. A request for physical collocation must be submitted to ACS in writing and include completed forms supplied by ACS. 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; and
h. a statement as to whether or not a site survey is requested.

**3.1.2** At the option of either Party, GCICC will obtain cost estimates (including applicable estimates from ACS) and manage the construction of the collocation space. Regardless of which Party manages the construction of the collocation space, ACS must approve the detailed site specifications and construction plans prior to construction and the construction must be performed by one or more of ACS'S approved contractors.

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

### 3.2 Preliminary Site Survey

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

### 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 GCICC's request for collocation, ACS will approve or reject GCICC's request. If the request is rejected, the reason(s) for rejection must be included. If ACS fails to provide the reason(s) for rejection or if GCICC disagrees with the reason(s) for rejection or finds it unreasonable, the Parties will negotiate a mutually acceptable solution. At GCICC's election, ACS shall escort GCICC representatives on a tour of the premise or point at issue. If a mutually acceptable solution cannot be reached within fifteen (15) business days of ACS's notice of rejection, GCICC may request the matter be resolved through Dispute Resolution as set forth in this GIA.

### 3.4 Pre-Construction Site Survey

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

### 3.5 Detailed Site Requirements

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

### 3.6 Approval of Detailed Site Requirements

ACS shall respond to GCICC within ten (10) business days of receipt of GCICC's detailed site requirements with ACS's approval or rejection of the detailed site requirements. If ACS rejects the detailed site requirements, the reason(s) for rejection will be provided. If the reason(s) for rejection are reasonable, GCICC will modify the detailed site requirements accordingly and resubmit to ACS. If GCICC 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 ACS's notice of rejection, GCICC may request the matter be resolved through Dispute Resolution as set forth in this GIA. Upon approval of the detailed site requirements, ACS will provide a list of approved contractors if GCICC will be managing the construction of the collocation space.

### 3.7 Cost Proposals and Acceptance

**3.7.1** ACS shall, within twenty (20) business days of approving GCICC's detailed site requirements, provide a cost estimate including any contract administration costs, and implementation schedule for any work to be performed by ACS. The cost estimate will include an itemized list of all labor, materials, equipment, permits, and any other costs for which GCICC will be responsible.

**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 GCICC employees or GCICC approved contractors. Any work associated with the construction or preparation of the collocation space and any work to be performed on ACS property outside the caged or physically separate collocation space must be performed by ACS or its contractors.

### 3.8 Implementation Schedule

**3.8.1** GCICC shall, within twenty (20) business days of receipt, review ACS's cost proposal and implementation schedule. If found to be reasonable, GCICC will provide ACS with written approval of the cost estimate and implementation schedule and authorize ACS to perform the work. If GCICC finds any of the costs or the schedule to be unreasonable, GCICC shall notify ACS accordingly, identify those specific issues that it finds to be unreasonable, and give ACS the opportunity to substantiate the costs or schedule to GCICC's satisfaction. If the Parties cannot reach agreement on the proposal, GCICC may request that ACS obtain competitive bids from a list of agreed upon ACS contractors. ACS will share the bids with GCICC and the parties will mutually agree to whom to award the bid. GCICC will be responsible for all costs associated with the bid preparation whether or not the bid is awarded. GCICC will be responsible for the actual construction and contract administration costs provided those costs do not exceed the cost estimate approved by GCICC by more than 12.5%. ACS will provide detailed documentation of actual costs involved.

**3.8.2** Upon completion of construction, the Parties will complete an acceptance walk through 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 who performed the construction within a reasonable time.

## 3.9 Adjacent Collocation

### 3.9.1 Request for Collocation

**3.9.1.1** A request for adjacent collocation must be submitted to ACS in writing and include completed forms supplied by ACS. At a minimum, the request must include:

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

b. ground space requirements if on property owned or controlled by ACS;

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; and

h. a statement as to whether or not a site survey is requested.

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

## 3.10 Preliminary Site Survey

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

## 3.11 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 GCICC's request for collocation, ACS will approve or reject GCICC's request. If the request is rejected, the reason(s) for rejection must be included. If ACS fails to provide the reason(s) for rejection or if GCICC disagrees with the reason(s) for rejection or finds it unreasonable, the Parties will negotiate a mutually acceptable solution. At GCICC's election, ACS will escort GCICC representatives on a tour of the premise or point at issue. If a mutually acceptable solution cannot be reached

within fifteen (15) business days of ACS's notice of rejection, GCICC may request the matter be resolved through Dispute Resolution as set forth in this GIA.

### 3.12 Pre-Construction Site Survey

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

### 3.13 Detailed Site Requirements

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

### 3.14 Approval of Detailed Site Requirements

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

### 3.15 Cost Proposals and Acceptance

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

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

### 3.16 Implementation Schedule

**3.16.1** GCICC shall, within twenty (20) business days of receipt, review ACS's cost proposal and implementation schedule. If GCICC finds any of the costs or the schedule to be unreasonable it shall notify ACS accordingly, identify those specific issues that it finds to unreasonable, and give ACS the opportunity to substantiate the costs or schedule to GCICC's satisfaction. If the Parties cannot reach agreement on the proposal, GCICC may request that ACS obtain

competitive bids from a list of agreed upon ACS contractors. ACS will share the bids with GCICC and the parties will mutually agree to whom to award the bid. GCICC will be responsible for all costs associated with the bid preparation whether or not the bid is awarded. GCICC will be responsible for actual construction and contract administration costs, provided those costs do not exceed the cost estimates approved by GCICC by more than 12.5%. ACS will provide detailed documentation of actual costs involved.

**3.16.2** Upon completion of construction, the Parties will complete an acceptance walk through 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 who performed the construction within a reasonable time.

## 3.17 Virtual Collocation

### 3.17.1 Request for Collocation

A request for virtual collocation must be submitted to ACS 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 GCICC requests ACS to install and its intended use,

g. date completion of installation activity is requested, and

h. a statement as to whether or not a site survey is requested.

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

## 3.18 Preliminary Site Survey

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

### 3.19 Approval/Rejection of Request

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

### 3.20 Pre-Construction Site Survey

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

### 3.21 Detailed Site Requirements

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

### 3.22 Approval of Detailed Site Requirements

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

### 3.23 Cost Proposals and Acceptance

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

**3.23.2** Any work to be performed utilizing virtual collocation shall be performed by ACS or its contractors.

### 3.24 Implementation Schedule

**3.24.1** GCICC shall, within twenty (20) business days of receipt, review ACS's cost proposal and implementation schedule. If found to be reasonable, GCICC will provide ACS with written approval of the cost estimate and implementation schedule and authorize ACS to perform the work. If GCICC finds any of the costs or the schedule to be unreasonable, GCICC shall notify ACS accordingly, identify those specific issues that it finds to be unreasonable, and give ACS the opportunity to substantiate the costs or schedule to GCICC's satisfaction. If the Parties cannot reach agreement on the proposal, GCICC may request that ACS obtain competitive bids from a list of agreed upon ACS contractors. ACS will share the bids with GCICC and the Parties will mutually agree to whom to award the bid. GCICC will be responsible for all costs associated with the bid preparation whether or not the bid is awarded. GCICC will be responsible for the actual construction and contract administration costs provided those costs do not exceed the cost estimate approved by GCICC by more than 12.5%. ACS will provide detailed documentation of actual costs involved.

**3.24.2** Upon completion of construction, the Parties will complete an acceptance walk through 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.

### 3.25 Technician Training

GCICC will identify any special training requirements associated with the installation maintenance and operations of the GCICC collocated equipment. ACS will identify the costs of providing the required training to ACS personnel responsible for the installation and maintenance and operation of GCICC's collocated equipment. Upon approval of those costs, GCICC will be responsible for reimbursement of the ACS-incurred training costs.

### 3.26 Augmentation of Collocation Space

Subject to Section 6 of this Attachment, should GCICC 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 GCICC is already collocated, the augmentation request and process will be the same as the collocation application process for the type of collocation requested.

## *Section 4 Rules and Regulations*

### 4.1 Safety and Engineering Standards

**4.1.1** ACS may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that ACS applies to its own equipment.

**4.1.2** ACS may not object to the collocation of equipment on the ground that the equipment fails to comply with National Equipment and Building Specifications performance standards.

**4.1.3** If ACS denies collocation of a competitor's equipment, ACS must provide to GCICC within five (5) business days of the denial a list of all like equipment that ACS locates within the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that ACS contends GCICC's equipment fails to meet.

## 4.2 Security

**4.2.1** ACS may require all reasonable security arrangements not prescribed by law to protect its equipment and ensure network reliability. ACS may only impose security arrangements that are as stringent as the security arrangements that ACS maintains at its own premises for its own employees or authorized contractors.

**4.2.2** Access to physically or adjacently collocated equipment will be allowed twenty-four (24) hours a day, seven (7) days per week, without requiring a security escort of any kind or delaying GCICC's employees', agents', or contractors' entry into ACS premises. Where available, ACS shall allow GCICC's employees, agents and contractors unescorted access to restrooms with the exception of those restrooms that are located inside ACS's switch rooms. Access to restrooms inside ACS's switch rooms will require an escort.

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

**4.2.4** Reasonable security measures that ACS may adopt include:

a. installing security cameras or other monitoring systems; or

b. requiring GCICC personnel to use badges with computerized tracking systems; or

c. requiring GCICC personnel to undergo the same level of security training, or its equivalent, that ACS's own employees, or third party contractors providing similar functions, must undergo; provided, however, that ACS may not require GCICC personnel to receive such training from ACS itself, but must provide information to GCICC on the specific type of training required so GCICC personnel can conduct their own training.

**4.2.5** The Parties shall provide contact names and telephone numbers for the personnel responsible for security, building and grounds, and environmental and safety issues.

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

## 4.3 Construction and Scheduling

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

**4.3.2** ACS has the right to inspect GCICC's completed installation of equipment and facilities occupying a collocation space and associated building entrance facilities. ACS also may make subsequent and periodic inspections of the GCICC'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 GCICC is found to be in non-compliance with the terms and conditions of this GIA, GCICC must modify its installation to achieve compliance. ACS will notify GCICC in writing two (2) business days in advance of ACS initiated inspections, except in the case of emergencies, and GCICC shall have the right to be present at the time of the inspection.

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

**4.3.4** GCICC shall provide a written logbook for ACS's employees or contractors to sign when entering GCICC's physical collocation space.

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

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

**4.3.7** 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 GCICC's collocation.

## 4.4 Conditions on Use of Space

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

**4.4.2** GCICC shall, at GCICC's expense, fully, promptly, and consistently comply with all statues, ordinances, rules, regulations, orders, and requirements in effect during the term of this GIA. GCICC 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. GCICC will not operate any equipment that causes interference with telecommunications facilities of ACS or others in the building.

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

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

**4.4.5** ACS shall not be responsible for:

a. GCICC'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 GCICC, its agents, contractors, employees or invitees. ACS shall have no obligation to make repairs until a reasonable time after receipt of written notice from GCICC of the need for such repairs.

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

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

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

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

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

**4.4.11** GCICC will comply with ACS'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, ACS will provide a copy of its Central Office Policies and Procedures within thirty (30) days of GCICC's request for collocation. ACS will be responsible for providing GCICC with updates to the Central Office Policies and Procedures in a timely manner.

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

**4.4.13** As requested by GCICC, ACS shall provide basic telephone service to GCICC's collocation space at tariffed terms, conditions, and rates.

***Section 5 General Rules***

**5.1** Sidewalks, doorways, vestibules, halls, stairways, elevator lobbies, etc., shall not be used for storage of materials or disposal of trash.

**5.2** Signs, advertisements, graphics or notices visible from in or outside the building are not permitted except as required by law or other local, state, or federal regulations.

**5.3** GCICC shall not use an open flame anywhere within the building.

**5.4** GCICC shall not tamper with or attempt to adjust temperature controls, fire detection/suppression devices. Environmental concerns shall be referred to ACS's designated building representative.

**5.5** No flammable or explosive fluids or material shall be kept or used within the building. GCICC shall comply with all applicable building and fire codes.

**5.6** GCICC may not make any modifications, alterations, additions, repairs or decoration of the collocation space or the building in general.

**5.7** Any ACS employee may request GCICC or GCICC's agent or contractor to stop work if in the judgment of the employee there is jeopardy to personal safety or potential damage to the building or equipment or facilities of ACS or others.

**5.8** GCICC shall perform all light housekeeping services, i.e., dusting and rubbish removal, within the collocation space. Rubbish shall be removed from the ACS facility for disposal by, and at the expense of, GCICC.

**5.9** In those cases where GCICC is issued keys for access to the building, GCICC will accept responsibility for issuance of keys to its employees and retrieval of said keys upon termination if its employees.

**5.10** ACS may charge for the issuance of keys yet shall not unreasonably limit the number of keys issued to GCICC, its agents, or contractors.

**5.11** Except for electronic keys, a $250 charge will be levied for the loss of any key. There will be no charge for lost electronic keys.

**5.12** GCICC shall notify ACS immediately of any lost keys.

**5.13** GCICC's employees, agents and contractors are prohibited from making duplicates of keys issued by ACS.

**5.14** At the expiration of GCICC's occupancy of a collocation space, GCICC shall surrender all keys, access cards and ACS provided photo identification cards to the collocation space and the building to ACS.

**5.15** GCICC will assure that all appropriate doors are closed at all times and are not propped open or left open unless otherwise approved by ACS in writing.

**5.16** GCICC will follow all applicable ACS procedures that require notification or sign-in/sign-out of GCICC personnel upon entrance and exit of ACS facilities.

**5.17** No canvassing, peddling, soliciting of funds, or sale or advertising of GCICC services shall be allowed in the building or grounds.

**5.18** ACS shall not be liable or responsible for lost or stolen possessions or personal property of GCICC, its agents, contractors or employees.

**5.19** ACS will provide no designated parking. GCICC may use ACS's parking facilities if space allows and ACS's designated building representative does not object. Permission to use any ACS's parking facility will not be unreasonably withheld.

**5.20** GCICC's employees, its contractors and agents are not permitted to smoke anywhere within ACS's building or on ACS property except in designated smoking areas.

**5.21 Other Notifications**

**5.21.1** ACS will provide GCICC 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 GCICC equipment located in the ACS facility. ACS shall provide GCICC immediate notification by telephone of any emergency power activity that would impact GCICC equipment.

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

**5.21.3** At collocation sites where GCICC purchases –48DC power from ACS, GCICC will provide ACS written notification of the installation or removal of equipment at those sites that would change the amount of power consumed by more than five (5) amps.

***Section 6 Space Reservation***

**6.1 GCICC Space Reservation**

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

**6.1.2** GCICC can reserve an amount of space no more than the amount of space it currently utilizes or has ordered in the particular ACS premise.

**6.1.3** GCICC must pay the annual Space Reservation Fee set forth in Part C, Attachment I, Section 2.4.

**6.1.4** The priority of the reservation is established on a first-come, first-served basis as determined by the time that ACS receives the space reservation request

form. Reservations will be date stamped upon receipt. The lowest priority reservation is that reservation with the most recent date stamp.

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

**6.1.6** When an order for physical collocation is received and all the unoccupied space is covered by reservations, the collocating Party with the lowest priority reservation (Option Party) for which unoccupied space remains available after subtracting the space covered by reservations of higher priority reservations will be given the option of enforcing its reservation by paying the appropriate monthly rate for the space or relinquishing its reservation.

**6.1.7** If the Option Party enforces its reservation, it must utilize the space for its intended purpose within one-hundred twenty (120) days or relinquish it.

**6.1.8** If the option party with the lowest priority enforces its reservation, then the Party(ies) with the next higher priority reservation, for which unoccupied space remains available after subtracting the space covered by the reservations of the remaining higher priority reservations, will be given the option of enforcing or relinquishing its reservations. As long as all Parties with reservations for the available unoccupied floor space continue to enforce their reservations by paying the appropriate monthly rate for the space, no space will be available for new requests for physical collocation, flame space, entrance facilities, or power.

**6.1.9** The Party that relinquishes its reservation by declining to enforce its reservation may place a new reservation, but the reservation receives a new priority based on the time the new reservation is received in writing.

## 6.2 ACS Space Reservation

**6.2.1** ACS may reserve at least the amount of space reasonably necessary for the provision of a communications-related service, including interconnection and the provision of unbundled network elements.

**6.2.2** ACS may enforce its reservation in the same manner in which the collocating Party enforces its reservation with the exception that ACS may restrict available and reserved space to that beyond ACS's reasonable requirements, subject to the regulations set forth at 47 CFR 51.323(f).

## 6.3 Space Restrictions

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

## Section 7 Damage or Destruction

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

a. repair such damage as soon as reasonably possible at ACS's expense, in which event GCICC's use and occupancy of collocation space under this GIA will continue without interruption, or

b. cancel and terminate GCICC's use and occupancy of collocation space under this GIA, as of the date of the occurrence of such damage. ACS will give written notice to GCICC within thirty (30) days after the date of the occurrence of such damage of ACS's intention to either repair the damage at the collocation space or terminate GCICC's use and occupancy of the collocation space.

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

**7.3** If the collocation space or the building of which it is a part is partially destroyed or damaged and ACS 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 GCICC's use of the collocation space is impaired.

### 7.4 Protection of GCICC's Property

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

### 7.5 Default by GCICC

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 GCICC:

a. The vacating or abandonment of the central office space by GCICC.

b. The failure by GCICC to observe or perform any of the covenants or provisions of this GIA to be observed or performed by GCICC, where this failure shall continue for a period of thirty (30) days after written notice thereof from ACS to GCICC.

c. Any of the following events:

(i) the filing by or the making by GCICC of any general assignment, or general arrangement for the benefit of creditors;

(ii) the filing by or against GCICC of a petition to have GCICC 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 GCICC, the same is dismissed within sixty (60) days;

(iii) the appointment of a trustee or receiver to take possession of substantially all of GCICC's assets located in the collocation space or GCICC's use or occupancy of the collocation space, where use or occupancy is not restored to GCICC within thirty (30) days; or

(iv) the attachment, execution or other judicial seizure of substantially all of GCICC's assets located in the collocation space or of GCICC's use or occupancy of the collocation space, which such seizure is not discharged within thirty (30) days.

d. GCICC's use of the collocation space causes disruption or threat of harm upon ACS's employees, facilities and equipment or other collocated Parties' employees, facilities, and equipment services or GCICC taking actions violative of the Criminal Laws or otherwise not in keeping with the safety of the persons and property located at the ACS facility.

e. GCICC's use or occupancy of the collocation space, or the operation of GCICC's equipment, alone or in combination with the uses of others, interferes with the operation of ACS's telecommunications equipment or facilities or the employees, facilities, and equipment of another collocating entity.

f. Failure to keep accounts current.

### 7.6 Remedies of ACS

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

### 7.7 Condemnation

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

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

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

### 7.8 Subordination

GCICC's use and occupancy of the collocation space, at ACS'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. GCICC will execute, at ACS's request, all documents necessary to effectuate any such subordination, hypothecation or security interest.

### 7.9 Warranty and Exclusions

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

### 7.10 Limitation of Liability

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

## *Section 8 Rate Categories*

### 8.1 Site Preparation

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

### 8.2 Floor Space – Improved and Unimproved

**8.2.1** The Improved Floor Space rate category provides for per-square foot increments of floor space located in or upon ACS's premises used and occupied

by GCICC. Charges for Improved Floor Space will include the associated environmental supports such as fire suppression, heating, power, backup power, and air conditioning equivalent to ACS's central office equipment environment at that location.

**8.2.2** The Unimproved Floor Space rate category provides for per-square foot increments of floor space located in or upon ACS's premises used and occupied by GCICC that are not provided with associated environmental supports. Charges associated with Unimproved Floor space will not include the associated environmental supports such as fire suppression, heating, power, backup power, and air conditioning.

## 8.3 Ground Space

The Ground Space rate category provides for per-square foot increments of ground space on ACS's property used and occupied by GCICC. The Ground space rate will be charged on a monthly basis. Ground Space is available for adjacent collocation, not including the existing building structure and any parking lots, sidewalks, land improvements (trees, shrubs, flowers, etc.) necessary to comply with Anchorage ordinances with respect to zoning and construction.

## 8.4 Building Entrance Facility

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

## 8.5 Power Consumption

**8.5.1** The Power Consumption rate category provides for the consumption of -48 Volt DC Power. This rate is applied per 15-ampere draw and will be charged on a monthly basis. 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 ACS desires. If the results of a measurement warrant an adjustment to billing, ACS will notify GCICC of the adjustment prior to making any prospective and/or retroactive adjustment to billing. GCICC will have five (5) business days to validate the measurement. The size of the power cables will be determined and provided to ACS as part of the detailed design requirements. The cost of placing the cables will be part of the collocation construction costs. Fusing will be based on the amount of power requested and the size of the fuses will be determined by generally accepted electrical engineering practice (typically at twice the load).

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

## 8.6 Distribution Frame Space

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

## 8.7 Cross Connect DS0, DS1, DS3, STS

Cross Connect DS0, DS1, DS3, STS is the physical connection-termination (engineering, set-up, connect, tear-down, disconnect, all labor and materials) after Inside Plant cable pull, of (1) cables carrying GCICC's electrical signal to or from ACS's Horizontal MDF and GCICC's equipment; (2) physical connection-termination (engineering, set-up, labor and materials), or use of existing Tie-Cables to or from ACS's switching or transmission equipment and GCICC's equipment. Cross Connect rates are in addition to DACS rate elements, and are subject to physical and virtual demarcation definitions.

## 8.8 Cable Space

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

## 8.9 Cable Rack Space

The Cable Rack Space rate category provides space for GCICC to install cable between cable racks and bays. Cable rack space will be charged in increments of 'linear feet'. A 'linear foot' of cable rack space includes the cable ladder and support structure. Significant modifications to central office super structure will be billed to the CLEC on a time and material basis.

## 8.10 Space Reservation

### 8.10.1 Floor Space

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

### 8.10.2 Distribution Frame Space

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

## 8.11 Collocation Request Application Fee

An Application Fee (Part C, Attachment I, Section 2.4) will be charged to GCICC for each collocation application request submitted. This fee is to cover ACS's expenses in

processing the application. These expenses include the cost of determining if the requested floor space, ground space, distribution frame space, entrance facilities, power and grounding are available or can be made available; and the cost of providing a boundary map of the area served (if requested by GCICC) by the premise or point and the total number of working analog lines served by the premises or point that collocation is being requested.

# PART C – ATTACHMENT VI

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

## *Section 1 Introduction*

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

## *Section 2 Requirements*

### 2.1 General

**2.1.1** ACS shall make poles, ducts, conduits, conduit systems, and other ROW available to GCICC for Attachments under the terms and conditions set forth in this Section 2.

**2.1.2** ACS shall provide GCICC equal and non-discriminatory access to Poles, ducts, conduits, and other ROW, it owns or controls. Such access shall be provided on terms and conditions equal to that provided by ACS to itself or to any other party consistent with Section 224 of the Act. Further, ACS shall not preclude or delay allocation of these facilities to GCICC because of the potential needs of itself or of other parties, except for work in progress, which may be retained for ACS facilities deployment within three hundred sixty five (365) calendar days of the date of the formal GCICC request.

**2.1.3** Each of the Parties shall designate to the other, on the basis of specific operating regions, single points of contact for negotiating all issues relating to implementation of this Section 2. The single points of contact shall also be the contacts for all notices and demands, offers and acceptances under this Section 2, unless otherwise agreed in writing by the Parties.

**2.1.4** Excepting work in progress as described above, and maintenance and emergency ducts as provided below, all usable but unassigned space on Poles, or in ducts, conduits, or other ROW owned or controlled by ACS shall be available for the attachments of GCICC, ACS or other providers of Telecommunications Services or cable television systems. ACS may reserve for emergency and maintenance purposes one duct, conduit and inner duct in each conduit section of its facility routes. ACS shall make its maintenance ducts available to GCICC for emergency restoration. GCICC will pay the appropriate duct fees while it uses ACS's maintenance/emergency duct.

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

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

## 2.2 Space Availability Requests

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

**2.2.1.1** In the event ACS determines there are no ducts, space available on Poles, conduits or other ROW, GCICC may request that the Parties meet to explore alternative suitable solutions, which may include a site visit.

**2.2.2 Route Maps and Plant Records**
ACS shall make existing route maps of poles, ducts, conduits or other Right of Way available to GCICC at ACS's facilities within two (2) business days and if such maps need to be generated, within ten (10) business days of GCICC's request. Preparation of such maps requested by GCICC shall be accommodated by ACS on a reasonable basis and at GCICC's expense, plus a reasonable administrative fee. In making these maps and drawings available, ACS makes no express or implied warranty as to the accuracy of these maps and drawings,

except that they reflect the equivalent accuracy and timeliness of information used by ACS in its operations.

**2.2.3** ACS shall invoice GCICC an administrative fee equal to one hundred percent (100%) of the direct cost plus overhead of providing maps and drawings, in addition to the direct cost of copying any requested maps or drawings.

## 2.3 Attachment Requests

**2.3.1** ACS agrees to permit GCICC to place GCICC's facilities on or in ACS's Poles, ducts, conduits, and other ROW pursuant to Attachment requests from GCICC approved in accordance with this Section 2, on the terms and conditions set forth herein and in the "Attachment Request". All Pole Attachment requests submitted by GCICC must include pole calculations acceptable to ACS. The calculation acceptable to ACS will be industry standard.

**2.3.2** GCICC may submit a written Attachment Request at any time on a form to be designated by ACS, to ACS. An Attachment Request shall be deemed properly submitted if it identifies with specificity the ACS Poles, ducts, conduits, or other ROW for which GCICC seeks Attachment. ACS shall approve any properly submitted Attachment Request within ten (10) business days, if the space has previously been determined to be available under the procedures set forth in Section 2.2.1. If GCICC has not previously submitted a space availability request as outlined in Section 2.2.1, GCICC will be referred to Section 2.2.1. No Attachments shall be placed on any ACS Pole identified in an Attachment Request until the Attachment Request has been approved by ACS. GCICC may submit subsequent Attachment Requests as needed. GCICC shall have fourteen (14) calendar days after ACS's return of the approved Attachment Request to GCICC to execute the Attachment Request and return the same to ACS. If GCICC does not return the Attachment Request within the fourteen (14) calendar day interval specified above, then such request shall be null and void and such ROW shall become immediately available to other parties. The approved Attachment Request shall serve as the binding attachment contract between the Parties.

**2.3.3** ACS and GCICC may provide advance copies of projects that propose the construction of, or any activity that would change the available space on poles, conduits, and or direct buried facilities. The advance copies would depict the proposed routing and structure specifications. The purpose of this information is to provide both ACS and GCICC the opportunity to share in the design and joint use of a structure.

**2.3.4** Together with ACS's notice of approval of an Attachment Request submitted by GCICC, ACS shall also provide an estimate of the Make Ready Work costs associated with making the space available for GCICC's Attachment. ACS shall complete any Make Ready Work required to enable GCICC to install

its facilities at both a reasonable cost and within a reasonable period of time, both of which shall be agreed upon in writing by ACS and GCICC. If such agreement does not occur within ten (10) business days of ACS's provision of a quote for such work or GCICC determines the quote is too high, GCICC may request ACS hire outside contractors to complete the Make Ready Work at GCICC's expense. All Make Ready Work on GCICC's owned facilities shall be done by GCICC personnel and or its approved contractor. Where GCICC submits an Attachment Request and subsequently fails to return an executed Attachment Request within fourteen (14) calendar days of ACS's notice of approval, GCICC shall reimburse ACS for its reasonable cost to provide pre-ordering information and any site survey work and the Attachment Request shall become null and void. Upon acceptance of an approved Attachment Request by GCICC and its return to ACS, ACS shall bill GCICC for any Make Ready Work non-recurring charges. Upon completion of any required Make Ready Work by ACS or upon receipt of the approved Application Request by ACS, whichever is later, written notice shall be provided to GCICC granting access to the attachment and advising GCICC of the date that monthly billing for such attachment shall commence. GCICC shall have one hundred eighty (180) calendar days to begin attachment and/or installation of its facilities after receipt of such notice. Any such construction shall be completed by the end of three hundred sixty-five (365) calendar days after receipt of such notice, unless GCICC notifies ACS differently and ACS agrees to such delay. GCICC's notification to ACS shall be provided at least sixty (60) calendar days prior to the expiration of the three hundred sixty-five (365) calendar day period. If GCICC does not begin construction within this time frame, ACS will cease monthly billing to GCICC and the access to the ROW and the Attachment Request shall be deemed null and void.

**2.3.5** ACS shall make space available to GCICC as soon as any Make Ready Work to be provided by ACS, as described in Section 2.3.3, is completed. At that time, GCICC shall have the right, subject to the terms and conditions of this GIA, to place and maintain the facilities described in the Attachment Request in the space designated on or in ACS's Poles, ducts, conduits, and other ROW identified therein. GCICC may, at its option, use GCICC or GCICC-designated personnel, which GCICC shall identify to ACS prior to beginning construction, to attach its equipment to ACS structures, subject to ACS's written agreement with the proposed construction methods proposed by GCICC to perform such work. When GCICC places and or maintains facilities on ACS property under any provisions of this Section 2, they must either use ACS personnel or ACS approved contractors to perform such work. Except for Pole Attachments ACS may (at ACS's option) provide a qualified inspector to accompany GCICC or its contractors and GCICC shall pay for same based on an hourly rate. ACS may stop GCICC or its contractors' construction activities if the work is not performed in accordance with the industry standards, practices, and applicable NESC, and OSHA regulations as approved by ACS. Any such approval shall not be unreasonably withheld, delayed or denied. In the event ACS believes GCICC or GCICC-designated personnel are improperly or incorrectly performing

construction, performing construction in an unsafe manner, or are in violation of any applicable NESC or OSHA regulations, ACS may stop construction and shall immediately notify GCICC of the situation. GCICC and ACS will jointly determine the next course of action to eliminate any problems and move quickly to resume construction.

**2.3.6** GCICC agrees to pay ACS the Make Ready Work costs within sixty (60) business days of receiving ACS's invoice.

**2.3.7** ACS will provide GCICC with answers to an environmental, health and safety questionnaire for each ACS facility in or on which GCICC seeks an Attachment. GCICC may provide this questionnaire with its Attachment Request and ACS shall return it to GCICC with the approval of GCICC's Attachment Request.

## 2.4 Authority to Place Attachments

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

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

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

## 2.5 Capacity

**2.5.1** When there is insufficient space on a Pole or in an ACS conduit to accommodate a GCICC requested Attachment or occupancy, ACS shall at the

request of GCICC and within ninety (90) calendar days, provide a detailed cost estimate and schedule to reinforce the facility by replacing the pole or conduit with one of greater height or capacity or place additional poles or conduits in the ROW. After reviewing the cost estimate, GCICC will notify ACS to proceed with the reinforcement if GCICC wants the reinforcement made. Upon completion of the work, ACS will invoice GCICC for the work performed; and

a. replace the Pole or conduit with one of greater height or capacity; or

b. place additional Poles or conduits in the ROW. GCICC shall be obligated to reimburse ACS for its costs incurred to complete the work. If ACS cannot complete the work in a timely manner as reasonably determined by GCICC, then GCICC may cause ACS to contract the work out to better meet its time needs.

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

**2.5.3** ACS shall permit GCICC to break out of ACS conduit and to maintain facilities within conduit space used by GCICC and, where required by ACS, shall provide GCICC designated personnel with one escort and GCICC shall pay for such escort based on an hourly rate. Such escort service shall be available twenty-four (24) hours per day each day of the week.

**2.5.4** ACS shall permit manhole interconnections and breaking out of ACS manholes and shall provide GCICC with sufficient space in manholes for the racking and storage of cable as requested by GCICC. ACS reserves the right to deny nonstandard requests to break out of manholes where the location in which GCICC wants to break out is blocked by a cable rack.

**2.5.5** ACS shall take all reasonable measures to allow access and/or egress to all conduit systems. This shall include but not be limited to ACS's removal, upon GCICC's request, of any retired cable for conduit systems to allow for the efficient use of conduit space within a reasonable period of time. If the Parties are unable to agree on what is reasonable (in terms of measures or time intervals), the matter may be submitted in accordance with the Dispute Resolution Procedures of this GIA by either Party.

**2.5.6** Where a spare inner duct does not exist, ACS shall install an inner duct in a spare ACS conduit. GCICC shall pay all of ACS's costs for this work within thirty (30) days of receipt of the invoice. The Make Ready Work process of Section 2 shall govern the installation of such inner duct, that is, if ACS cannot complete the work in a timely manner as reasonably determined by GCICC, then

GCICC may cause ACS to contract the work out to better meet their time needs. GCICC shall reimburse ACS for its costs incurred to complete the work.

**2.5.7** Neither Party shall attach, or permit other entities to attach facilities on existing facilities of the other without the other Party's prior written consent. Such consent will not be unreasonably withheld if the requested use is to facilitate use of the ROW by ACS or any other Party on a temporary basis until such reasonable time as the ROW can be expanded.

**2.5.8** GCICC acknowledges that, from time to time, it may be necessary or desirable for ACS to change out Poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by ACS's business needs or by factors outside of ACS's control, such as the decision by a municipality to widen streets or authorized application of another entity seeking access to ACS's Poles or conduit systems. GCICC agrees that GCICC will, upon ACS's request and at ACS's expense, but at no cost to GCICC so long as no additional cost is incurred by ACS as a result of GCICC being attached, participate with ACS (and other licensees) in the relocation, reconstruction, or modification of ACS's conduit system or facilities rearrangement.

**2.6 Sharing of Right of Way**

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

**2.7 Emergency Situations**

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

**2.8 Attachment Fees**

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

**2.8.2** ACS shall maintain an inventory of the ACS facilities occupied by GCICC based upon the cumulative facilities specified in all Attachment Requests approved in accordance with this section. GCICC shall provide ACS with "as built" drawings after each Attachment is completed. GCICC shall have the right to remove any Attachment at any time, and it shall be GCICC's sole responsibility to notify ACS of any and all removals by GCICC of its Attachments from ACS's

facilities. Such notice shall be provided to ACS at least thirty (30) calendar days prior to the removal of the Attachment and shall take the form of a notice of removal. GCICC shall remain liable for an Attachment fee for each ACS facility included in all approved Attachment Requests until a notice of removal has been received by ACS or GCICC cancels an Attachment pursuant to Section 2.13. ACS may, at its option, conduct a physical inventory of the Attachments for purposes of determining the Attachment fees to be paid by GCICC under this Section 2.

## 2.9 Additions and Modifications to Existing Attachments

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

a. identification of the impacted Attachment

b. the date the activity is scheduled to begin

c. a description of the planned modification, addition or replacement

d. a representation that the modification, addition or replacement will not require any space other than the space previously designated for GCICC's Attachments, and

e. a representation that the modification, addition or replacement will not impair the structural integrity of the facilities involved. In the event of any modifications to GCICC facilities on a pole or in a conduit system by ACS, ACS will notify GCICC promptly once they determine the work is necessary, but in no case no less than five (5) business days in advance of the said work commencing.

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

## 2.10 Noncompliance

**2.10.1** If, at any time, ACS determines that GCICC's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Section, ACS may send a written notice to GCICC specifying

the alleged noncompliance. If GCICC does not dispute ACS's assertion in writing within thirty (30) calendar days of receipt thereof, GCICC will, within sixty (60) calendar days of receipt of the notice of noncompliance, provide ACS with a schedule for bringing GCICC's facilities into compliance (which schedule shall be subject to ACS's agreement, which agreement shall not be unreasonably withheld) and shall bring such facilities into compliance within the time periods specified in such schedule. If the schedule can not be agreed to within ten (10) business days, the issue will be resolved through the Dispute Resolution Procedure.

**2.10.2** If GCICC disputes ACS's assertion of noncompliance, GCICC shall notify ACS of the basis of GCICC's belief that GCICC's facilities are compliant. If the Parties are unable to agree on whether a noncompliance exists within thirty (30) calendar days of receipt of the noncompliance notice by GCICC, then the issue shall be resolved pursuant to the Dispute Resolution Procedures.

## 2.11 Surveys and Inspections of Attachments

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

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

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

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

## 2.13 Termination of Section 2 or An Individual Attachment by GCICC

**2.13.1** This Section 2 may be terminated by GCICC any time prior to the expiration of its term by providing written notice to ACS of its intent to terminate not less than ninety (90) calendar days prior to the date such termination is to become effective. Within one hundred twenty (120) calendar days after the date this Section 2 is terminated, GCICC shall cause all of its Attachments to be removed from all of ACS's Rights of Way. In the event GCICC fails to remove its Attachments as required by this Section 2, ACS shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere or dispose of them at the expense of and for the account of GCICC without ACS being deemed guilty of trespass or conversion, and without ACS becoming liable for any loss or damages to GCICC occasioned thereby.

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

## 2.14 Abandonment

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

## 2.15 Dispute Resolution Procedures

If either Party has declared the other in default of any provisions of this Attachment VI, or has otherwise notified the other Party that it is not in compliance with the terms of this Section 2, either Party may invoke the Dispute Resolution Procedures, described in Part A, Section 21 of this GIA. In the event either Party invokes the Dispute Resolution Procedures as provided in this GIA, ACS will continue to process Attachment Requests pursuant to this Section 2.

# PART C – ATTACHMENT VII

# LOCAL NUMBER PORTABILITY

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

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

# PART C – ATTACHMENT VIII

# GENERAL BUSINESS REQUIREMENTS

***Section 1 Procedures***

**1.1** ACS shall bill GCICC for each service supplied by ACS to GCICC pursuant to this GIA at the rates set forth in this GIA. GCICC shall bill ACS for each service supplied by GCICC to ACS pursuant to this GIA at the rates set forth in this GIA. The bill will be transmitted electronically unless otherwise approved by the billed party. The bill shall contain sufficient detail so that the data can be manipulated and sorted, and summarized by billing codes.

**1.2** ACS and GCICC shall provide a contact for billing questions or problems that may arise during the implementation and performance of the terms and conditions of this GIA.

**1.3** Subject to the terms of this GIA GCICC and ACS shall pay invoices within thirty (30) days from the date the invoice is issued. If the payment due date is a Saturday, Sunday or has been designated a bank holiday, payment shall be made the next business day.

**1.4** ACS shall issue any applicable recurring cost credits to GCICC on a monthly basis pursuant to the terms of Part C, Attachment X.

***Section 2 Revenue Protection***

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

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

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

## *Section 4 Procedures*

### 4.1 General

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

### 4.2 Retention of Records:

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

### 4.3 Recorded Usage Data

ACS shall provide Recorded Usage Data to GCICC on a schedule agreed to by the Parties. In an emergency, the Parties will work together to provide specific recorded usage within two (2) business days of the request.

**4.4** GCICC shall provide a contact responsible for receiving usage transmitted by ACS and receiving usage tapes from a courier service in the event of a facility outage.

### 4.5 Lost Data

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

### 4.6 Testing, Changes and Controls

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

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

## 4.8 Software Changes

**4.8.1** When ACS or GCICC plans to introduce any software changes which impact the format, content, schedule, or structure of exchanged usage data the other party shall be notified no less than thirty (30) calendar days before such changes are implemented. For major changes, the other party shall be notified no less than three (3) calendar months before such change is implemented. If GCICC believes that a particular change will have a material and adverse impact on its ability to exercise its rights under this agreement GCICC may invoke the Dispute Resolution process described in Part A, Section 23 of this GIA. ACS will not proceed with the change until the ADR has completed.

**4.8.2** ACS and GCICC shall communicate the projected changes to the data exchange contact so that potential impacts on processing can be determined.

**4.8.3** The Parties shall review the impact of the change on the entire control structure. The Parties shall negotiate any perceived problems and shall arrange to have the data tested utilizing the modified software if required.

## 4.9 GCICC Requested Changes

GCICC may submit a purchase order to negotiate and pay for initial direct and future maintenance costs, if any, associated with changes in the content and format of the usage data transmitted by ACS.

**4.10** When the negotiated changes are to be implemented, GCICC and/or ACS shall arrange for testing of the modified data.

## 4.11 Rejected Recorded Usage Data

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

# PART C – ATTACHMENT IX

## REPORTING STANDARDS NOT COVERED BY PART C, ATTACHMENT X

***Section 1 Pre-Ordering, Ordering, Provisioning***

| | DESCRIPTION | STANDARD | REMEDY |
|---|---|---|---|
| | **Pre-Ordering/ Ordering/ Provisioning** | | |
| 1 | Electronic OSS Availability (OSS01-OSS09) | **a.** Will be available as published by ACS OSS Interface Operational Hours Schedule. Available hours will be at least equal to the published availability of underlying operational support systems for internal ACS use. Within the published hours of availability, the interfaces will be accessible and operational a minimum of 99% per month, measured collectively, with the following exceptions:<br><br>**i.** Unscheduled downtime as a result of an outage of underlying systems, which also deny access to internal ACS users will be excluded from the availability calculation.<br><br>**ii.** Unscheduled outages due to defects or failures of hardware, data networks, systems software, vendor packaged software, custom-developed software or any other situation beyond the direct control of ACS.<br><br>**b.** ACS shall provide GCICC electronic OSS dispatch and execution with the same priority as internal operations. | The remedy proposed as follows:<br>**1.** One 30 day period, (measured by calendar month) within twelve 30 day periods (measured as a calendar year) of not meeting a standard or standards results in no penalty.<br>**2.** The next or second occasion of not meeting a standard, within a twelve month span, after the first occasion, results in the requirement for ACS to define to GCICC the change(s) in practice or process that will allow ACS to return to and maintain the standard as set in this contract.<br>**3.** In the Event of a third occasion, of not meeting the standard within the 12 month span the parties shall be required to report all instances where the same performance standard has been violated within the twelve-month period to the Commission. The report shall include details about the first two violations and their consequences. |

| | DESCRIPTION | STANDARD | REMEDY |
|---|---|---|---|
| 2 | Electronic Order Entry directly into ACS's ordering and provisioning systems | **a.** Will be available 6/30/01 ACS has committed to delivering an electronic ordering interface if GCICC is willing to fund development.<br><br>**b.** Will be available as published by ACS OSS Interface Operational Hours Schedule. Available hours will be at least equal to the published availability of underlying operational support systems for internal ACS use. Within the published hours of availability, the interfaces will be accessible and operational a minimum of 99% per month, measured collectively, with the following exceptions:<br><br>**i.** Unscheduled downtime as a result of an outage of underlying systems, which also deny access to internal ACS users will be excluded from the availability calculation.<br><br>**ii.** Unscheduled outages due to defects or failures of hardware, data networks, systems software, vendor packaged software, custom-developed software or any other situation beyond the direct control of ACS. | See remedy under #1. |
| 3 | Installation Requirements Field/non-field Orders | **a.** 98% of all field orders will result in a completion call to GCICC from the field work completion. | See remedy under #1. |
| 4 | Order Completion Information | **a.** 98% of all field orders will be closed to GCICC within 4 hours of field work.<br><br>**b.** 99% of conversion orders, (jumper swing, no field work) will be closed to GCICC within one hour of the conversion orders' assigned time of day | See remedy under #1. |

| | DESCRIPTION | STANDARD | REMEDY |
|---|---|---|---|
| | | **c.** 99% of Evening conversions will be completed at the assigned time of day and a completion call will be placed to GCICC within 5 minutes of the completion activity.<br><br>**d.** 95% all cut through orders will be completed to GCICC within one hour of actual cut through activity. | |

***Section 2 Interconnection Trunking, Private Lines, DSL Qualified Loops***

| | DESCRIPTION | STANDARD | REMEDY |
|---|---|---|---|
| | **Interconnection Trunking, Private Lines, DSL Qualified Loops** | | |
| **5** | DSL Loop Studies (EML's)<br><br>[Does not apply to ACS-N] | **a.** 95% of DSL qualified Loop studies shall be completed within 5 days of request submittal.<br><br>**b.** The remainder within 15 days | See remedy under #1. |
| **6** | DSL Installation Requirements<br><br>[Does not apply to ACS-N] | **a.** 98% of all field orders will be closed to GCICC within four (4) hours of field work.<br><br>**b.** 95% all cut through orders will be completed to GCICC within one hour of actual cut through activity. | See remedy under #1. |

***Section 3 Maintenance and Repair***

| | DESCRIPTION | STANDARD | REMEDY |
|---|---|---|---|
| | **Maintenance and Repair** | **Measure** | |
| **7** | Reporting trouble within 5 days of the date installed | **a.** .5% or less of GCICC conversion, move or new install orders will result in a subscriber trouble call within 5 days of order completion (standard excludes CPE, GCICC or GCICC customer error caused troubles). | See remedy under #1. |
| **8** | Reporting trouble within 30 days of the date installed | **a.** No more than 2% if total GCICC customer related trouble tickets will be due to recurring troubles (standard excludes CPE, GCICC or GCICC customer error caused troubles). | See remedy under #1. |
| **9** | Percent of troubles reported vs. lines in service. [Does not apply to ACS-N] | **a.** Percent of GCICC customer troubles is no more than 6% of GCICC lines in service (standard excludes CPE, GCICC or GCICC customer error caused troubles). | See remedy under #1. |
| **10** | Average clearing time - out of service – Residential | **a.** 95% cleared within 24 clock hours, except for those out of service calls received after 2:00pm on Friday.<br><br>**b.** Remaining 5% of residential out of service troubles within 96 clock hours of the trouble report. | See remedy under #1. |
| **11** | Average clearing time - out of service – Business | **a.** 95% are cleared within 16 clock hours of report.<br><br>**b.** The remaining are cleared within 32 hours of report. | See remedy under #1. |
| **12** | Average clearing time-out of service-DSL-Qualified Loops or special circuits [Does not apply to ACS-N] | **a.** 90% will be cleared within 4 hours of the trouble report<br><br>**b.** Remainder within 16 clock hours. | See remedy under #1. |

| | DESCRIPTION | STANDARD | REMEDY |
|---|---|---|---|
| **13** | Average clearing times-non out of service troubles | **a.** 95% cleared within 24 clock hours, except for those out of service calls received after 3:00pm on Friday.<br><br>**b.** Remaining 5% of non-out of service troubles within 96 clock hours of the trouble report | See remedy under #1. |
| **14** | Trouble resolution | 99% of all troubles will be cleared within 96 hours, and the remaining 1% will be cleared within 168 hours | See remedy under #1. |
| **15** | Status Updates | 99% of GCICC open trouble tickets will be updated every 4 hours, 8:00am – Midnight | See remedy under #1. |
| **16** | Buried Drops | Drops laid on ground before October 1 will be buried in that calendar year, weather permitting. | See remedy under #1. |

***Section 4 Billing***

| | DESCRIPTION | STANDARD | REMEDY |
|---|---|---|---|
| | **Billing** | **Measure** | |
| **17** | Notice of format change | A minimum of 60 days notice will be provided to GCICC prior to any bill format changes being implemented. | See remedy under # 1. |
| **18** | Electronic Billing | Invoice data will be transmitted electronically, be capable of sorting and manipulation electronically, and contain the following data:<br>**i.** Account number<br>**ii.** Telephone numbers<br>**iii.** Offer codes by<br>**(a)** telephone and/or<br>**(b)** circuit number<br>**iv.** Service address, by | See remedy under # 1. |

| | DESCRIPTION | STANDARD | REMEDY |
|---|---|---|---|
| | | **(a)** telephone and/or<br>**(b)** circuit number | |
| **19** | Billing timeliness | Corrections in billing will be invoiced on the subsequent bill. | See remedy under # 1. |

# PART C – ATTACHMENT X

## PROCESSING AND PROVISIONING INTERVAL METRICS

### *Section 1 Definitions*

Terms not otherwise defined in this Attachment X shall have the meaning ascribed to them in the Settlement Agreement dated March 5, 2004 hereinafter referred to as the "March 2004 Settlement Agreement." Terms not otherwise defined in this Attachment X or the March 2004 Settlement Agreement shall have the meaning ascribed to them in this GIA during the term of the March 2004 Settlement Agreement.

"BASELINE" The volume of Simple Orders necessary to the calculation of the metrics for processing and provisioning Simple Orders. The initial Baseline as of the Effective Date is 400 Simple Orders per day.

"BASELINE ADJUSTMENT" The calculation used to determine an adjustment to the Baseline. The calculation components to adjust Baseline are as follows: sum of the last 6 months of Simple Orders divided by the number of total business days in that same six (6) month period (simple average number of orders daily) and multiply by 133%. The calculation and corresponding adjustments to the Baseline will occur every three (3) months for the ensuing three (3)month period. The first adjustment will be made June 1, 2004.

"DAYS" Refers to business days and excludes weekends and ACS holidays (non-business days). Processing and provisioning days are counted pursuant to Section 2.

"DUE DATE" The date identified in an ACS firm order confirmation ("FOC") as the date scheduled for work completion. For the purpose of applying the Missed Due Date Recurring Cost Credit, an order will be deemed completed on the Due Date only if completed by 3:00 PM.

"COMPLEX ORDER" An order requesting installation, move, change, or disconnect of a Special Circuit; TSR Centrex; TSR Direct Inward Dial ("DID"); TSR Digital Subscriber Services (DSS); and TSR Primary Rate Interface ("PRI") services pursuant to local interconnection.

"METRIC" The benchmarks established by the Parties and set forth in Sections 3.1. and 3.2., pursuant to which ACS's performance of Processing Intervals and Provisioning Intervals for Orders will be measured.

"NON-ELECTRONIC ORDERS" Orders that are entered into the ACS OSS systems by ACS personnel.

"PROCESSING INTERVAL" The number of days, as measured pursuant to Section 2, from the day a GCICC Order is received by ACS to the day ACS returns the FOC, or rejection, for such Order.

"PROVISIONING INTERVAL" The number of days, as measured pursuant to Section 2, from the day ACS returns the FOC for a GCICC Order to the Work Completion Date for such Order.

"SIMPLE ORDER" An order for services or facilities involving GCICC residential or business customers, except as defined in Complex Orders or Special Complex Orders.

"SIMPLE ORDER PROVISIONING CATEGORIES" (1) Orders Requiring a Field Visit ("Field"), (2) Orders Requiring Central Office Work ("C/O"), (3) Orders Completed by the Business or Customer Service Representative ("BSR/CSR"), and (4) Billing Records only Orders ("Billing Change").

"SPECIAL COMPLEX ORDER" An order requesting installation, move, change, or disconnect of digital subscriber line ('DSL"), ordered as an unbundled network element.

"TSR" – Total Service Resale a/k/a wholesale rates charged by ACS pursuant to local interconnection agreements.

"WORK COMPLETION DATE" The date ACS completes Billing Change, BSR/CSR, C/O, or Field provisioning, as applicable, for Simple, Complex, or Special Complex Order fulfillment.

***Section 2 Counting Days***

**2.1 Counting Processing Days**

Table (1) demonstrates the method of counting processing days for purposes of this Performance Agreement. Though the Processing Interval Metrics are different for Simple, Complex, and Special Complex Orders, the method of counting processing days is the same. GCICC will receive notice of ACS's receipt of Orders via automatic electronic confirmation, or other mutually agreeable means as needed. In the event that GCICC does not receive confirmation, GCICC will notify ACS. In addition, when GCICC submits more than one order in a given transmittal, GCICC will provide ACS the total number of orders included with that transmittal.

**2.1.1** For Orders received by ACS on or before 11:59 pm on any business day, day zero (0) is that business day.

**2.1.2** For Orders received by ACS on or before 11:59 pm on any non-business day, day zero (0) is the next business day.

**TABLE 1**
*Scenarios of Orders received on a business and non-business day*

| Order Received on or before 11:59 pm | FOC or Rejection Returned at Any Time on such Day | Processing Day Count |
|---|---|---|
| Monday | FOC returned Monday | 0 days |
| | FOC returned Tuesday | 1 day |
| | FOC returned Wednesday | 2 days |
| | | |
| Thursday | FOC returned Thursday | 0 days |
| | FOC returned Friday | 1 day |
| | FOC returned Monday | 2 days |
| | | |
| Saturday | FOC returned Monday | 0 days |
| | FOC returned Tuesday | 1 day |
| | FOC returned Wednesday | 2 days |

### 2.2 Counting Provisioning Days

For purposes of this Performance Agreement, the day ACS returns the FOC for a given Order is day zero (0) for purposes of counting provisioning days. Otherwise, days are counted in the same fashion for provisioning as they are for processing (i.e., non-business days are not counted).

### 2.3 Exceptions

Notwithstanding anything to the contrary set forth in this Performance Agreement, a day will not be counted if an ACS electronic system necessary for processing or provisioning Orders is unavailable for use for processing or provisioning both GCICC and ACS Orders for four (4) or more hours on such day.

## *Section 3 Processing and Provisioning Metrics*

### 3.1 Processing Interval Metrics for Non-Electronic Orders[1]

**3.1.1.** Simple Orders – The Processing Interval Metric for Simple Orders received on a given day that fall on or below the Baseline then in effect is two (2) days.

**3.1.1.1** The Processing Interval Metric for those Simple Orders received on a given day that exceeds the Baseline then in effect, up to and including 150% of the Baseline, is three (3) days.[2]

[1] The processing interval for any Order that is processed via Electronic Operations Support Systems shall be the same as or better than those provided herein.

[2] Excludes conversion/transfer orders pursuant to 3 AAC 53.290(g).

**3.1.1.2** The Processing Interval Metric for those Simple Orders received on a given day that exceed 150% of Baseline then in effect, is five (5) days.[3]

**3.1.2** Complex Orders – The Processing Interval Metric for all Complex Orders is no more than six (6) days.

**3.1.3** Special Complex Orders – The Processing Interval Metric for all Special Complex Orders is no more than six (6) days.

## 3.2 Provisioning Interval Metrics

**3.2.1** Simple Orders – The Provisioning Interval Metrics for Simple Orders received on a given day are defined in Table 2. The Provisioning Interval Metrics for Simple Orders are established based upon the Simple Provisioning Category applicable to such Order. A Simple Order that involves multiple Simple Provisioning Categories will be categorized in the Simple Provisioning Category with the longest Provisioning Interval Metric. Provisioning Interval Metrics are not cumulative.

[3] Excludes conversion/transfer orders pursuant to 3 AAC 53.290(g).

**Table 2: Simple Orders**

| ACS Provisioning Category | Provisioning Order Type | Provisioning Metric for Orders within and including Baseline[4] | Provisioning Metric only for those Orders Exceeding Baseline |
|---|---|---|---|
| Billing Change | Any Account Records Change | Parity or 1 day, whichever is less | N/A |
| BSR/CSR | Wholesale/UNE-P Installation or Move not requiring a field visit with line equipment in place | Parity or 2 days, whichever is less | N/A |
| BSR/CSR | Conversion Wholesale / UNE-P | Parity or 2 days, whichever is less | N/A |
| BSR/CSR | Provisioning Change Wholesale to/from UNE-P | Parity or 2 days, whichever is less | N/A |
| BSR/CSR | Disconnect Wholesale or UNE-P | Parity or 2 days, whichever is less | N/A |
| BSR/CSR | Restoral/Reconnect from Non-Pay | Parity or 2 days, whichever is less | N/A |
| BSR/CSR | Feature Change Wholesale or UNE-P | Parity or 2 days, whichever is less | N/A |
| C/O | Loop Installation or Move not requiring a field visit [Does not apply to ACS-N] | Parity or 4 days, whichever is less | No more than 10 days |
| C/O | Wholesale/UNE-P Installation or Move not requiring a field visit without line equipment in place [UNE-P does not apply to ACS-N] | Parity or 4 days, whichever is less | No more than 10 days |
| C/O | Conversion Loop [Does not apply to ACS-N] | Parity or 4 days, whichever is less | No more than 10 days |
| C/O | Provisioning Change to/from LP [Does not apply to ACS-N] | Parity or 4 days, whichever is less | No more than 10 days |
| C/O | Port Only (simple) | Parity or 4 days, whichever is less | No more than 10 days |
| C/O | Disconnect Loop [Does not apply to ACS-N] | Parity or 4 days, whichever is less | No more than 10 days |
| Field | Installation or Move requiring a field visit - any provisioning type (All Business Installations and Move orders require a field visit) | Parity or 11 days, whichever is less | No more than 20 days |

*N/A = Not Applicable*

**3.2.2** Complex Orders – The Provisioning Interval Metric for Complex Orders received on any given day is 90% of the Complex Orders within 30 calendar days, 98% of the Complex Orders within 45 calendar days, and no more than 2% of the Complex Orders on a case-by-case basis, evaluated monthly.

**3.2.3** Special Complex Orders – The Provisioning Interval Metric for Special Complex Orders is no more than fifteen (15) days.

[4] For the purpose of assessing compliance with the Provisioning Interval Metrics set forth in this Table 2, "parity" for any ACS Simple Order Provisioning Category in a given month will be measured according to the ACS Parity Report for that same month, as forth in Section 4.A. of this Exhibit A.

### 3.3 Exceptions to Application of Provisioning Metrics and Missed Due Date Recurring Cost Credit

Notwithstanding anything to the contrary contained in this Performance Agreement, the Provisioning Interval Metric shall not apply to any Simple, Complex, or Special Complex Order or as otherwise specifically excluded for ACS-N, meeting at least one of the following criteria (i) the customer address is not included in ACS's records; (ii) ACS access to the GCICC customer premises is required to complete the Order and such access is denied or limited; (iii) involves faulty GCICC plant; (iv) no facilities are available and the Order is designated as a held order, provided that, "held orders" shall not include any Order for which a Due Date has been assigned; or (vi) GCICC has requested, and ACS has granted, a specific Due Date to occur outside the Provisioning Interval Metric. The applicable Provisioning Interval Metric will apply to Orders for which GCICC requests, and ACS grants, a specific Due Date to occur within the applicable Provisioning Interval Metric. Nothing in this Section 3.3. is intended to affect the application of the Missed Due Date Recurring Cost Credit as set forth in Section 5.2 to any Order, provided, however, that notwithstanding the foregoing, the Missed Due Date Recurring Cost Credit set forth in Section 5.2. shall not be applied to any Simple, Complex or Special Complex Order that meets any of the criteria set forth in (i), (ii) or (iii) above.

## *Section 4 Metric Compliance Reports*

ACS will provide the following reports to GCICC demonstrating its metric performance results for processing and provisioning of GCICC Simple, Complex, and Special Complex Orders. ACS will not dispute the veracity of the monthly performance reports it has provided GCICC, provided that ACS has the right to update and/or correct any monthly report provided to GCICC in the ordinary course of business; provided, however, that ACS must provide any updated and/or corrected report within thirty (30) business days of the date the report was originally sent to GCICC ("30-day correction period"), or at any time thereafter with mutual consent of the parties, which consent will not be unreasonably withheld. GCICC may expressly rely on the accuracy of such reports should it be necessary to utilize such performance results as a factual basis in any proceedings relating to either party's performance under this Performance Agreement.

### 4.1 Parity Reports

ACS will provide to GCICC a monthly Parity Report. This report will compare the number of GCICC Simple Orders provisioned and the average days within which those Orders were provisioned with the number of ACS Simple Orders provisioned and the average number of days within which those Orders were provisioned, in each of the Simple Provisioning Categories, by market (e.g., Anchorage, Fairbanks and Juneau) (to determine the average intervals). The monthly Parity Report for a given month is due by the last day of the following month.

## 4.2 Processing Reports

**4.2.1** Simple Orders:

**4.2.1.1** Daily Operational Report. ACS will provide GCICC with daily Simple Order processing reports containing the following information: (1) Total number of lines ordered by GCICC broken down by markets; (2) Order types; (3) ACS receive date; (4) the total number of batches received by ACS; and (5) the status for lines pending FOC from previous days. ACS will provide a revised report when discrepancies are identified.

**4.2.1.2** Monthly Performance Report. ACS will also provide GCICC a monthly performance report that will list for each day of the month, the number of Simple Orders received on that day and how many of the Simple Orders fell within and outside the Processing Interval Metrics. The monthly Simple Order performance report for a given month is due by the last day of the following month.

**4.2.2** Complex and Special Complex Orders:

**4.2.2.1** Daily Operational Report. ACS will provide GCICC with daily processing reports for Complex and Special Complex Orders containing the following information: (1) Total Complex and Special Complex Orders received by ACS broken down by market; (2) Order type; (3) ACS receive date; and (4) status for Complex and Special Complex Orders pending FOC from previous days. ACS will provide a revised report when discrepancies are identified.

**4.2.2.2** Monthly Performance Report. ACS will also provide GCICC a monthly performance report that will list for each day of the month, the number of Complex and Special Complex Orders, respectively, received on that day and how many of the Complex and Special Complex Orders, respectively, fell within and outside the Processing Interval Metrics. The monthly Complex and Special Complex performance report for a given month is due by the last day of the following month.

## 4.3 Provisioning Reports

**4.3.1 Simple Orders:**

**4.3.1.1** Daily Operational Report. ACS will provide GCICC with daily Simple Order provisioning reports. The reports will be provided daily or weekly based upon GCICC's preference and will contain the following information broken down by ACS Simple Order Provisioning Category: (1) telephone number/service instance; (2) all Simple Orders completed

within a given timeframe; (3) receive date; (4) create date; (5) Due Date; (6) Work Completion Date; and (7) the duration between the create date and the Work Completion Date.

**4.3.1.2** Monthly Provisioning Report. ACS will also provide GCICC a monthly provisioning report that will list for each day of the month the number of Simple Orders received on that day and how many of those Orders fell within and outside the Provisioning Interval Metrics. The monthly Simple Order provisioning report for a given month is due by the last day of the following month.

**4.3.2 Complex and Special Complex Orders:**

ACS will provide GCICC a monthly provisioning report that will list separately for the reporting month and the preceding month, the number of Complex and Special Complex Orders, respectively, received for the month and how many of the Complex and Special Complex Orders, respectively, fell within and outside the applicable Provisioning Interval Metrics. The monthly Complex and Special Complex provisioning report for a given month is due by the last day of the following month.

***Section 5 Recurring Cost Credit***

**5.1 Processing and Provisioning Recurring Cost Credit**

If a Processing Interval Metric for any Simple, Complex, or Special Complex Order is missed, ACS will allow and GCICC will accept, on a per Order basis, one month's service at no recurring charge for the missed ordered service. If a Provisioning Interval Metric for any Simple, Complex, or Special Complex Order is missed, ACS will allow and GCICC will accept, on a per Order basis, one month's service at no recurring charge for the missed ordered service (or two months if the Processing Interval Metric is also missed for the Order).

**5.2 Missed Due Date Recurring Cost Credit**

**5.2.1** In addition to the credits set forth in Section 5.1, if ACS misses a Due Date for any Simple, Complex, or Special Complex Order (meaning that the Work Completion Date and the Due Date are not the same day), ACS will allow and GCICC will accept, on a per Order basis, one month's service at no recurring charge for the missed ordered service each time a due date is missed even when the due date is a rescheduled due date. Except, ACS will provide a credit of one month's existing service if service is disconnected before the due date or a number is ported before or after the due date. Simple, Complex and Special Complex Orders that are the subject of a missed Due Date will be given priority processing to reschedule the Order. Notwithstanding the foregoing, the Missed Due Date Recurring Cost Credit shall not apply to a given Order if: (1) ACS provides notice to GCICC no later than noon of the day preceding the Due Date

that such Due Date will be missed; and (2) ACS establishes and meets the new Due Date within the applicable Provisioning Interval Metric for that Order.

**5.2.2** GCICC may email the ACS resale lead box (resaleleads@acsalaska.com) after 3:30 PM on the due date for any order scheduled for that day, to determine the status on any order for which GCICC has not received a completion. ACS will research status of those orders and respond to questioned orders by 8:00 PM on the same day. For orders that ACS does not respond to by 8:00 PM on the due date as having been completed by 3:00 PM on the due date, GCICC will receive a Missed Due Date Credit, which credit shall apply regardless of the order completion status.

**5.3 Issuance of Recurring Cost Credits**

ACS will issue GCICC Processing and Provisioning Recurring Cost Credits and Missed Due Date Recurring Cost Credits once each month as a credit on the monthly Interconnection statement. Credits accrued for a given month will be applied to the second bill issued subsequent to the month in which the metric compliance report, in which the non-compliant event was reported, was issued. In the event that a credit adjustment is required pursuant to a report update and/or correction implemented outside of the 30-day correction period in accordance with the terms of Section 4, such adjustment will be applied to the next monthly Interconnection statement issued after the updated and or corrected report is issued to GCICC. ACS will, on a per line basis, summarize the issued recurring cost credits on an attachment to the monthly Interconnection statement.

***Section 6 Notification of Completion***

Upon completion of each GCICC field order, ACS will provide notification for GCICC with the completion information about the telephone number and when (date and time) the order was completed. With respect to Central Office orders, ACS will give GCICC notice within two (2) hours of order completion. Whether or not notification is received by GCICC does not alleviate GCICC's responsibility to open trouble tickets for failed installs.

***Section 7 Dispute Resolution***

**7.1 Remedies for Breach of Attachment X**

The parties agree that breach of the provisions of this Attachment X by one party will leave the other party with no adequate remedy at law. Notwithstanding any provision of the March 2004 Settlement Agreement or any applicable interconnection agreement between the parties, pursuit of one or more remedies to which an injured party may be entitled at law or equity for breach or threatened breach by the other party of any provision of this Attachment X shall not bar pursuit of any other remedy for the purpose of enforcing the provisions of Attachment X.

**7.2 Negotiation and Escalation of Disputes**

Notwithstanding the rights and remedies set forth in Section 7.1 above, the Parties agree to attempt to resolve any dispute between the Parties arising out of, relating to, or in connection with this Attachment X, or the breach, termination or validity thereof (collective, a "Dispute"), prior to pursuing any available remedy at law or equity, in accordance with the following dispute resolution procedures.

**7.2.1** The party raising a Dispute shall deliver a written notice of Dispute to the other party's operational manager responsible for performance of this GIA, setting out with specificity the matter(s) in Dispute. Within five (5) business days after receipt of a notice of dispute, the receiving party shall respond in writing. The operations managers for each party responsible for performance of this GIA shall attempt in good faith to resolve the Dispute for a period of fifteen (15) calendar days from the date of the notice of dispute. If the Dispute is not resolved, as reflected by a written agreement between the parties, within such fifteen (15) day period, the Dispute shall be escalated upon written notice of escalation to an executive representative of each party.

**7.2.2** Upon receipt of a notice of escalation by either party, an executive representative of each party (vice president or other executive with a similar or higher level of authority) shall attempt in good faith to resolve the Dispute for a period of thirty (30) calendar days. If the Dispute is not resolved, as reflected by a written agreement between the parties, within such thirty (30) day period, either party may pursue any available remedy as set forth in Section 7.1 with respect to such Dispute.

**7.3 Application Only to Attachment X**

Notwithstanding anything to the contrary set forth in this Section 7, this Attachment X or the March 2004 Settlement Agreement, the parties acknowledge and agree that nothing in this Section 7, this Attachment X or the March 2004 Settlement Agreement shall be deemed to terminate, amend or otherwise modify any dispute resolution procedure contained in any interconnection agreement now or in the future for matters unrelated to Order processing and provisioning interval metrics, recurring cost credits and the related reporting requirements set forth in this Attachment X. Further, this Section 7 shall not apply to any breach or dispute relating to the matters set forth in the March 2004 Settlement Agreement, which disputes shall be resolved in accordance with the terms of the March 2004 Settlement Agreement. Likewise, the parties agree that, subject to Section 7.2, nothing in this Attachment X, the March 2004 Settlement Agreement, or any interconnection agreement shall be deemed to waive, limit, or affect any remedy available at law or equity to enforce the provisions of this Attachment X.