AT&T Wholesale Agreement

Contract Number: 9162

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

by and between

PACIFIC BELL

and

MCIMETRO ACCESS TRANSMISSION SERVICES LLC

TABLE OF CONTENTS

1. PARTS OF THE AGREEMENT 7

2. INTERPRETATION AND CONSTRUCTION 8

3. DEPOSITS 8

4. INTERCONNECTION 11

5. MAINTENANCE OF SERVICE 11

6. TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC 12

7. TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC 12

8. SIGNALING 12

9. NUMBERING 13

10. RESALE 15

11. UNBUNDLED NETWORK ELEMENTS 15

12. NOTICE OF CHANGES 16

13. COLLOCATION 16

14. NUMBER PORTABILITY 16

15. DIALING PARITY 16

16. ACCESS TO RIGHTS-OF-WAY 17

17. DATABASE ACCESS 17

18. INTERCEPT REFERRAL ANNOUNCEMENTS 17

19. COORDINATED REPAIR CALLS 17

20. OTHER SERVICES 18

*represents a Non-Voluntary Arrangement.

20.1 White Pages 18

20.2 911 and E911 Services 18

20.3 Directory Assistance ("DA") 18

20.4 Operator Services 18

20.5 Hosting 18

20.6 Signaling System 7 Interconnection 18

21. GENERAL RESPONSIBILITIES OF THE PARTIES 18

22. TERM, AND TERMINATION 20

23. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES 21

24. CHANGES IN CUSTOMER LOCAL EXCHANGE SERVICE PROVIDER SELECTION 21

25. SEVERABILITY 22

26. INTELLECTUAL PROPERTY 22

27. INDEMNIFICATION 23

28. LIABILITY 24

29. MISCELLANEOUS 25

29.1 Authorization 25

29.2 Compliance and Certification 25

29.3 Law Enforcement 26

29.4 Independent Contractor 26

29.5 Force Majeure 27

29.6 Confidentiality 27

*represents a Non-Voluntary Arrangement.

29.7 Governing Law 31

29.8 Taxes 31

29.9 Assignment 31

29.10 Non-Waiver 32

29.11 Audits and Examinations 32

29.12 Intentionally Omitted 33

29.13 Dispute Resolution 33

29.14 Notices 38

29.15 Publicity and Use of Trademarks or Service Marks 39

29.16 Section 252(i) Obligations 39

29.17 Joint Work Product 40

29.18 Intervening Law 40

29.19 No Third Party Beneficiaries; Disclaimer of Agency 40

29.20 No License 41

29.21 Survival 41

29.22 Scope of Agreement 41

29.23 Entire Agreement 41

29.24 Amendments and Modifications 41

29.25 Headings Not Controlling 41

29.26 Counterparts 41

30. INCORPORATION BY REFERENCE 42

31. GOVERNMENT COMPLIANCE 42

*represents a Non-Voluntary Arrangement.

32. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 43

33. NONEXCLUSIVE REMEDIES 43

34. BILLING AND PAYMENT OF CHARGES 43

35. NONPAYMENT AND PROCEDURES FOR DISCONNECTION 48

36. NON-VOLUNTARY PROVISIONS 51

37. DELEGATION TO AFFILIATE OR OTHER THIRD PARTY 52

38. BONA FIDE REQUESTS 52

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is by and between Pacific Bell, a California Corporation ("PACIFIC"), and MCImetro Access Transmission Services LLC, f/k/a MCImetro Access Transmission Services, Inc., a Delaware corporation, ("MCIm"). The Agreement will be effective upon approval by the California Public Utilities Commission (the "Commission") which date shall be deemed to be September 25, 2001, the date this Agreement is filed with the Commission ("Effective Date").

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business Customers predominantly over their respective telephone exchange service facilities in California; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Telecommunications Act of 1996 ("the Act") and additional services as set forth herein; and

NOW, THEREFORE, MCIm and PACIFIC hereby agree as follows:

1. PARTS OF THE AGREEMENT

This Agreement consists of this set of General Terms and Conditions and the following appendices:

Appendix Definitions
Appendix Alternately Billed Calls (ABT)
Appendix Collocation
Appendix DA
Appendix Directory Assistance Listings
Appendix ITR
Appendix LIDB and CNAM Service
Appendix Line Sharing
Appendix LNP (Local Number Portability)
Appendix Merger Conditions
Appendix NIM (Network Interconnection Methods)
Appendix Operator Services
Appendix OSS-Resale and UNE
Appendix Performance Measures
Appendix Pricing
Appendix Reciprocal Compensation

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Appendix Resale
Appendix ROW (Rights of Way, Conduits and Pole Attachments)
Appendix UNE
Appendix WP (White Pages Directory Appendix)
Appendix xDSL
Appendix 911

2. INTERPRETATION AND CONSTRUCTION

In the event of any amendment of the Act or any legislative, regulatory, judicial order, rule or regulations, or other legal action that revises or reverses the Act, the FCC's Orders in FCC Docket Nos. 96-98 and 95-185 or any applicable order or arbitration award purporting to apply the provisions of the Act, the Parties reserve all of their rights and remedies, including those to amend, alter, or revise this Agreement.

Wherever a tariffed rate is cited or quoted, it is understood that said citation incorporates any changes to said tariffs.

This Agreement shall be construed to comply with Section 251(b)(1) as well as all other provisions of the Act. Furthermore, nothing in this Agreement shall be construed to prohibit or unreasonably limit MCIm's ability to sell its own services for resale by other carriers, consistent with the resale obligations of all carriers under Section 251(b)(1) of the Act.

3. DEPOSITS

3.1 The deposit requirements set forth in this Section 3 apply to the Resale Services and Network Elements furnished under this Agreement.

3.2 If MCIm has not established a minimum of twelve (12) consecutive months good credit history with PACIFIC, MCIm shall remit an initial cash deposit to PACIFIC prior to PACIFIC's furnishing of Resale Services or Network Elements. The deposit required by the previous sentence shall be determined as follows:

3.2.1 If immediately prior to the Effective Date, MCIm was not operating as a Local Service Provider in California, the initial deposit for that state shall be in the amount of $17,000; or

3.2.2 If immediately prior to the Effective Date, MCIm was operating as a Local Service Provider in California, the deposit shall be in the amount calculated using the method set forth in Section 3.7 of this Agreement.

3.2.3 Intentionally Omitted.

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3.2.4 If MCIm has established a minimum of twelve (12) consecutive months good credit history with PACIFIC, PACIFIC shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 3.1 through Section 3.10 of this Agreement shall continue to apply for the term.

3.3 Any cash deposit shall be held by PACIFIC as a guarantee of payment of charges billed to MCIm, provided, however, PACIFIC may exercise its right to credit any cash deposit to MCIm's account upon the occurrence of any one of the following events:

3.3.1 when PACIFIC sends MCIm the second delinquency notification during the most recent twelve (12) months; or

3.3.2 when PACIFIC suspends MCIm's ability to process orders in accordance with Section 35.6.1.1; or

3.3.3 when MCIm files for protection under the bankruptcy laws; or

3.3.4 when an involuntary petition in bankruptcy is filed against MCIm and is not dismissed within sixty (60) days; or

3.3.5 when this Agreement expires or terminates; or

3.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, PACIFIC shall credit any cash deposit to MCIm's account so long as MCIm has not been sent more than one delinquency notification letter during the most recent twelve (12) months.

3.3.7 For the purposes of this Section 3.3, interest will be calculated as specified in Section 34.1 and shall be credited to MCIm's account at the time that the cash deposit is credited to MCIm's account.

3.4 So long as MCIm maintains timely compliance with its payment obligations, PACIFIC will not increase the deposit amount required. If MCIm fails to maintain timely compliance with its payment obligations, PACIFIC reserves the right to require additional deposit(s) in accordance with Section 3.1 and Section 3.5 through Section 3.10.

3.5 If during the first six (6) months of operations, MCIm has been sent one delinquency notification letter by PACIFIC, the deposit amount shall be re-evaluated based upon MCIm's actual billing totals and shall be increased if MCIm's actual billing average for a two (2) month period exceeds the deposit amount held.

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3.6 Throughout the term, any time MCIm has been sent two (2) delinquency notification letters by PACIFIC, the deposit amount shall be re-evaluated based upon MCIm's actual billing totals and shall be increased if MCIm's actual billing average for a two (2) month period exceeds the deposit amount held.

3.7 Whenever a deposit is re-evaluated as specified in Section 3.5 or Section 3.6, such deposit shall be calculated in an amount equal to the average billing to MCIm for a two (2) to four (4) month period. The most recent three (3) months billing on all of MCIm's ESBAs and BANs for Resale Services or Network Elements shall be used to calculate MCIm's monthly average.

3.7.1 after calculating the amount equal to the average billing to MCIm for a two (2) month period, add the amount of any charges that would be applicable to transfer all of MCIm's then-existing End-Users of Resale Services to PACIFIC in the event of MCIm's disconnection for non-payment of charges. The resulting sum is the amount of the deposit.

3.8 Whenever a deposit is re-evaluated as specified in Section 3.5 and Section 3.6, MCIm shall remit the additional deposit amount to PACIFIC within thirty (30) calendar days of receipt of written notification from PACIFIC requiring such deposit. If MCIm fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, PACIFIC shall begin the process set forth in Section 35 of this Agreement. If MCIm continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 35.3 of this Agreement, then PACIFIC shall begin the procedure(s) set forth in Sections 34.5 and 34.6 of this Agreement.

3.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to PACIFIC. No interest shall be paid by PACIFIC for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. PACIFIC may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 3.3.1 through 3.3.4.

3.10 The fact that PACIFIC holds either a cash deposit or irrevocable bank letter of credit does not relieve MCIm from timely compliance with its payment obligations under this Agreement.

*3.11 Anything to the contrary in this Agreement notwithstanding, the deposit requirements set forth in this Section 3 shall be reciprocal and to the extent that PACIFIC makes payments to MCIm pursuant to this Agreement, MCIm may charge PACIFIC a deposit in accordance with the requirements of this Section 3.

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4. INTERCONNECTION {PURSUANT TO SECTION 251(c)(2)(A),(B),(C); 47 CFR § 51.305(a)(1)}

4.1 Scope
This Section refers to the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Appendix ITR (Interconnection Trunking Requirements), attached hereto and incorporated by reference, prescribes the specific trunk groups (and traffic routing parameters). Appendices NIM and PHYSICAL COLLOCATION describe the facilities for the transmission and routing of traffic as described in Appendix ITR.

4.2 Interconnection Coverage § 251(c)(2)(B) and (C), 47 CFR § 51.305(a)(2)
Pacific will provide for the facilities and equipment of MCIm, interconnection of its networks that is at least equal in quality to that provided by PACIFIC to itself or to any subsidiary, affiliate, or any other party to which PACIFIC provides interconnection and shall interconnect at any technically feasible point in its network as defined in Appendix NIM and COLLOCATION, attached hereto and incorporated by reference. The Parties will establish Local Interconnection Trunks to exchange Local and IntraLATA Toll traffic.

4.3 Methods for Interconnection
Methods for Interconnection and Physical Architecture shall be as defined in Appendix NIM.

5. MAINTENANCE OF SERVICE

5. 1 A Maintenance of Service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

(a) no trouble is found in the interconnection trunks; or

(b) the trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

(c) trouble clearance did not otherwise require dispatch and, upon dispatch requested for repair verification, the interconnection trunk did not exceed service design limits.

5. 2 If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled or credited.

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5. 3 Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates:

(a) basic time—$19.20 per half hour or fraction thereof;

(b) overtime—$27.60 per half hour or fraction thereof; or

(c) premium time— $35.95 per half hour or fraction thereof.

The categories are defined for billing by PACIFIC in PACIFIC's revised tariff CPUC. No. 175-T and for MCIm in MCIm's Exchange tariff.

6. TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC {PURSUANT TO 251(c)(2)}

Section Appendix ITR (Interconnection Trunking Requirements) attached to this Interconnection Agreement prescribes parameters for certain trunk groups ("Meet Point Trunks") to be established over the Interconnections.

7. TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

Reserved for Future Use

8. SIGNALING

8.1 The Parties will interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. Either Party may establish CCS interconnections either directly and/or through a third party. Whether direct or by third party, CCS interconnection shall be pursuant to PUB L-780023-PB/NB. If CCS interconnection is established through a third party, the rates, terms, and conditions of the parties' respective tariffs will apply. If CCS interconnection is established directly between MCIm and PACIFIC, the rates, terms, and conditions of Appendix SS7 will be negotiated.

8.2 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own Customers. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

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8.3 CCS shall be used in conjunction with Meet Point Trunks; except multi-frequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to Switched Access customers that use MF FGD signaling protocol. MF and CCS trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used unless otherwise negotiated by the Parties.

8.4 Originating FGB calls delivered to PACIFIC's tandem(s) shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Access Tandem.

9. NUMBERING

9.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan ("NANP") number resources including, but not limited to, central office ("NXX") codes pursuant to the Central Office Code Assignment Guidelines[1], or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

9.2 At a minimum, in those areas where MCIm intends to provide facilities-based local exchange service, MCIm shall obtain at least one NXX per incumbent local exchange carrier rate center which is required to ensure compliance with the industry-approved Central Office Code NXX Assignment Guidelines (April, 1997) and the FCC's Second Report and Order in CC Docket 96-116 released August 18, 1997 (Local Number Portability). If the laws and regulations governing NXX code assignment change, then the Agreement shall be amended to reflect such changes.

9.3 Each Party agrees to make available via the LERG, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.

9.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

To the extent required by D.98-12-069, PACIFIC shall:

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[1] Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision April 1997, formerly ICCF 93-0729-010.

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(i) verify all new NXX code openings with Tru-call testing in the month following each code opening;

(ii) implement an automated system for opening NXX codes and providing positive notification to MCIm of code opening.

PACIFIC and MCIm shall:

(i) provide positive notification of NXX openings on a real-time basis (i.e. web site) within 24 hours of code opening.

(ii) resolve all network translation problems within four (4) hours of identifying the problem as a network translation problem.

To the extent required by the Commission in D.98-12-069, a single trouble ticket submitted to the LOC shall simultaneously initiate the Tru-call testing and the LOC repair process. MCIm is responsible for providing Pacific with functioning test call numbers with every request for new NXX codes. Pacific and MCIm shall provide a single point of contact for immediate resolution of any problem that would prevent Pacific from performing complete testing in conjunction with an NXX code opening. Pacific shall notify MCIm's single point of contact within 24 hours of determining that MCIm has no trunking established to a particular tandem switch.

9.5 Each Party is responsible to input required data into the Routing Data Base Systems ("RDBS") and into the Bellcore Rating Administrative Data Systems ("BRADS") or other appropriate system(s) necessary to update the Local Exchange Routing Guide ("LERG"), unless negotiated otherwise.

9.6 Neither Party is responsible for notifying the other Parties' Customers of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the law, the Commission, the FCC, or a court.

*9.7 NXX Migration

Where either Party has activated an entire NXX for a single Customer, or activated more than half of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. NXX migration shall not cross or change rate center boundaries. Such transfer will require development of a transition process to minimize impact on the Network and on the Customer(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. In a pooling

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environment, LNP will be the migration method, pursuant to number pooling guidelines.

10. RESALE

See Appendix Resale.

11. UNBUNDLED NETWORK ELEMENTS {PURSUANT TO SECTIONS 251(c)(3), 271(c)(2)(B) (ii),(iv),(v),(vi),(x)}

Pursuant to Appendix UNE, which is attached hereto and made a part hereof, PACIFIC will provide MCIm access to Unbundled Network Elements for the provision of local switched telecommunication service to its Customers as required by Sections 251 and 252 of the Act and in compliance with all applicable state and federal orders, rules and regulations.

12. NOTICE OF CHANGES {PURSUANT TO SECTION 251(c)(5)}

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Both Parties will comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, as may be amended from time to time. Both Parties agree to coordinate interconnection matters consistent with the requirements of the Americans with Disabilities Act (42 U.S.C. 12101) and with Sections 255 and 256 of the Act.

13. COLLOCATION {PURSUANT TO SECTION 251(c)(6)}

13.1 PACIFIC shall provide to MCIm Physical Collocation pursuant to Appendix Collocation.

13.2 PACIFIC shall provide to MCIm Virtual Collocation pursuant to Appendix Collocation.

14. NUMBER PORTABILITY {PURSUANT TO SECTION 251(b)(2)}

The Parties shall provide on a reciprocal basis Interim Number Portability ("INP") and Permanent Number Portability ("PNP") in accordance with the requirements prescribed by the Act, FCC and the CPUC. Pursuant to the provisions in the Act and the FCC's First Report and Order, and in accordance with the terms and conditions outlined in Appendix PORT, which is attached hereto and incorporated herein, PACIFIC will provide MCIm Interim Number Portability through Remote Call Forwarding and Direct Inward Dialing technology.

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15. DIALING PARITY {PURSUANT TO SECTION 251(b)(3); 271(c)(2)(B)(xii); and 271(e)(2)}

15.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

15.2 PACIFIC shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

16. ACCESS TO RIGHTS-OF-WAY {PURSUANT TO SECTION 251(b)(4) and 271(c)(2)(B)(iii)}

Each Party shall provide the other Party access to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to Appendix ROW.

17. DATABASE ACCESS {PURSUANT TO SECTION 271(c)(2)(B)(x)}

In accordance with Section 271 (c)(2)(B)(x) of the Act, PACIFIC shall provide MCIm with nondiscriminatory access to databases and associated signaling necessary for call routing and completion. When requesting access to databases not otherwise provided for in this Agreement, or appropriate interfaces, regardless of whether they constitute Unbundled Network Elements, MCIm will use the Network Element Bona Fide Request process. This process is defined in Appendix UNE, which is attached hereto and incorporated herein by reference.

18. INTERCEPT REFERRAL ANNOUNCEMENTS

When a Customer changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the Customer will provide a referral announcement on the abandoned telephone number. These arrangements will be provided reciprocally for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing Customers.

19. COORDINATED REPAIR CALLS

To avoid and minimize the potential for Customer confusion, each Party shall inform their respective Customers of their respective repair bureau telephone number(s) to access such bureaus. In the event that either Party receives a misdirected repair call, the Parties agree to employ the following procedures for handling such calls:

(a) To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the Customer will be provided the correct contact telephone number.

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(b) In responding to repair calls, neither Party shall make disparaging remarks about the other, nor shall they use these repair calls as the basis for internal referrals, to solicit customers, or to market services, nor shall they initiate extraneous communications beyond the direct referral to the correct repair telephone number.

(c) Both Parties shall exchange updated information on contact numbers.

20. OTHER SERVICES {PURSUANT TO 271(c)(B)(2)(vii) and 271(c)(2)(B)(viii)}

20.1 White Pages

In accordance with Section 271(c)(2)(B)(viii) of the Act, PACIFIC will make nondiscriminatory access to White Pages service available under the terms and conditions of Appendix WP, attached hereto and incorporated by reference.

20.2 911 and E911 Services

Pursuant to Section 271(c)(2)(B)(vii)(I) of the Act, PACIFIC will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of Appendix 911, attached hereto and incorporated by reference.

20.3 Directory Assistance ("DA")

Pursuant to Section 271(c)(2)(B)(vii)(II) of the Act, PACIFIC will provide nondiscriminatory access to DA services under the terms and conditions identified in Appendix DA, attached hereto and incorporated by reference.

20.4 Operator Services

See Appendix OS.

20.5 Hosting

The Parties will, upon proper MCIm's written notification to PACIFIC as outlined within this agreement, negotiate to add a CMDS Hosting arrangement.

20.6 Signaling System 7 Interconnection

This section is omitted by agreement of the Parties.

21. GENERAL RESPONSIBILITIES OF THE PARTIES

21.1 Implementation Schedule

If MCIm has not already begun providing telephone exchange service to business and residence customers, upon approval by the CPUC, MCIm agrees to begin providing telephone exchange service to business customers within 30 days and to residential customers within 30 days within its certificated service area. Nothing in this Section 21.1 is intended to prescribe or impact MCIm with respect to when or whether it chooses to offer any particular form of local service.

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21.2 PACIFIC and MCIm shall each use their best efforts to meet the Interconnection Activation Dates.

21.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with each other's network as referenced in Bellcore's BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

21.4 Neither Party shall use any service related to or use any of the services or elements provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers. Should either Party reasonably determine that such harm is imminent, either Party where practicable, may notify the other party that temporary discontinuance of service may be required; however, wherever prior notice is not practicable, either Party may temporarily discontinue service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Party shall (a) promptly notify the other Party of such temporary discontinuance and (b) afford the other Party the opportunity to correct the situation which gave rise to the temporary discontinuance.

21.5 Each Party is responsible for the services it provides to its Customers and to other Telecommunications Carriers.

21.6 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

21.7 At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, and automobile liability with coverage for bodily injury and property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

21.8 Intentionally Omitted.

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21.9 PACIFIC participates at OBF to develop standardized methods and shall implement ordering and billing formats/processes consistent with industry guidelines as capabilities are deployed. Where such industry guidelines are not available or PACIFIC decides not to fully utilize industry guidelines, the Parties agree to comply with the applicable provisions of the change management process.

21.10 For the purposes of establishing provisioning and billing service to MCIm, MCIm is required to provide to PACIFIC its PACIFIC-authorized and nationally recognized OCN for facilities-based business (interconnection and/or Unbundled Network Elements) in areas of California served by PACIFIC. The MCIm name associated with specific OCN must be consistent in areas of California served by PACIFIC.

21.11 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act.

22. TERM AND TERMINATION

*22.1 This Agreement will remain in effect for a term of three (3) years after the Effective Date and, unless terminated pursuant to Section 22.2 below, shall continue in full force and effect until a successor agreement is reached by the Parties in accordance with the requirements set forth in Section 22.4 below.

22.2 Either Party may terminate this Agreement in the event that the other Party fails to perform a material obligation or materially breaches a material term of this Agreement and such failure or breach materially disrupts the operation of either Party's network and/or materially interferes with either Party's Customer service and fails to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.

22.3 Upon termination of this Agreement in accordance with this Section 22:

(a) each Party shall continue to comply with its obligations under Section 29.6 (Confidentiality),

(b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement, and

(c) each Party's indemnification obligations shall survive.

22.4 If, upon termination of this Agreement other than pursuant to Section 22.2, the Parties are negotiating a successor agreement, during such period each Party shall

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continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as a successor agreement becomes effective; provided, however, that if the Parties are unable to reach agreement prior to the termination of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a successor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates and charges stated herein will continue to apply, subject to a true-up based on the Commission action or the new agreement, if any.

22.5 Except as and to the extent set forth in this Agreement, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

23. DISCLAIMER OF REPRESENTATOINS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT, AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PACIFIC NOR MCIm ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

24. CHANGES IN CUSTOMER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

Each Party will abide by applicable state or federal laws and regulations in obtaining Customer authorization prior to changing Customer's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. The Parties shall make any required authorization available to each other upon reasonable request and at no charge. Only an Customer can initiate a challenge to a change in its local exchange service provider. If an Customer notifies PACIFIC or MCIm that the Customer requests local exchange service, the Party receiving such request shall be free to immediately provide service to such Customer. When an Customer changes or withdraws authorization, the serving Party shall release customer-specific facilities in accordance with the Customer's direction or that of the Customer's authorized agent. Further, when an Customer abandons the premise, PACIFIC is free to reclaim the resold and unbundled network element facilities from MCIm for use by another customer and is free to issue service orders required to reclaim such facilities.

25. SEVERABILITY

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25.1 The Parties negotiated the services, arrangements, Interconnection, terms and conditions of this Agreement as a total arrangement and it is intended to be nonseverable, subject only to Section 29.16 of this Agreement.

25.2 In the event the Commission, the FCC, or a court rejects any portion or determines that any provision of this Agreement is contrary to law, or is invalid or unenforceable for any reason, the Parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion rejected or determined to be unlawful, invalid, or unenforceable. In such event, the Parties shall negotiate in good faith to replace the rejected, unlawful, invalid, or unenforceable provision and shall not discontinue service to the other Party during such period if to do so would disrupt existing service being provided to an Customer. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

26. INTELLECTUAL PROPERTY

26.1 To the extent required by Commission decisions, PACIFIC will provide MCIm with intellectual property rights related to PACIFIC's Unbundled Network Elements. MCIm, as the provider of service using the Unbundled Network Elements, will provide all features, functions, and capabilities of the individual elements to Customers. PACIFIC will provide a list of all vendors/licensers applicable to the subject Unbundled Network Element(s) (which vendors have provided PACIFIC a software license) within seven (7) days of a request for such a list by MCIm. PACIFIC agrees to use its best efforts to facilitate the obtaining of any necessary license or right to use agreement. PACIFIC makes no warranties, express or implied, concerning MCIm's (or any third party's) rights with the respect to use of intellectual property (including without limitation, patent, copyright, and trade secret rights). PACIFIC reserves the right to amend the Intellectual Property provision of this Agreement to reflect the FCC ruling (and any appeal therefrom) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling.

26.2 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of the Party.

26.3 PACIFIC will indemnify MCIm for any claims of infringement arising from MCIm's use of the intellectual property within the scope of any "right to use" agreement negotiated by PACIFIC for MCIm pursuant to section 26.1. MCIm will indemnify PACIFIC for any claims of infringement arising from MCIm's use of the intellectual property beyond the scope of the "right to use" agreement negotiated by PACIFIC for MCIm pursuant to section 26.1.

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*27. INDEMNIFICATION

The Parties shall indemnify each other with respect to certain matters other than intellectual property in accordance with the terms and conditions set forth in Section 27.1 below. The Parties shall indemnify each other with respect to intellectual property matters in accordance with the terms and conditions set forth in Section 26 of this Appendix GTC.

27.1 Obligation to Indemnify – General - Except as otherwise provided in Section 26 of this Appendix GTC, 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 of 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) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, or (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status or the actions, breach of Applicable Law, or status of its employees, agents and subcontractors.

27.2 Obligation to Defend; Notice; Co-operation - Whenever a Claim shall arise for indemnification under this Agreement, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the intellectual property rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or

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refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

*28 LIABILITY

28.1 Liabilities of MCIm – MCIm's liability to PACIFIC during any Contract Year resulting from any and all causes, other than as specified in Sections 29.2, 32, 28.3 and 27.1 of this Appendix GTC, shall not exceed the total of any amounts due and owing by MCIm to PACIFIC under this Agreement during the Contract Year during which such cause accrues or arises. For purposes of this Section 28, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

28.2 Liabilities of PACIFIC - PACIFIC's liability to MCIm during any Contract Year resulting from any and all causes, other than as specified in Sections 29.2, 32, 28.3 and 27.1 of this Appendix GTC, shall not exceed Twenty Five Million Dollars ($25,000,000).

28.3 No Consequential Damages - Neither MCIm nor PACIFIC shall be liable to the other party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this Section 28 shall limit PACIFIC's or MCIm's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible

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real or tangible personal property proximately caused by PACIFIC's or MCIm's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this Section 28 limit the Parties' indemnification obligations, as specified in Section 27 of this Appendix GTC. For purposes of this Section 28, amounts due and owing to either Party pursuant to Appendix Performance Measures shall not be considered to be indirect, incidental, consequential, reliance, or special damages.

29. MISCELLANEOUS

29.1 Authorization

29.1.1 PACIFIC is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

29.1.2 MCIm is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

29.2 Compliance and Certification

29.2.1 Each Party shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

29.2.2 Each Party warrants that it has obtained all necessary state certification required by the State of California. Upon request by any state governmental entity, each Party shall provide proof of certification.

29.2.3 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Law Enforcement Act ("CALEA"). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

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29.3 Law Enforcement

PACIFIC and MCIm shall handle law enforcement requests as follows:

(a) Intercept Devices:

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an Customer of the other Party, it shall refer such request to the Party that serves such Customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

(b) Subpoenas:

If a Party receives a subpoena for information concerning an Customer the Party knows to be an Customer of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the Customer's service provider, in which case the Party will respond to any valid request.

(c) Emergencies:

If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an Customer of the other Party by the receiving Party's switch, that Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's Customer and the Party serving such Customer agrees to indemnify and hold the other Party harmless against any and all such claims.

29.4 Independent Contractor

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.

29.5 Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work

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stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease. In the event of such performance delay or failure by the affected Party, the affected Party agrees to resume performance in a nondiscriminatory manner and not favor its own provision of telecommunications services above that of the other Party.

29.6 Confidentiality

29.6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Network Elements, Ancillary Functions, Combinations, Local Services or other services placed by MCIm or PACIFIC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of MCIm or PACIFIC customers pursuant to the Act and the rules and regulations of the FCC, and Recorded Usage Data as described in Appendix XXX, whether disclosed by MCIm to PACIFIC or PACIFIC to MCIm or otherwise acquired by PACIFIC or MCIm in the course of the performance of this Agreement, shall be deemed Confidential Information of MCIm or PACIFIC, as the case may be, for all purposes under this Agreement.

29.6.2 For a period of ten years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees

i. to use it only for the purpose of performing under this Agreement,

ii. to hold it in confidence and disclose it to no one other than its employees, contractors, agents or Affiliates having a need to know for the purpose of performing under this Agreement, and

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iii. to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information.

If the Recipient wishes to disclose the Discloser's Confidential Information to a third party consultant, such disclosure must be mutually agreed to in advance and in writing by the Parties to this Agreement, and the consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

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

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

29.6.5 The Recipient shall have no obligation to safeguard Confidential Information:

i. which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser;

ii. after it becomes publicly known or available through no breach of this Agreement by the Recipient;

iii. after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or

iv. after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed.

29.6.6 In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning

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the provision of interLATA services by PACIFIC. Either Party shall also be entitled to disclose Confidential Information on a confidential basis to regulatory agencies upon request for information as to either Party's activities under this Agreement or otherwise. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the intended disclosure, and so long as the Recipient undertakes all commercially reasonable lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek a protective order that covers the Confidential Information to be disclosed.

29.6.7 CPNI related to MCIm's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be MCIm's proprietary information and may not be used by PACIFIC for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance, shall be disclosed only to PACIFIC's employees, contractors, agents or Affiliates with a need to know, unless the MCIm subscriber expressly directs MCIm to disclose, or approves the disclosure of, such information to PACIFIC pursuant to the requirements of Section 222(c)(1) or (2) of the Act. If PACIFIC seeks and obtains approval to use or disclose such CPNI from MCIm's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2) and, in the event such authorization is obtained, PACIFIC may use or disclose only such information as MCIm provides pursuant to such authorization and may not use information that PACIFIC has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law. CPNI related to PACIFIC's subscribers obtained by virtue of Interconnection or any other service provided under this Agreement shall be PACIFIC's proprietary information and may not be used by MCIm for any purpose except performance of its obligations under this Agreement or as otherwise permitted by law, and in connection with such performance shall be disclosed only to MCIm's employees, contractors, agents or Affiliates with a need to know, unless the PACIFIC subscriber expressly directs PACIFIC to disclose, or approves the disclosure of, such information to MCIm pursuant to the requirements of Section 222(c)(1) or (2). If MCIm seeks and obtains approval to use or disclose such CPNI from PACIFIC's subscribers, such approval shall be obtained only in compliance with Section 222(c)(1) or (2)-and, in the event such authorization is obtained, MCIm may use or disclose only such information as PACIFIC provides pursuant to such authorization and may not use information that MCIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement except as permitted by law.

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29.6.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. Notwithstanding the immediately preceding sentence, neither Party's obligations under such sentence shall exceed those required by law, regulation or regulatory or judicial decision.

i. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party.

ii. Except as provided hereunder, or as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information. This provision shall not require either Party to grant a license in violation of any law. Nothing in this paragraph shall relieve the Parties of their obligations and responsibilities set forth in Section 29.6.8.

29.6.9 Each Party agrees that the Discloser would be irreparably injured by a breach of this Section 29.6 by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 29.6. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 29.6, but shall be in addition to all other remedies available at law or in equity.

29.6.10 Nothing in this Section 29.6 or anywhere else in this Agreement shall prevent PACIFIC from using Recorded Usage Data for the limited purposes of designing and/or maintaining PACIFIC's telecommunications network and/or ensuring that PACIFIC's telecommunications network performs properly in providing its intended telecommunications functions and services. PACIFIC shall not use Recorded Usage Data for any other purpose except as mutually agreed upon or as otherwise permitted by law.

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29.7 Governing Law

This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, Commission Rules and Regulations and the domestic laws of the State of California, without regard to its conflicts of laws principles.

29.8 Taxes

Any Federal, state or local excise, license, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party 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.

*29.9 Assignment

29.9.1 Any assignment by either Party to any non-Affiliate entity of any right or of any other interest under this Agreement, in whole or in part, without the prior written consent of the other Party will be void. A Party assigning this Agreement or any right, obligation, duty or other interest under this Agreement to an Affiliate shall provide sixty (60) calendar days' prior written notice to the other Party. All obligations and duties of any Party under this Agreement will be binding on all successors in interest and assigns of that Party. No assignment of this Agreement (in whole or part) will relieve the assignor of its obligations under this Agreement.

29.10 Non-Waiver

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

29.11 Audits and Examinations

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29.11.1 As used in this Agreement, "Auditing Party" means the Party conducting an Audit or Examination; "Audited Party" means the Party being audited or examined. As used in this Agreement, "Audit" means a comprehensive review of services performed under this Agreement by the Audited Party; "Examination" means an inquiry into a specific element of or process related to services performed under this Agreement by the Audited Party. Either Party may perform up to two Audits per 12-month period commencing on the Effective Date. Either Party may perform Examinations as that Party deems necessary.

29.11.2 Upon 30 days' written notice, a Party may, through its authorized representative, conduct an Audit or Examination, during normal business hours, of any records, accounts and processes which contain information related to the services provided under, and performance standards contained in, this Agreement. Within the above-described 30-day period, the Parties will reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination will be performed. The Parties agree to provide Audit or Examination support, including, but not limited to, appropriate access to and use of its facilities (including conference rooms, telephones, copying machines, and basic facilities).

29.11.3 Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The Auditing Party will pay for the reasonable cost of special data extractions required by the Auditing Party to conduct the Audit or Examination. For purposes of this Section 29.11.3, a "Special Data Extraction" means 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 Auditing Party's specifications and at the Auditing Party's expense, the Auditing Party will specify at the time of request whether the program is to be retained by the Audited Party for reuse for any subsequent Audit or Examination. Notwithstanding the foregoing, the Audited Party shall pay one-half (1/2) of the Auditing Party's expenses in the event an Audit or Examination results in an adjustment in the charges or in any invoice paid or payable by the Auditing Party in an amount that is, on an annualized basis, greater than three percent (3%) of the aggregate charges for the audited services provided during the period covered by the audit.

29.11.4 Adjustments, credits or payments will be made and any corrective action must commence within 30 days after the Audited Party's receipt of the final audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The highest interest rate allowable by law for commercial transactions may be assessed and will be computed by compounding daily from the time of the overcharge to the day of payment.

29.11.5 Neither the right to examine and audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise,

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unless the statement expressly waiving the right appears in writing, is signed by the authorized representative of the Party having that right, and is delivered to the other Party in a manner sanctioned by this Agreement.

29.11.6 This Section 29.11 will survive expiration or termination of this Agreement for a period of two years after expiration or termination of this Agreement.

29.12 Intentionally Omitted.

*29.13 Dispute Resolution

29.13.1 Finality of Disputes

29.13.1.1 Intentionally Omitted.

29.13.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date, as defined in Section 34, occurred within the twenty-four (24) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.

29.13.2. Alternative to Litigation

29.13.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

29.13.3 Commencing Dispute Resolution

29.13.3.1 Dispute Resolution, as defined below, shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

29.13.3.1.1 LSC;

29.13.3.1.2 Informal Dispute Resolution; and

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29.13.3.1.3 Formal Dispute Resolution,

each of which is described below.

29.13.4 LSC Dispute Resolution -the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

29.13.4.1 If the written notice given pursuant to Section 29.13.3 discloses that a MCIm dispute relates to billing, then the procedures set forth in this Section 29.13.4 shall be used and the dispute shall first be referred to the appropriate service center for resolution. In order to resolve a billing dispute, MCIm shall furnish PACIFIC written notice of (i) the date of the bill in question, (ii) ESBA or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that MCIm disputes the billed amount. To be deemed a "dispute" under this Section 29.13.4, MCIm must provide evidence that it has established an interest bearing escrow account that complies with the requirements set forth in Section 34.4 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 29.13.4.1 not later than ninety (90) calendar days following the Bill Due Date shall constitute MCIm's irrevocable and full waiver of its right to dispute the subject charges.

29.13.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on PACIFIC's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided MCIm furnishes all requisite information and evidence under Section 29.13.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, PACIFIC will notify MCIm of the status of the dispute and the expected resolution date.

29.13.4.3 The Parties shall attempt to resolve Disputed Amounts, as defined in Section 34, appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on

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the complexity of the dispute. If not resolved within thir (30) calendar days from the date notice of the Disputed Amounts was received (provided that MCIm furnishes all requisite information and evidence under Section 29.13.4.1), PACIFIC will notify MCIm of the status of the dispute and the expected resolution date.

29.13.4.4 Any notice of Disputed Amounts given by PACIFIC to MCIm pursuant to Section 29.13.3 shall furnish MCIm written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that PACIFIC disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided PACIFIC, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, MCIm will notify PACIFIC*E* of the status of the dispute and the expected resolution date.

29.13.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 29.13.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 29.13.5 of this Agreement.

29.13.5 Informal Resolution of Disputes

29.13.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 29.13.3 or Section 29.13.4.5, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and

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the correspondence among the representatives for purpo of settlement are exempt from discovery and producti and will not be admissible in the arbitration describe below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

29.13.6 Formal Dispute Resolution

29.13.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 29.13.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 29.13.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 29.13.3.

29.13.6.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 29.13.7 below:

29.13.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 29.13.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 29.13.3, the Parties will annualize the actual number of months billed.

29.13.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 29.13.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party

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may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

29.13.6.4 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

29.13.6.4.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

29.13.6.4.2 Actions to compel compliance with the Dispute Resolution process.

29.13.6.4.3 All claims arising under federal or state statute(s), including antitrust claims.

29.13.7 Arbitration

Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in San Francisco, California, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

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29.14 Notices

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to MCIm:

Senior Manager, WesternTelco/Line Cost Management
WorldCom, Inc.
2678 Bishop Drive
Suite 200
San Ramon, CA 94583

Vice President, WesternTelco/Line Cost Management
WorldCom, Inc.
MCI Plaza
6312 South Fiddlers Green Circle
Suite 600 East
Englewood, CO 80111

and

Chief Network Counsel
WorldCom, Inc.
22001 Loudoun County Parkway, Room E1 3-609
Ashburn, Virginia 20147

If to PACIFIC:

Contract Manager
SBC Communications, Inc.
Four Bell Plaza, Room 900
Dallas, TX 75202

and

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General Attorney
Wholesale Marketing - Legal
Pacific Telesis Group
140 New Montgomery Street, Room 1529
San Francisco, CA 94105

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

29.15 Publicity and Use of Trademarks or Service Marks

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

29.16 Section 252(i) Obligations

At MCIm's request and pursuant to the Act, regulations thereunder, and relevant court decisions, PACIFIC shall make available to MCIm, without unreasonable delay, any interconnection, service or network element contained in any agreement to which PACIFIC is a Party that has been filed and approved by the Commission pursuant to Section 252 of the Act ("Alternative Agreement"). Such interconnection, service or Network Element shall be made available to MCIm on the same terms and conditions as those provided in the Alternative Agreement, consistent with Section 252(i) of the Act.

29.17 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

29.18 Intervening Law

This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the California Public Utilities Commission. If the actions of the State of California or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis or rationale for a provision of the contract, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either party. In the event of any such actions, the Parties shall expend diligent efforts to arrive at an agreement respecting the appropriate modifications to the Agreement. If

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negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. The Parties acknowledge that on January 25, 1999 the US Supreme Court issued its opinion in AT&T Corp v. Iowa Utilities Board. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies or arguments with respect to such decision and any remand thereof, including its rights under this Intervening Law paragraph.

29.19 No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

29.20 No License

Except at otherwise expressly provided in this agreement, no license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

29.21 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

29.22 Scope of Agreement

This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

*29.23 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Appendices constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

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29.24 Amendments and Modifications

This Agreement may only be modified in writing signed by an officer of each Party.

29.25 Headings Not Controlling

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

29.26 Counterparts

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

30. INCORPORATION BY REFERENCE

This Agreement, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in other appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

31. GOVERNMENT COMPLIANCE

Except as otherwise provided by law or this Agreement, MCIm and PACIFIC each shall comply at its own expense with all Applicable Law that relates to:

i. its obligations under or activities in connection with this Agreement; or

ii. its activities undertaken at, in connection with or relating to Work Locations.

MCIm and PACIFIC each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from:

i. its failure or the failure of its contractors or agents to so comply or

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ii. any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remedy environmental contamination.

PACIFIC will use its good faith reasonable efforts to obtain from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for PACIFIC to provide the Network Elements, Ancillary Functions, Combinations, Local Services and other services pursuant to this Agreement. To the extent necessary, MCIm will cooperate with PACIFIC in obtaining such rights and privileges.

PACIFIC's obligations to obtain third party intellectual property rights for MCIm shall not exceed those required by law (including D. 98-12-069).

32. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

32.1 MCIm shall in no event be liable to PACIFIC for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that MCIm did not introduce to the affected Work Location, provided that activities of MCIm or its agents did not cause or contribute to a Release. PACIFIC shall indemnify, defend (at MCIm's request) and hold harmless MCIm, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) to the extent any of them arise out of or result from:

i. any Environmental Hazard that PACIFIC, its contractors or agents introduce to the Work Locations or

ii. the presence or Release of any Environmental Hazard for which PACIFIC is responsible under Applicable Law.

32.2 PACIFIC shall in no event be liable to MCIm for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that PACIFIC did not introduce to the affected Work Location, provided that actions of PACIFIC or its agents did not cause or contribute to a Release. MCIm shall indemnify, defend (at PACIFIC's request) and hold harmless PACIFIC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) to the extent any of them arise out of or result from:

i. any Environmental Hazard that MCIm, its contractors or agents introduce to the Work Locations or

ii. the presence or Release of any Environmental Hazard for which MCIm is responsible under Applicable Law.

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33. NONEXCLUSIVE REMEDIES

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

34. BILLING AND PAYMENT OF CHARGES

34.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

34.1.1 Remittance in full of all bills rendered by PACIFIC is due within thirty (30) days of each bill date (the "Bill Due Date") and shall be paid in accordance with the terms of Section 34.3 of this Agreement.

34.1.2 Intentionally Omitted.

34.1.3 Intentionally Omitted.

34.1.4 Remittance in full of all bills rendered by MCIm is due within thirty (30) days of each bill date (the "Bill Due Date").

34.1.5 If MCIm fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from MCIm after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to PACIFIC as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge shall be assessed as provided in Section 34.1.5.1 ("Late Payment Charge").

34.1.5.1 For any charge incurred under this Agreement that is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the Pacific intrastate access services tariff and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

34.1.5.2 Intentionally Omitted.

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34.1.5.3 Intentionally Omitted.

34.2 If any charge incurred by PACIFIC under this Agreement is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in PACIFIC's intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

34.3 MCIm shall make all payments to PACIFIC via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by PACIFIC. Remittance information will be communicated together with the funds transfer via the ACH network. MCIm shall use the CCD+ or the CTX transaction set. MCIm and PACIFIC shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by PACIFIC no later than the Bill Due Date of each bill or Late Payment Charges will apply. PACIFIC shall not be liable for any delays in receipt of funds or errors in entries caused by MCIm or Third Parties, including MCIm's financial institution. MCIm is responsible for its own banking fees.

34.4 If any portion of an amount due to a Party (the "Billing Party") for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. At its option, the Non-Paying Party may, in lieu of paying Disputed Amounts into an escrow account, pay the Disputed Amount to the Billing Party, pending resolution of the dispute. Upon resolution of any dispute involving payment of a Disputed Amount to the Billing Party, the Billing Party shall promptly refund to the Non-Paying Party any Disputed Amounts that were settled in the Non-Paying Party's favor. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

34.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

34.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

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34.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

34.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree that the escrow account will meet all of the following criteria:

34.4.4.1 The escrow account must be an interest bearing account;

34.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

34.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;

34.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

34.4.4.5 Disbursements from the escrow account shall be limited to those:

34.4.4.5.1. representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

34.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 29.13.7; or

34.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 29.13.7.

34.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 34.1.

34.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 34.

34.7 If the Non-Paying Party disputes any charges for Resale Services or Network Elements and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

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34.7.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;

34.7.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;

34.7.3 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and

34.7.4 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of Late Payment Charges such Billing Party is entitled to receive pursuant to Section 34.1.

34.8 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 34.6 shall be grounds for termination of this Agreement.

34.9 Exchange of Billing Message Information

34.9.1 PACIFIC will provide MCIm a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). Such Customer Usage Data shall be provided by PACIFIC in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail Customers of PACIFIC within that state, (ii) with sufficient detail to enable MCIm to bill its Customers for usage sensitive services furnished by PACIFIC in connection with Resale Services and Network Elements provided by PACIFIC. Procedures and

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processes for implementing the interfaces with PACIFIC will be included in implementation requirements documentation.

34.9.2 To establish file transmission for the DUF, MCIm must provide a written request no less than sixty (60) calendar days prior to the desired first transmission date for each file.

34.9.3 Call detail for LEC-carried calls that are alternately billed to MCIm Customers will be forwarded to MCIm as rated call detail on the DUF.

34.9.4 Intentionally Omitted.

34.9.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to PACIFIC for billing, which would otherwise be processed by PACIFIC for its retail Customers, will be returned to the IXC and will not be passed through to MCIm. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when PACIFIC records the message.

34.9.6 PACIFIC Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) shall be subject to the rates, terms and conditions of Appendix Alternately Billed Calls (ABT).

34.9.7 MCIm shall be responsible for providing all billing information to each of its Customers, regardless of the method used to provision the Customer's service.

35. *NONPAYMENT AND PROCEDURES FOR DISCONNECTION

35.1 Unless otherwise specified therein, Sections 35.1, 35.2, 35.3, 35.4 and 35.5 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. Section 35.6 shall apply only to Resale Services and Network Elements furnished under this Agreement.

35.2 Failure to pay charges may be grounds for termination of this Agreement. If a Party fails to pay by the Bill Due Date, any and all charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable

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Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

35.2.1 With respect to Resale Services and Network Elements, PACIFIC will notify MCIm of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that MCIm must remit payment within fourteen (14) calendar days following receipt of PACIFIC's notice.

35.2 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take all of the following actions not later than fourteen (14) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

35.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and

35.3.2 immediately pay to the Billing Party all undisputed Unpaid Charges; and

35.3.3 pay all Disputed Amounts relating to Resale Services and Network Elements into an interest bearing escrow account that complies with the requirements set forth in Section 34.4.

35.3.4 With respect to Resale Services and Network Elements, evidence that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts into that account must be furnished to the Billing Party before the Unpaid Charges will be deemed to be "disputed" under Section 29.13 of this Agreement.

35.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 29.13.

35.5 Intentionally Omitted.

35.6 Unpaid Charges

35.6.1 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed twenty-nine (235) calendar days past the Bill Due Date of such Unpaid Charges, PACIFIC shall notify MCIm and the Commission in writing that unless all Unpaid Charges for Resale Services

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and Network Elements are paid within sixteen (16) calendar days following MCIm's receipt of such notice, the Resale Services and/or Network Elements furnished to MCIm under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that PACIFIC shall cause any of MCIm's Customers provisioned through Resale Services to be defaulted to PACIFIC local service.

35.6.1.1 On the same day that it sends the letter required by Section 35.6.1, PACIFIC will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from MCIm for any Resale Service or Network Element that could be furnished under this Agreement.

35.6.1.2 Section 35.6.1.1 shall exclude any affected order for Resale Services or Network Elements from any applicable performance interval and computation of any Performance Measurement.

35.6.2 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed forty (40) calendar days past the Bill Due Date of the Unpaid Charges, MCIm shall, at its sole expense, notify its Customers and the Commission that the Customers' service may be disconnected due to MCIm's failure to pay Unpaid Charges, and that its Customers must affirmatively select a new Local Service Provider within five (5) calendar days. This notice shall also advise MCIm's Customers provisioned through Resale Services that PACIFIC will transfer provisioning of the Customer's account to PACIFIC at the end of the five (5) calendar day period should the Resale Customer fail to select a new Local Service Provider in the interim.

35.6.3 If any Unpaid Charges for Resale Services or Network Elements furnished to MCIm under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the Bill Due Date of such Unpaid Charges, PACIFIC shall disconnect such Resale Services and/or Network Elements.

35.6.3.1 On the same date that these Resale Services are disconnected, PACIFIC shall cause such Customers provisioned through Resale Services to be transferred directly to PACIFIC local service. To the extent available at retail from PACIFIC, the Resale Customers transferred to PACIFIC's local service shall receive the same services provided through MCIm immediately prior to the time of transfer; provided, however, PACIFIC reserves the

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right to toll restrict (both interLATA and intraLATA) such transferred Customers.

35.6.3.2 Intentionally Omitted.

35.6.3.3 PACIFIC shall inform the Commission of the names of all Resale Customers transferred through this process.

*35.6.4 Within five (5) calendar days of the transfer, PACIFIC shall notify all transferred Resale Customers that because of MCIm's failure to pay PACIFIC, their local service is now being provided by PACIFIC and that such Resale Customer may choose a Local Service provider other than PACIFIC.

35.6.5 Intentionally Omitted.

35.6.6 PACIFIC may discontinue service to MCIm as provided in Section 35.6.3 and shall have no liability to MCIm or MCIm's Customers in the event of such disconnection or any transfer of Resale Customers to PACIFIC service in connection with such disconnection.

35.6.7 Intentionally Omitted.

35.6.8 Once the letter required by Section 35.6.1 has been sent to MCIm, PACIFIC shall not accept any order (other than a disconnect order) relating to Resale Services or Network Elements from MCIm until

35.6.8.1 All Unpaid Charges are paid, and

35.6.8.2 MCIm has furnished PACIFIC a cash deposit calculated pursuant to the terms and conditions of Section 3.

36. NON-VOLUNTARY PROVISIONS

36.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by the Parties, but instead resulted from determinations made in arbitrations under Section 252 of the Act (individually and collectively, a "Non-Voluntary Arrangement"). The Parties have identified the Non-Voluntary Arrangements contained in this Agreement by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any applicable order or finding by the FCC, the Commission or a court of competent jurisdiction, either Party may request that this Agreement be amended in accordance with the requirements of Section 29.18 of this Appendix GTC.

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38.2 BFR Responses

38.2.1 "Yes" Responses. Pacific shall provide "yes" responses to MCIm within thirty (30) days. "Yes" responses shall include a price proposal (covering labor, equipment, etc.) for provision and an estimated schedule for availability. If special construction is necessary, Pacific shall supply cost support for such construction to MCIm within an additional 24 days. Any cost support information provided by PACIFIC shall be in sufficient detail to allow MCIm to negotiate for provision of the method of Interconnection or the UNE.

38.2.2 "No" Responses. Pacific shall provide "no" responses to MCIm within fifteen (15) days. If Pacific rejects a Bona Fide Request made by MCIm on the basis of technical problems, Pacific must provide MCIm a detailed

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explanation in writing why the request is not technically feasible. Additionally, a "no" response by PACIFIC may refer MCIm to a UNE or method of interconnection other than the one MCIm requested, provided, however, that if PACIFIC makes such a referral, PACIFIC must be able and willing to provide that alternative in a timely manner. PACIFIC shall provide details on the provision of the suggested alternative within the same 15 days as the "no" response.

38.2.3 Within thirty (30) calendar days of its receipt of a "yes" response from PACIFIC to its the Bona Fide Request, MCIm shall either confirm an order for such BFR Item pursuant to PACIFIC's response or request modifications in the response or price quotation. If MCIm believes that PACIFIC's response to MCIm's Bona Fide Request is inconsistent with the requirements of the Act or the Commission, and that negotiations with PACIFIC have failed to resolve the matter, MCIm may pursue Alternative Dispute Resolution under Attachment 3 to this Agreement, including any applicable expedited dispute resolution procedure.

38.2.4 Provisions relating to the BFR process that PACIFIC publishes in an Accessible Letter or the CLEC Handbook shall apply to MCIm to the extent the provisions neither add to nor conflict with the terms and conditions of this Agreement and D.98-12-069.

MCIMETRO ACCESS TRANSMISSION SERVICES LLC	**PACIFIC BELL** By SBC Telecommunications, Inc., Its authorized agent
Signature:	Signature:
Name: MICHAEL A. BEACH (Print or Type)	Name: **O. R. Stanley** (Print or Type)
Title: VICE PRESIDENT (Print or Type)	Title: **President-Industry Markets** (Print or Type)
Date: 9/19/01	Date: SEP 21 2001

RC 9/17/01

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APPENDIX:

DEFINITIONS

DEFINITIONS

For purposes of this Agreement, certain terms have been defined in this Appendix and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act, unless the context clearly indicates otherwise. The definitions contained in this Appendix are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of the term in the Act, in this Appendix, or in any other part of the Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Appendices, and any specific definition in an Appendix other than this Appendix shall supersede the definition in this Appendix. Throughout this Agreement and its Appendices, various diagrams are used. The diagrams are illustrative only, and, in the event of any disagreement between the diagram and the words of this Agreement, the words of this Agreement shall control.

"Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996.

"Advanced Services" is defined as high speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality voice, data, graphics or video telecommunications using any technology.

"Affiliate" is as defined in the Act.

"AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE, as the same may be amended from time to time, which defines (and amends) the industry standard for message recording.

*"Applicable Law" shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any Governmental Authority, including without limitation those relating to the environment, health and safety, which apply to the Parties or the subject matter of this Agreement.

"Automatic Number Identification" or "ANI" is a Feature Group D or a CAMA signaling parameter that forwards the telephone ("CAMA") or billing number ("FG-D") of the calling party.

"Binder Groups" are defined as binder or cable sheaths housing multiple loops for efficient administration before the loops enter the Central Office.

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"Busy Line Verification or "BLV" means a service in which an End-User requests an operator to confirm the busy status of a line.

"Busy Line Verification and Interrupt or "BLVI" means a service in which an Customer requests an operator to confirm the busy status of a line and requests an interruption of the call.

"CABS" means the Carrier Access Billing System.

"Calling Party Number" or "CPN" is a Signaling System 7 ("SS7") parameter whereby the ten (10) digit number of the calling party is forwarded from the End Office.

* "Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched. In no event may MCIm use this definition to assert that it should receive tandem reciprocal compensation from PACIFIC.

"Centralized Message Distribution System" ("CMDS") means the transport system that LECs use to exchange outcollect and Carrier Access Billing System ("CABS") access messages among each other and other parties connected to CMDS.

"CLASS Features" mean certain Common Channel Signaling (CCS)-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

"Collocation" may be "physical" or "virtual." The Parties recognize that additional forms of collocation may be prescribed by regulatory authorities. "Physical Collocation" and "Virtual Collocation" are defined in Appendix Collocation.

"Commission" or "CPUC" means the California Public Utilities Commission.

"Common Channel Signaling" or "CCS" is a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

"Competitive Local Exchange Carrier" - "CLEC" is as defined in the Act.

"Control Office" means an exchange carrier center or office designated as its company's contact for the provisioning and/or maintenance of its portion of interconnection arrangements.

* "Customer" or "customer" means a third party residence or business that subscribes to Telecommunications Services provided by either of the Parties at retail. To the extent that MCIm furnishes Pacific retail services to an unaffiliated wholesale customer of MCIm for subsequent resale by MCIm's wholesale customer to an ultimate consumer or MCIm provides services via PACIFIC UNEs to an unaffiliated wholesale customer of MCIm for subsequent resale by MCIm's wholesale customer to an ultimate consumer, the term "Customer" shall be construed, to the extent feasible, to include MCIm's wholesale customer. As used herein, the term "Customer"

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does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

"Customer Usage Data" means the Telecommunications Services usage data of a CLEC Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SNET and forwarded to MCIm.

"Dialing Parity" is as defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS-0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

"Digital Signal Level 1" or "DS-1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

"Digital Signal Level 3" or "DS-3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy.

"Directory Number Call Forwarding (DNCF)" means an interim form of Service Provider Number Portability ("SPNP") which is provided through existing and available call routing and call forwarding capabilities. DNCF will forward calls dialed to an original telephone number to a new telephone number on a multi-path basis as specified by the ordering carrier.

"DSLAM" or Digital Subscriber Line Access Multiplexer is a network device that receives signals from multiple customer Digital Subscriber Line (DSL) connections and multiplexes the signals on a high-speed backbone line. DSLAM's can connect DSL loops with some combination of ATM, Frame Relay or IP networks.

"DSX Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

"Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.

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

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"Exchange Access" is defined in the Act.

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records

"Exchange Service" means Telephone Exchange Service as defined in the Act.

"FCC" means the Federal Communications Commission.

"Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location.

"Interconnection" is as defined in the Act.

"Interconnection Activation Date" is the date that the construction of the joint facility interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

"Interexchange Carrier" or "IXC" (also referred to as "Switched Access Customer") means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

"IntraLATA Toll Traffic" means the IntraLATA traffic falling outside of the normal local calling area as defined by the Commission.

"Integrated Services Digital Network" or "ISDN" means a digital switched network service. "Basic Rate ISDN" provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. "Primary Rate ISDN" provides for 23 bearer and 1 data channels.

"LATA" or "Local Access Transport Area" is as defined in the Act.

"Local Exchange Carrier (LEC)" is as defined in the Act.

"Local Exchange Routing Guide" or "LERG" is a Reference Document provided by Telcordia, used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network Element and equipment designations

"Local Exchange Traffic" is as defined in the Act

"Local Interconnection Trunks/Trunk Groups" are used for the termination of Local Exchange Traffic, using Telcordia Technical Reference GR-317CORE ("GR317")

"Local Calls", are as defined by the Commission. Local Calls currently include all 0-12 mile calls based on the rate centers of the originating and terminating NPA-NXXs of the callers (these

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include ZUM Zone 1 and ZUM Zone 2 calls) and, where established in incumbent LEC tariffs, ZUM Zone 3 and Extended Area Service (EAS) calls.

"Local Service Provider" (LSP) is the LEC that provides retail local Exchange Service to an Customer. The LSP may or may not provide any physical network components to support the provision of that Customer's service.

"MECAB" refers to the Multiple Exchange Carrier Access Billing ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by ATIS as ATIS/OBF-MECAB-Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

"MECOD" refers to the Multiple Exchange Carriers Ordering and Design "MECOD") Guidelines for Access Services – Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by ATIS as ATIS/OBF-Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

"Meet-Point Billing" or "MPB" refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service".

"Meet Point Trunks/Trunk Groups" ("MPTGs") are used for the joint provision of Switched Access services, utilizing Bellcore Technical References GR-394-CORE ("GR-394") and GR-317-CORE ("GR-317"). MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300

"Mid-Point Meet" is as defined in Section 2.2 of Appendix NIM. The facility hand off point may differ from the billing point of interconnection.

"Mid-Span Meet" means an interconnection between two LECs as defined in Appendix NIM (whereby each provides its own cable and equipment up to the meet point of the cable facilities). The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility.

"Multiple bill/Single tariff" is the meet-point billing method where each LEC (or CLEC) prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which the LEC (or CLEC) provides. The MECAB documents refer to this method as "Multiple Bill/Single Tariff."

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"Network Element" is as defined in the Act and as used herein has the same meaning as "Unbundled Network Element."

"Network Element Bona Fide Request" ("BFR") or Interconnection and Network Element Request ("INER") means the process described in Appendix UNE, which prescribes the terms and conditions thereof. This process relates to a Party's request that the other Party provide a Network Element.

"North American Numbering Plan (NANP)" means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

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

"NXX Code" or "Central Office Code" means the three digit switch entity indicator that is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

"Originating Line Information ("OLI")" is an SS7 signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

"Packet-Switched Technology" refers to technologies, which segment information into small pieces ("Packets"), assigning each Packet identifying characteristics as well as a destination address. The Packets traverse the network, often following many different physical paths, until they arrive at their destination and are reassembled.

"Party" means either MCIm or PACIFIC; "Parties" means both MCIm and PACIFIC.

"Permanent Number Portability (PNP)" means a database method of providing LNP that is consistent with the Act and complies with the long-term LNP performance criteria set forth in 47 C.F.R. §52.3(a).

"Point of Interconnection" or "POI" means a physical location at which the Parties' networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

"Power Spectral Density (PSD) masks" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

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"Rate Center" identifies the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLEC) for its provision of Exchange Services.

"Rating Point" means the Vertical and Horizontal ("V&H") coordinates associated with a particular telephone number for rating purposes.

"Real Time" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or re-mediate.

"Remote Terminal" or "RT" means a controlled environmental vault, hut, cabinet, which may or may not contain fiber-fed Digital Loop Carrier ("DLC") equipment.

"Routing Point" means a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

"Service Control Point" or "SCP" means a node in the CCS network that provides the interface between a database and a CCS network. The SCP is a real-time computer system that, based on a query from a "Service Switching Point" ("SSP") or other CCS node capable of properly formatting and launching Signaling System 7 (SS7) unit data messages, either performs subscriber or application-specific service logic or passes the query to a resident database that provides query-processing logic, and then sends a response that represents an answer to the query.

"Signal Transfer Point" or "STP" means equipment that performs a packet switching function that routes signaling messages among SSPs, SCPs, Signaling Points ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.

"Service Provider Number Portability" or "SPNP" means the technical ability to enable a Customer to change service providers and retain its telephone number within its current LEC or CLEC wire center serving area, in conjunction with a technically compatible Exchange Service provided by any duly authorized LEC or CLEC, regardless of whether the customers' chosen LEC or CLEC is the carrier which originally assigned the number to the customer. SPNP utilizes the network architecture and provisioning processes associated with PNP.

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"Spectrum Compatibility" refers generally to the ability of various loop technologies to reside and operate in close proximity while not significantly degrading each other's performance. For the purposes of issues regarding Spectrum Compatibility, "significantly degrading" means an action that noticeably impairs a service from a user's perspective.

* "Switch" means a switching or packet routing device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to end office Switches, tandem Switches, access tandem Switches, and remote switching modules. Switches may be employed as a combination of end office/tandem Switches. In no event may MCIm use this definition to assert that it should receive tandem reciprocal compensation from Pacific.

"Switched Access" service means an offering of access to services or facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services includes: Feature Group A ("FGA)", Feature Group B ("FGB"), Feature Group C ("FGC"), Feature Group D ("FGD"), Toll Free Service, 700 and 900 access. Switched Access service does not include traffic exchanged between LECs for the purpose of local exchange interconnection.

"Switched Access Meet Point Billing" see definition of Meet Point Billing.

"Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

"Telephone Exchange Service" is defined in the Act.

"Toll Free Service" means service provided with any dialing sequence that invokes toll-free, i.e., 800-like, service processing.

"Toll Traffic" means InterLATA or IntraLATA traffic falling outside of the normal local calling area as defined by the Commission.

"Trunk(s)" means a communication line between two switching systems.

"Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity, for example, another Central Office switch. Trunk-Side connections offer those transmission and signaling features per Industry Standards appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

Unbundled Network Element is defined in the Act. When used herein, the terms Network Element, UNE and network element all have the meaning of Unbundled Network Element.

"Wire Center" means the physical structure where PACIFIC terminates subscriber outside cable plant (i.e. their local lines) with the necessary testing facilities to maintain them. This is usually,

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the same location as a Class 5 central office. A wire center might have one or several Class 5 central offices, also called public exchanges or simply switches.

"Wireless Service Provider or "WSP" means a provider of Commercial Mobile Radio Services ("CMRS") e.g., cellular service provider, Personal Communications Services provider, or paging service provider.

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

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APPENDIX
ABT

APPENDIX ABT

1. This Appendix Alternately Billed Traffic ("ABT") sets forth the terms and conditions for the exchange of record detail and settlement of revenues for all MCIm CATS Messages, MCIm Non-CATS Messages and California 900/976 Messages, as set forth in this Appendix ABT when MCIm pursuant to this Agreement is a reseller of Pacific's local services and/or MCIm has purchased UNE-P from Pacific.

2. DEFINITIONS

2.1 Telcordia Client Company means Pacific and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.

2.2 CMDS Host means the Telcordia Client Company that acts on behalf of a LEC to distribute and settle Customer message detail through CMDS to other participating LECs.

2.3 California 900 Messages means 900 calls transported by Pacific pursuant to Schedule Cal. P.U.C. A.9.3 which originate on a MCIm Subscriber line.

2.4 California 976 Messages means 976 calls transported by Pacific pursuant to Schedule Cal. P.U.C. A.9.5.2 which originate on a MCIm Subscriber line.

2.5 Calling Card and Third Number Settlement ("CATS") means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company.

2.6 Centralized Message Data System I ("CMDS") means the industry-wide data collection system located in Kansas City, Missouri, which handles the daily exchange of toll message details between participating telephone companies. CMDS toll message detail is defined as Collect, Calling Card and Third Number Billed Messages that are originated in one company and billed by another company.

2.7 MCIm CATS Messages means intralata and local messages transported by another provider of local exchange service but which are billed to a billing number belonging to a MCIm Subscriber and the billing number is in a different Telcordia Client Company territory from the originating and terminating telephone numbers.

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2.8 MCIm Collect Messages means intraLATA and local messages where the charges are billed to the called Customer who is a MCIm Subscriber and where the Transporting LEC is Pacific or any other LEC.

2.9 MCIm Non-CATS Messages means MCIm Collect Messages and/or MCIm Third Number Billed Messages as those terms are defined herein.

2.10 MCIm Subscriber means an Customer who has authorized MCIm to provide the Customer with local exchange service and MCIm provides the local exchange service through Pacific's tariffed local access services.

2.11 MCIm Third Number Billed Messages means intraLATA or local messages where (i) the charges are billed to a MCIm Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Pacific or any other LEC, and (iii) the originating and billed telephone numbers are located in the same Telcordia Client Company territory.

2.12 Transporting LEC means the LEC providing the local exchange service on the line on which the call originates.

3. This Appendix ABT specifies the rights and obligations of the Parties with respect to the distribution and/or settlement of MCIm CATS and MCIm Non-CATS Messages billed to an MCIm Subscriber where Pacific or any other LEC is the Transporting LEC.

4. This Appendix includes the following Exhibits, which are incorporated herein by this reference:

Exhibit A - *[INTENTIONALLY OMITTED]*
Exhibit B - Non-CMDS Outcollects Report
Exhibit C - Non-CATS CLC Settlement Report

5. Pacific may receive rated MCIm CATS Messages and MCIm Non-CATS Messages through CMDS, from one of the LECs for which Pacific is the CMDS Host, or from Pacific for messages originating within Pacific's network. Pacific shall forward rated MCIm CATS Messages and MCIm Non-CATS Messages to MCIm via a daily feed of unrated call detail records agreed upon by the Parties. All message detail shall be in EMR industry standard format agreed upon by the Parties and shall be exchanged at agreed upon intervals. Pacific shall also provide revenue settlement for all such messages; provided, however, that revenue settlement for MCIm Non-CATS Messages shall only be provided by Pacific with those LECs that Pacific has executed an agreement covering the settlement of Non-CATS Messages. Pacific shall provide MCIm with a list of all such LECs upon request.

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6. This Appendix ABT does not cover the distribution, settlement or billing of 900/976 calls transported by Pacific pursuant to Schedule Cal.P.U.C. Nos. A.9.5.3 and A.9.5.2 ("California 900/976 Messages") that originate from a MCIm Subscriber's telephone number. As a part of provisioning local service for MCIm, Pacific shall block access of MCIm Subscribers to all 900/976 numbers including California 900/976 numbers when MCIm requests such blocking on the service request form.

7. RESERVED

8. To the extent contemplated by this Appendix ABT, Pacific shall compensate the Transporting LECs for messages originating outside of MCIm's network.

9. Requests by either Party for changes to existing services provided under this Appendix ABT or requests for new services not covered by this Appendix ABT shall be handled on an individual case basis with the prices, terms and conditions of the revised or new services to be separately negotiated.

10. For MCIm CATS Messages and MCIm Non-CATS Messages billed to MCIm Subscribers that Pacific forwards to MCIm as set forth in Section 5 above, Pacific shall calculate the amount due based on the following formula:

Rated Value of MCIm CATS and MCIm Non-CATS Messages
+ Pacific Settlement charge
- MCIm Billing Charge
= Amount Due Pacific

11. As used in Section 10 above, the following terms are defined as set forth below:

11.1. Rated Value of MCIm CATS and MCIm Non-CATS Messages means the total computed charges for MCIm CATS and MCIm Non-CATS Messages based on the Transporting LECs schedule of rates. Settlement of Non-CATS Messages is contingent on the conditions set forth in Section 5 above being satisfied.

11.2 Rejected Messages means the rated value of MCIm Non-CATS Messages that failed to pass the edits within the MCIm system and were returned to Pacific through CMDS.

11.3 Unbillable Messages means the rated value of MCIm Non-CATS Messages that were not billable to a MCIm Subscriber because of missing information in the

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billing record or other billing error, not the result of an error by MCIm, that are returned to Pacific through CMDS.

11.4 MCIm Billing Charge means the MCIm per message billing rate, as set forth in Exhibit A, times the number of MCIMr CATS and MCIm Non-CATS Messages forwarded by Pacific to MCIm.

11.5 Pacific Settlement Charge means the Pacific per message settlement charge, set forth in Exhibit A, times the number of Customer CATS and Non-CATS Messages forwarded by Pacific to Customer. Only Customer CATS and Non-CATS Messages for which the Transporting LEC is other than Pacific shall be included in the calculation of the Pacific Settlement Charge.

12. Within 15 business days following the end of each calendar month, Pacific shall provide MCIm with the following documents:

12.1 Non-CMDS Outcollects Report in the form of Exhibit B, as modified by Pacific over time, that calculates the Amount Due Pacific as set forth in Section 10.

12.2 An invoice setting forth the Amount Due Pacific (the "Invoice").

13. MCIm shall have 22 days from receipt of the Invoice to pay the Amount Due Pacific penalty free. Payments shall be made by check or ACH unless otherwise agreed by the Parties.

13.1. If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.

13.2. Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due Pacific received after the payment date, multiplied by a late factor. The late factor shall be that set forth in the Appendix GT&C. Any Late Payment Charge shall be included in the next applicable payment.

13.3. Should MCIm dispute any portion of the amount due, MCIm shall notify Pacific in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

14. That portion of the Amount Due Pacific, calculated as set forth in Section 10, attributable to LECs for which Pacific is the CMDS Host shall be settled between Pacific and the LECs as set forth in the agreement under which Pacific provides the CMDS Hosting

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Service to the LEC. Pacific shall provide MCIm with an updated list in writing of all LECs for which Pacific is the CMDS Host.

15. The Parties acknowledge that operational changes during the term of this Agreement may render obsolete certain terms and conditions of this Appendix ABT. Upon written request by either Party, the Parties shall meet to renegotiate in good faith the terms and conditions of this Appendix ABT. If the Parties have not reached agreement on terms and conditions for a successor Appendix ABT within ninety (90) days of either Party's request for re-negotiation, either Party may seek resolution of disputed issues pursuant to the terms of Section 29.13 of the General Terms and Conditions of this Agreement.

16. In addition to the notice provisions in the General Terms & Conditions of this interconnection agreement, all notices or other communication regarding the subject matter of this Appendix ABT hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, return receipt requested and addressed as follows:

MCIm:

Worldcom
Mass Markets Financial Services
LEC Billing & Collection
707 17th St.
Suite 4200
Denver, CO 80202

With a copy to:

Worldcom
Law & Public Policy
701 S. 12th St.
Arlington, VA 22202

Pacific:

Contract Administration
Attn: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section

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17. RATE SCHEDULE

MCIm Billing Charge	$0.05 per message
Pacific Settlement Charge	$0.016 per message

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Exhibit C

NON-CATS CLC SETTLEMENT SUMMARY REPORT

Billed Net Revenue	Number NET REV of Messages	Billing Charges	Settlement Charges	Net Revenue Billed Source	Earned Billing Revenue	Number Settlement of Messages	Billing Charges	Net Revenue Charges Earned	Settlement NET REV. Revenue Earned
XXXX XXXX									
Pacific Bell									
$##,###,###.##	##,###	$##,###.##	$###.##	$##,###,###.##	$##,###,###.##	##,###	$#,###.##	$###.##	$##,###,###.##
Non-Pacific Bell									
$##,###,###.##	##,###	$##,###.##	$###.##	$##,###,###.##	$##,###,###.##	##,###	$##,###.##	$###.##	$##,###,###.##

NOTE: For credits (CR) in last column (NET REV.), a check should be rendered in that amount by Pacific Bell on behalf of xxxx.
For Debits, a check should be received in that amount by Pacific Bell on behalf of xxxx.

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Billed By Company (e.g. XYZ)
OCN:----------

NON-CMDS OUTCOLLECTS

(LC46 Report)
Effective 3/1

	INTERSTATE				INTRASTATE			
	INTRA		INTER		INTRA		INTER	
Revenue Exch. Rcds	# Msgs.	$'s	# Msgs.	$'s	# Msgs.	$'s	# Msgs.	$'s
- Collectibles	10	50.00	0	0	1000	10,000.00	10	10.00
- Billing and Collection (.05 per message)		($.50)				($ 50.00)		($.50)
- Ret. Uncollect.	1	2.50	0	0	10	60.00	0	0
Recording Services	15		11		22		19	
Sub-Total	26	$52.00	11	0	1032	$10,010.00	29	$9.50
Msg. Processing charge @ .014 per msg.		$ .26		$ .11		$ 10.32		$ .29
Total		$52.26		$ .11		$10,020.32		$ 9.79
	# Messages	MOU	# Messages	MOU	#	MOU	# Messages	MOU
Access/Interconnection								
- CABS - MOU	50	100	0	0	850	19,450	5	60
- CABS Cancel	2		0	0	35	120	0	
End User Billing								
- 800 Service	1		0	0	72	15	2	0
- Errored Returns	50							
- Other Services	0	0	0	0	60	45		

NOTES:
- Assumption is that all settlements will be handled as Net-Settlements
- One report will be created for each tape transmitted and a copy will be sent with each tape.
- A monthly summary will be created. Work effort 8852

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APPENDIX:

COLLOCATION

TABLE OF CONTENTS

1. GENERAL OFFERING 4
2. DEFINITIONS 8
3. PHYSICAL COLLOCATION 9
4. SPACE AVAILIBILITY 10
5. PREMISES AND PREPARATION 11
6. TERM 14
7 PREMISES CHARGES 15
8. POINT OF TERMINATION 18
9. USES OF PREMISES 18
10. VIRTUAL COLLOCATION INTERCONNECTION 21
11. STANDARDS 23
12. POWER 24
13. OPERATIONAL RESPONSIBILITIES 25
14. CASUALTY LOSS 26
15. RE-ENTRY 27
16. LIMITATION OF LIABILITY 27
17. INDEMNIFICATION OF PACIFIC 27
18. SERVICES, UTILITIES, MAINTENANCE AND FACILITIES 28
19. SUCCESSORS BOUND 29
20. NOTICES 289
21. COMPLIANCE WITH LAWS 30
22. OSHA STATEMENT 30
23. INSURANCE 30

* represents a Non-Voluntary Arrangement

24. PROTECTON OF SERVICE AND PROPERTY 31

25. PURPOSE AND SCOPE OF THIS APPENDIX 33

26. MISCELLANEOUS 35

27. INCORPORATION BY REFERENCE 35

* represents a Non-Voluntary Arrangement

APPENDIX COLLOCATION

1. GENERAL OFFERING

1.1 This Appendix sets forth the descriptions and requirements for Collocation that PACIFIC offers and will provide to MCIm under this Agreement.

1.2 PACIFIC will provide Physical Collocation to MCIm pursuant to 47 U.S.C. § 251(c)6 on a non-discriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act, and applicable FCC rules thereunder. Physical Collocation includes standard cage, shared cage, cageless, adjacent structure and other technically feasible collocation arrangements as described in the FCC's First Report and Order, FCC 99-48, CC Docket No. 98-147, released March 31, 1999 ("FCC 99-48").

1.3 PACIFIC will provide Virtual Collocation to MCIm pursuant 47 U.S.C. § 251(c)(6), FCC rules promulgated thereunder (e.g. 47 C.F.R. § 51.323) and Commission decision.

1.4 PACIFIC will provide Common Area Collocation to MCIm where technically feasible and space is available.

1.5 PACIFIC will provide cages with less than 100 square feet for those offices where only less than 100 square feet is available.

1.6 PACIFIC will allow MCIm to sub-lease Collocation space under the terms and conditions further defined in this appendix.

1.7 The Parties are obligated to comply with the requirements of FCC 99-48 regarding shared collocation, including the following FCC language: we require incumbent LECs to make shared collocation cages available to new entrants. A shared collocation cage is a caged collocation space shared by two or more competitive LECs pursuant to terms and conditions agreed to by the competitive LECs. In making shared cage arrangements available, incumbent LECs may not increase the cost of site preparation or nonrecurring charges above the cost for provisioning such a cage of similar dimensions and material to a single collocating party. In addition, the incumbent must prorate the charge for site conditioning and preparation undertaken by the incumbent to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating carrier based on the percentage of the total space utilized by that carrier. In other words, a carrier

should be charged only for those costs directly attributable to that carrier. The incumbent may not place unreasonable restrictions on a new entrant's use of a collocation cage, such as limiting the new entrant's ability to contract with other competitive carriers to share the new entrant's collocation cage in a sublease-type arrangement. In addition, if two or more competitive LECs who have interconnection agreements with an incumbent LEC utilize a shared collocation arrangement, the incumbent LEC must permit each competitive LEC to order UNEs to and provision service from that shared collocation space, regardless of which competitive LEC was the original collocator.

1.8 PACIFIC efforts to assist MCIm to interconnect at nearby locations are provided for in Appendix NIM.

1.9 The Parties are obligated to comply with the requirements of FCC 99-48 regarding adjacent structure collocation, including the following FCC language: we require incumbent LECs, when space is legitimately exhausted in a particular LEC premises, to permit collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible. Such a requirement is, we believe, the best means suggested by commenters, both incumbents and new entrants, of addressing the issue of space exhaustion by ensuring that competitive carriers can compete with the incumbent, even when there is no space inside the LEC's premises. Because zoning and other state and local regulations may affect the viability of adjacent collocation, and because the incumbent LEC may have a legitimate reason to exercise some measure of control over design or construction parameters, we rely on state commissions to address such issues. In general, however, the incumbent LEC must permit the new entrant to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. The incumbent must provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as traditional collocation arrangements.

In addition, pursuant to 47 CFR Section 51.323(k)(3), PACIFIC must permit MCIm to place coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either PACIFIC or another party.

1.10 The Parties are obligated to comply with the requirements of FCC 99-48 regarding cageless collocation, including the following FCC language: we require incumbent LECs to make cageless collocation arrangements available to requesting carriers. In general, we agree with commenters that the use of a caged collocation space results in the inefficient use of the limited space in a LEC premises, and we consider efficient use of collocation space to be crucial to the continued development of the competitive telecommunications market. While we do not prevent incumbent LECs from offering caged collocation arrangements, we require incumbent LECs to make cageless collocation available so as to offer competitors a choice of arrangements. Subject only to technical feasibility and the

permissible security parameters outlined below, incumbent LECs must allow competitors to collocate in any unused space in the incumbent LEC's premises, without requiring the construction of a room, cage, or similar structure, and without requiring the creation of a separate entrance to the competitor's collocation space. We further agree with commenters that incumbent LECs may require competitors to use a central entrance to the incumbent's building, but may not require construction of a new entrance for competitors' use, and once inside the building incumbent LECs must permit competitors to have direct access to their equipment. Incumbent LECs may not require competitors to use an intermediate interconnection arrangement in lieu of direct connection to the incumbent's network if technically feasible, because such intermediate points of interconnection simply increase collocation costs without a concomitant benefit to incumbents. In addition, an incumbent LEC must give competitors the option of collocating equipment in any unused space within the incumbent's premises, to the extent technically feasible, and may not require competitors to collocate in a room or isolated space separate from the incumbent's own equipment. The incumbent LEC may take reasonable steps to protect its own equipment, such as enclosing the equipment in its own cage, and other reasonable security measures as discussed below. The incumbent LEC may not, however, require competitors to use separate rooms or floors, which only serves to increase the cost of collocation and decrease the amount of available collocation space. The incumbent LEC may not utilize unreasonable segregation requirements to impose unnecessary additional costs on competitors. Incumbent LECs must also ensure that cageless collocation arrangements do not place unreasonable minimum space requirements on collocating carriers. Thus, a competitive LEC must be able to purchase collocation space sufficient, for example, to house only one rack of equipment, and should not be forced to purchase collocation space that is much larger than the carrier requires. We require incumbent LECs to make collocation space available in single-bay increments, meaning that a competing carrier can purchase space in increments small enough to collocate a single rack, or bay, of equipment. We conclude that this requirement serves the public interest because it would reduce the cost of collocation for competitive LECs and it will reduce the likelihood of premature space exhaustion. We rely on state commissions to ensure that the prices of these smaller collocation spaces are appropriate given the amount of space in the incumbent LEC's premises actually occupied by the new entrants.

1.11 The Parties are obligated to comply with the requirements of FCC 99-48 regarding other technically feasible collocation arrangements, including the following FCC language: [w]e recognize that different incumbent LECs make different collocation arrangements available on a region by region, state by state, and even central office by central office basis. Based on the record, we now conclude that the deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a competitive LEC seeking collocation in any incumbent LEC premises that such an arrangement is technically feasible. Such a presumption of technical feasibility, we find, will encourage all LECs to explore a

wide variety of collocation arrangements and to make such arrangements available in a reasonable and timely fashion. We believe this "best practices" approach will promote competition. Thus, for example, a competitive LEC seeking collocation from an incumbent LEC in New York may, pursuant to this rule, request a collocation arrangement that is made available to competitors by a different incumbent LEC in Texas, and the burden rests with the New York incumbent LEC to prove that the Texas arrangement is not technically feasible. The incumbent LEC refusing to provide such a collocation arrangement, or an equally cost-effective arrangement, may only do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

1.12 The Parties are obligated to comply with the requirements of FCC 99-48 regarding security arrangements, including the following FCC language: incumbent LECs may impose security arrangements that are as stringent as the security arrangements that incumbent LECs maintain at their own premises either for their own employees or for authorized contractors. To the extent existing security arrangements are more stringent for one group than for the other, the incumbent may impose the more stringent requirements. Except as provided below, we conclude that incumbent LECs may not impose more stringent security requirements than these. Stated differently, the incumbent LEC may not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent LEC's equipment. Incumbent LECs may establish certain reasonable security measures that will assist in protecting their networks and equipment from harm. The incumbent LEC may not, however, unreasonably restrict the access of a new entrant to the new entrant's equipment. We permit incumbent LECs to install, for example, security cameras or other monitoring systems, or to require competitive LEC personnel to use badges with computerized tracking systems. Incumbent LECs may not use any information they collect in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with other carriers. We expect that state commissions will permit incumbent LECs to recover the costs of implementing these security measures from collocating carriers in a reasonable manner. We further permit incumbent LECs to require competitors' employees to undergo the same level of security training, or its equivalent, that the incumbent's own employees, or third party contractors providing similar functions, must undergo. The incumbent LEC may not, however, require competitive LEC employees to receive such training from the incumbent LEC itself, but must provide information to the competitive LEC on the specific type of training required so the competitive LEC's employees can complete such training by, for example, conducting their own security training.

1.13 The terms and conditions of Physical Collocation contained in PACIFIC's Schedule Cal. P.U.C. No. 175-T, Section 16 shall be applicable to all forms of

Physical Collocation provided for herein. To the extent PACIFIC's Schedule Cal. P.U.C. No. 175-T, Section 16 does not contain terms and conditions concerning a specific form of Physical Collocation listed in section 1.2 of this Appendix, the terms and conditions contained in PACIFIC's Accessible Letter MCImC99-200, dated May 28, 1999, shall be applicable.

2. DEFINITIONS

2.1 MCIm Telecom Equipment

MCIm Telecom equipment means telecommunications equipment as to which PACIFIC is required to permit collocation for interconnection to PACIFIC or access to PACIFIC's unbundled network elements pursuant to the Act, applicable state and FCC rules, and paragraphs 579-582 of the FCC's First Report and Order, FCC 96-325, 11 FCC Rcd 15499 (1996) ("First Interconnection Order") and FCC 99-48. Such telecommunications equipment includes but is not limited to:

(a) transmission equipment includes but is not limited to, optical terminating equipment, routers, ATM multiplexers, IDLC's, RSM's, concentrators, DSLAMs, DSL equipment and similar equipment, where such transmission equipment has been proven and accepted to not cause harm in either Party's network. In no event will RSM's be used for switching functions, but may only be used to access UNE's.

(b) equipment for the termination of basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 as of August 1, 1996; and

(c) such additional telecommunications equipment that may be agreed to by PACIFIC and MCIm, or designated in future FCC or State Commission ("Commission") decisions.

2.2 Eligible Structure

The structure in which the Premises is located, and is:

(a) a PACIFIC tandem office, central office, or serving wire center; or

(b) a building or similar structure owned, licensed or leased by PACIFIC that houses its network facilities; or

(c) a structure that houses Pacific network facilities on public rights-of-way (or non-public rights-of-way with the consent of the owner).

(d) an arrangement mutually agreed to by the Parties.

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2.3 Physical Collocation

Physical Collocation is as defined in 47 C.F.R. § 51.5. Physical Collocation includes standard cage, shared cage, cageless, adjacent structure and other technically feasible collocation arrangements as described in FCC 99-48.

2.4 Physical Collocation Arrangement

Refers to a single, specific provision of Physical Collocation in a particular Premise.

2.5 Power

Refers to any electrical power source for use in or used within the Premises or Eligible Structure.

2.6 Premises

The space designated for MCIm's Physical Collocation arrangement.

2.7 Virtual Collocation

Virtual Collocation is as defined in 47 C.F.R. § 51.5.

3. PHYSICAL COLLOCATION

3.1 APPLICATION

MCIm shall complete and submit, along with any applicable charges including engineering Design Charges, the then standard PACIFIC application for Physical Collocation. Such application and associated instructions can be found in PACIFIC's "Collocation Services Handbook" (as defined in Section 12.1(b)). PACIFIC shall notify MCIm of substantive changes in the Handbook, at a minimum, via Accessible Letters.

3.2 Pacific is not required to permit the collocation of equipment that is not necessary for either access to UNEs or for interconnection, such as equipment used exclusively for switching or for enhanced services. In objecting to the collocation of equipment on the grounds of safety or engineering standards, Pacific shall comply with the provisions of 47 CFR Sec. 51.323(b) and (c).

4. SPACE AVAILABILITY - Physical Collocation

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4.1 In denying collocation requests on the basis of reservation of space, Pacific shall comply with all applicable regulatory requirements. For caged Physical Collocation, PACIFIC will provide space as required by MCIm up to 400 square feet in 100 square foot increments.

4.2 In exhaust situations PACIFIC and MCIm agree to follow the process set forth in current Commission orders and FCC 99-48, paragraphs 57 – 58 , including the following FCC 99-48 language:

4.2.1 An incumbent LEC must submit to a requesting carrier within ten days of the submission of the request a report indicating the incumbent LEC's available collocation space in a particular LEC premises. This report must specify the amount of collocation space available at each requested premises, the number of collocators, and any modifications in the use of the space since the last report. The report must also include measures that the incumbent LEC is taking to make additional space available for collocation. In addition to this reporting requirement, we adopt the proposal of Sprint that incumbent LECs must maintain a publicly available document, posted for viewing on the Internet, indicating all premises that are full, and must update such a document within ten days of the date at which a premises runs out of physical collocation space. Such requirements will allow competitors to avoid expending significant resources in applying for collocation space in an incumbent LEC's premises where no such space exists. We expect that state commissions will permit incumbent LECs to recover the costs of implementing these reporting measures from collocating carriers in a reasonable manner.

4.2.2 We require the incumbent LEC to permit representatives of a requesting telecommunications carrier that has been denied collocation due to space constraints to tour the entire premises in question, not just the room in which space was denied, without charge, within ten days of the denial of space.

4.3 PACIFIC will make space available within or on its Premises to MCIm and other requesting telecommunications carriers on a first-come, first-serve basis, provided,however, that PACIFIC is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Except if required by Commission orders, PACIFIC is not required, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space or facilities to be used, space or facilities subject to the provisions hereof, or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. PACIFIC may reserve space for PACIFIC's own future uses except to the extent limited by the

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Commission and the FCC. MCIm shall have the right to reserve space in an eligible structure for such time period, terms and conditions as may be ordered by the Commission.

4.4 To the extent possible, PACIFIC will make contiguous space available to MCIm if MCIm seeks to expand an existing Physical Collocation arrangement and such request meets PACIFIC's non-discriminatory practices regarding efficient space utilization.

4.5 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, PACIFIC will take into account known demand and will consider forecasted demand for Collocation.

4.6 PACIFIC may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Interconnection Order; provided, however, that PACIFIC shall not set a maximum space limitation on MCIm with respect to warehousing, unless PACIFIC proves to the Commission that space constraints make such restrictions necessary. PACIFIC shall allow MCIm to augment its collocation space when it reaches a 60% utilization rate and shall allow MCIm to begin the application process for such augmentation prior to reaching the 60% utilization rate if MCIm expects to achieve 60% utilization before the process is completed.

4.7 PACIFIC is obligated to remove obsolete, unused equipment pursuant to 47 CFR 51.321(i).

5. PREMISES AND PREPARATION

5.1 PACIFIC will construct the Premises in compliance with the Parties mutually agreed-upon design for cable holes, ground bars, doors, and convenience outlets. Pacific shall be authorized to assess to MCIm an Engineering Design Charge (EDC) if and when such a charge is approved on a generic basis in the collocation phase of the OANAD proceeding. After MCIm has made the initial preparation payment required in any applicable Pacific Physical Collocation Tariff or hereunder (with the EDC should it be approved in OANAD), PACIFIC agrees to pursue diligently the preparation of the Premises for use by MCIm.

5.2 PACIFIC shall provide positive confirmation within 10 days from receipt of the application that the application is accepted and if space is available or denied. The Parties agree to use reasonable good faith efforts to correct minor inadequacies in the application without the necessity of restarting the application process.

5.3 When available PACIFIC shall provide the following to MCIm at the "Initial Contact," which is described in the Collocation Services Handbook:

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(a) non-architectural drawings depicting the location and dimensions of the Premises and any physical obstructions;

(b) Telephone Equipment drawings depicting the path with dimensions for MCIm outside plant fiber ingress/egress into the Eligible Structure and Premises, if MCIm fiber is to be brought to the Physical Collocation arrangement;

(c) PACIFIC or industry technical publication guidelines that impact the design of MCIm Telecom Equipment;

(d) work restriction guidelines;

(e) escalation process for PACIFIC representatives (names, telephone numbers, escalation order) for any dispute or problem that might arise pursuant to MCIm's Physical Collocation;

(f) PACIFIC contacts (name and telephone number) for the following areas, with MCIm to provide a list with counterparts for each such area:

(i) Engineering
(ii) Physical & Logical Security
(iii) Provisioning
(iv) Billing
(v) Operations
(vi) Site and/or Building Managers

5.4 PACIFIC shall provide positive confirmation to MCIm when construction of MCIm Premises is underway. PACIFIC will use its reasonable good faith efforts, to ensure that a second meeting of MCIm and PACIFIC representatives, shall commence within 40 days of acceptance of the application. The purpose of the meeting is to address a Physical Collocation application ("Second Customer Meeting"). PACIFIC shall notify MCIm of the scheduled completion and turnover dates, and shall provide MCIm the following:

(a) available drawings depicting the path, with dimensions, for MCIm's fiber ingress/egress into the Premise, and

(b) available power cabling connectivity information, including drawings, identifying the sizes and number of power feeders.

5.5 MCIm and PACIFIC will complete an acceptance walk-through of the Premises prior to turning the Premises over to MCIm. Exceptions that are noted during this

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acceptance walk-through shall be corrected by PACIFIC as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than 5 business days after the walk through. The correction of these exceptions from MCIm's Physical Collocation request shall be at PACIFIC's expense.

5.6 PACIFIC shall ensure that the Premises and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by PACIFIC in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

5.7 Movement of Premises

(a) In the event that PACIFIC reasonably determines it necessary for the Premises to be moved within the Eligible Structure or to another PACIFIC structure where Physical Collocation is offered, MCIm is required to do so. The contract's dispute resolution procedures shall be invoked in instances where PACIFIC and MCIm disagree over the justification for relocation. MCIm shall be required to pay the cost of relocation only if deemed necessary by the dispute resolution process, and when the circumstances are beyond the reasonable control of Pacific. In instances where relocation was caused by Pacific's inadequate central office planning, Pacific will be required to pay the relocation cost.

(b) In the event that MCIm requests that the Premises be moved within the Eligible Structure or to another PACIFIC structure where Physical Collocation is offered, PACIFIC shall permit MCIm to relocate, subject to the availability of space and associated requirements. MCIm shall be responsible for all applicable charges associated with the move, including the reinstallation of MCIm Telecom Equipment and the preparation of the new structure to which the Physical Collocation arrangement is to be moved.

(c) In either such event, the new premises shall be deemed the "Premises" hereunder and the new structure the "Eligible Structure."

5.8 MCIm may request diversity of fiber and/or power cabling in accordance with the process set forth in Section 7.3 of this Appendix.

5.9 Reasonable access to restrooms will be provided in accordance with FCC 99-48, paragraph 49.

5.10 PACIFIC will contract for and perform the construction and preparation activities underlying the "Preparation Charge," including the "Common Charge," the "Premises Charge," and the "Subcontractor Charges," and any "Custom Work"

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charges, using the same or consistent practices that are used by PACIFIC for other construction and preparation work performed in the Eligible Structure.

5.10.1 Notwithstanding the above, PACIFIC will permit MCIm to subcontract the construction of appropriate Physical Collocation arrangements with contractors approved by PACIFIC, provided that PACIFIC will not unreasonably withhold approval of contractors. Approval by PACIFIC will be based on the same criteria PACIFIC uses in approving contractors for its own purposes.

6. TERM

6.1 Unless otherwise terminated by MCIm providing sixty (60) days' written notice, any Physical Collocation arrangement hereunder shall terminate when and in the same manner that this Agreement terminates unless a successor agreement provides for similar collocation.

6.2 Unless there are unusual circumstances, a Physical Collocation arrangement shall be established within one hundred twenty (120) calendar days in most cases; provided however, that PACIFIC shall use its good faith reasonable efforts to establish such arrangements in less time. PACIFIC will promptly notify MCIm upon completion of the preparation of the Premises and will permit MCIm's use thereof as soon as such arrangements are available.

6.3 MCIm must place MCIm Telecom Equipment in the Premises and interconnect to PACIFIC's network or to its unbundled network elements within one hundred eighty (180) calendar days after receipt of such notice as described in 6.2. If MCIm fails to do so, PACIFIC may, upon notice, terminate that Physical Collocation arrangement, and MCIm shall be liable in an amount equal to the unpaid balance of the charges, if any due under and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. Upon return of space, if another MCIm takes possession of that space and PACIFIC recovers an equivalent installation charge from the second collocator or if PACIFIC uses the space for itself, PACIFIC will refund the applicable charges for installation paid by MCIm. For purposes of this Section, MCIm Telecom Equipment is considered to be interconnected when physically connected to PACIFIC's network or a PACIFIC unbundled network element for the purpose of MCIm providing a telecommunications service.

6.4 If space is needed by another carrier and MCIm is willing to surrender that space, PACIFIC will refund the applicable non-recurring charges for cage installation paid by MCIm.

7. PREMISES CHARGES

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7.1(a) The charges for a Physical Collocation arrangement in an Eligible Structure where interstate expanded interconnection is required to be provided pursuant to 47 C.F.R. §§ 64.1401(a), 64.1401(b) shall be as set forth in PACIFIC's FCC Tariff No. 128, Section 16. To the extent that any of those FCC charges are subject to appeal, the result of any such appeal and subsequent remand proceedings at the FCC shall be retroactively applied to any Physical Collocation arrangement ordered or provided under any such charge.

(b) The charges for a Physical Collocation arrangement in an Eligible Structure shall be as set forth in PACIFIC's Schedule Cal. P.U.C. No. 175-T, Section 16. To the extent charges for a specific form of Physical Collocation listed in section 1.2 of this appendix are not contained in PACIFIC's Schedule Cal. P.U.C. No. 175-T, Section 16, the charges set forth in PACIFIC's Accessible Letter MCImC99-200, dated May 28, 1999, shall be applicable. With the exceptions noted below, all charges for all forms of Physical Collocation are subject to true-up retroactive to the date of this agreement based on the outcome of the collocation pricing phase of OANAD. Standard cage and shared cage collocation charges are not subject to the aforementioned true up, except for site preparation, conditioning charges, BFR and ICB pricing. Any collocation rates approved by the Commission, for any forms of Physical Collocation, subsequent to the Effective Date of this Agreement shall replace the rates described above prospectively at such time as the Commission decision becomes final and no longer subject to appeal.

7.2 In the event that any MCIm-Telecom Equipment, when technically feasible, that is to be placed in the Premises was not contemplated by that tariff (which was based upon the requirements of 47 C.F.R. § 64.1401), MCIm may be subject to additional charges under an ICB if PACIFIC's costs of providing the necessary Premises requirements (*e.g.*, space, power, environmental, grounding) for any such MCIm Telecom Equipment is not recovered by those tariffed rates. However, PACIFIC may only charge MCIm Commission approved charges on a pro-rated basis so the first collocator in a particular incumbent premises will not be responsible for the entire cost of site preparation. Any ICB quote shall be included as part of the quote provided to MCIm in response to its Physical Collocation application. To the extent that any such quote separately states a quote for subcontractor charges, such charges shall be subject to the true-up process contemplated in the following:

Within sixty (60) business days of receipt of all subcontractor bills, Pacific will perform a true-up of all ICB quoted charges using the actual amounts billed by subcontractors. Any amounts charged above the Subcontractor Charges will be billed to MCIm or, alternatively, any amount below such charges will be remitted to MCIm.

In addition, the charges and terms specified in 7.3 (b), (c), (d) and (g) following shall apply.

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7.3 The charges for a Physical Collocation arrangement that is provided in an Eligible Structure not included in Section 7.1("Eligible Structure") shall be determined on a bona fide request basis in accordance herewith.

(a) A bona fide request quote will be prepared and provided to MCIm thirty (30) calendar days after it submits an application and any applicable Engineering Design Charge for a Physical Collocation arrangement in an Other Eligible Structure. Should MCIm submit six (6) or more applications within five (5) business days, the quotation interval will be increased by ten (10) calendar days for every five (5) applications. This requirement also applies to any revisions to applications. If Pacific cannot meet the thirty (30) calendar day interval stated above because multiple collocators submitted multiple applications at the same time, Pacific will inform the collocators of this situation within five (5) calendar days of receiving the applications and will establish new quotation intervals utilizing the above criteria.

(b) The quote shall consist of the following components:

(i) monthly recurring charges; and

(ii) the estimate of the one-time charge associated with preparing the Premises for Physical Collocation (the "Preparation Charge"), which will consist of two components: (A) the charge to MCIm associated with modifying the Eligible Structure to provide Physical Collocation ("Common Charge"), and (B) the charge associated with preparing the Premises ("Premises Charge"). Of the Preparation Charge, a separate amount will be estimated for total subcontractor charges ("Subcontractor Charges"); and

(iii) any custom work charge needed to create or vacate an entrance facility for MCIm ("Custom Work").

(c) MCIm will have sixty-five (65) business days in which to either accept or reject PACIFIC's quote. After that time, a new quote is required. Space is not reserved until a quotation is accepted. PACIFIC will extend the quote period additional (10) business days if prior to the end of the 65th day of expiration, a letter is received from MCIm expressing their desire to extend the quote period.

(d) Prior to any PACIFIC obligation to start any preparation of the Premises, MCIm shall pay PACIFIC fifty percent (50%) of the quoted Premises Charge, fifty percent (50%) of the quoted Common Charges, and eighty-five percent (85%) of any quoted Custom Work charge. Such amounts

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shall be due no later than ten (10) business days after MCIm accepts the ICB quote. If such amounts are not received, the acceptance is deemed void and shall be treated as having not been given. Pacific will allow MCIm the option of submitting a surety bond to cover the fifty percent (50%) advance payment, in lieu of being given a check. The bond must be in the amount of fifty percent (50%) or greater of tariff or quoted cost of collocation. The required fifty-percent (50%) down payment must be received within thirty (30) days of commencement of construction.

(e) The remainder of the quoted Premises Charge, the quoted Common Charge, and any quoted Custom Work charge are due from MCIm before PACIFIC has any obligation to permit MCIm to occupy the Premises. PACIFIC will not permit MCIm to have access to the Premises for any purpose other than inspection until PACIFIC is in receipt of complete payment of all quoted non-recurring charges due hereunder.

(f) Subject to an appropriate non-disclosure agreement, PACIFIC will permit Initial MCIm to inspect supporting documents for the Preparation Charge, including the Common Charge if MCIm is the "initial physical collocator" (as such phrase used herein), the Premises Charge, and any Custom Work charge. Any dispute regarding such PACIFIC charges will be subject to the dispute resolution provisions outlined in the General Terms and Conditions of this Agreement. Initial Physical collocator shall be the only collocator that can dispute the Common Charge.

(g) Subject to FCC 99-48, paragraph 51, Pacific shall allocate space preparation, security measures and other collocation charges on a pro-rata basis. The initial MCIm to which PACIFIC provides Physical Collocation in a particular Eligible Structure shall be responsible for pro-rata costs incurred by PACIFIC associated with the preparation of that Eligible Structure to provide Physical Collocation in the space where Physical Collocation is to be located ("Initial Common Charge").

(h) The monthly recurring charge(s) in an Eligible Structure may be increased upon thirty (30) days' notice by PACIFIC.

7.4 In the event that MCIm terminates the Physical Collocation arrangement after PACIFIC has begun preparation of the Premises but before PACIFIC has been paid the entire non-recurring amounts due under this Appendix, then in addition to any other remedies that PACIFIC might have, MCIm shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include, as applicable, the non-recoverable cost of equipment and material ordered, provided or used; trued-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

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7.5 The monthly recurring charge(s) shall begin to apply after PACIFIC has completed all work and MCIm has accepted the Premises.

8. POINT OF TERMINATION

8.1 The EISCC charge will be as set forth in the pricing appendix.

8.2 MCIm shall have the right, at the point of termination for the cross connect, to assign the tie pair facilities and the channels on MCIm Telecom Equipment located within the premises, under MCIm's control, that are used for telecommunications service in the Physical Collocation arrangement.

9. USE OF PREMISES

9.1 The Premises are to be used by MCIm for purposes of placing MCIm Telecom Equipment for the purposes of interconnecting with PACIFIC under 47 U.S.C. § 251(c)(2), or obtaining access to its unbundled network elements under 47 U.S.C. § 251(c)(3). MCIm shall not use the Premises with the purpose of setting up an office, retail, storage or sales space. No signage or markings of any kind by MCIm shall be permitted outside of the Eligible Structure or on the grounds surrounding the Eligible Structure.

9.2 As described in PACIFIC's Collocation Handbook, a list of all of MCIm Telecom Equipment that will be placed within the Premises shall be set forth on MCIm's Physical Collocation application and any subsequent applications, which includes associated power requirements, floor loading, and heat release of each piece of MCIm Telecom Equipment.

9.3 MCIm agrees to pay any application, engineering design or similar charges that the Commission makes generally applicable to MCIm. In the event that subsequent to the submission of the Physical Collocation application and its list of MCIm Telecom Equipment with the required technical information, MCIm desires to place in the Premises any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation application, MCIm shall furnish to PACIFIC a written supplemental to its initial application and any Applicable Engineering Design Charge to cover such equipment or facilities and pay any applicable engineering design charges approved by the Commission. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, PACIFIC may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges approved by the Commission and any additional requirements such as

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power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both PACIFIC and MCIm of a final list and description and receipt by PACIFIC of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "MCIm Telecom Equipment."

9.4 MCIm may use the Premises for placement of MCIm and a Third Party's Telecom Equipment as defined in this appendix. MCIm's employees, agents and contractors shall be permitted access to the Premises at all reasonable times, provided that MCIm's employees, agents and contractors comply with PACIFIC's policies and practices pertaining to fire, safety and security. MCIm and PACIFIC agree to comply promptly with all laws, ordinances and regulations affecting the use of the Premises.

9.5 Other than the security restrictions described herein, PACIFIC shall place no restriction on access to MCIm's Premises by MCIm's employees and designated agents. Such space shall be available to MCIm designated agents twenty-four (24) hours per day each day of the week. PACIFIC will not impose unreasonable security restrictions for the Eligible Structure, including the Premises.

9.6 Upon the expiration of a Physical Collocation arrangement, MCIm shall surrender the Premises to PACIFIC, in the same condition as when first occupied by MCIm, ordinary wear and tear excepted.

9.7 MCIm Telecom Equipment, MCIm operating practices, or other activities or conditions attributable to MCIm that represent a demonstrable threat to PACIFIC's network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.

9.8 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment, facilities or any other item placed in the Premises shall not interfere with or impair service over PACIFIC's network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Premises, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the premises or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

9.9 PACIFIC will provide the connection between MCIm and other collocating telecommunications carriers via a Digital Cross Connect (DCS) or other telecommunications equipment at MCIm's expense in accordance FCC 99-48.

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9.10 Subject to the limitations and restrictions of this Appendix, MCIm may place or install in or on the Premises such fixtures and unpowered facilities as it shall deem desirable for the conduct of business. Personal property, fixtures and unpowered facilities placed by MCIm in the Premises shall not become a part of the Premises, even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as personal property and may be removed by MCIm at any time. Any damage caused to the Premises by the removal of such property shall be repaired at MCIm's expense.

9.11 In no case shall MCIm or any person or entity purporting to be acting through or on behalf of MCIm make any material change in or cause a material disruption to the Premises without the advance permission of PACIFIC which would not be unreasonably withheld. If PACIFIC performs any such construction, then associated cost shall be paid by MCIm in accordance with PACIFIC's ICB process. In no case shall MCIm or any person or entity purporting to be acting through or on behalf of MCIm make any change in or cause a material disruption to the Eligible Structure (outside the Premises) without the advance written permission and direction of PACIFIC, which would not be unreasonably withheld. PACIFIC will perform any such construction, and the associated cost shall be paid by MCIm in accordance with PACIFIC's ICB process.

10. VIRTUAL COLLOCATION

10.1 PACIFIC will provide for Virtual Collocation of MCIm's transport facilities and termination equipment for interconnection of MCIm's network facilities to PACIFIC's network or access to unbundled network elements. Such collocation shall be provided on a non-discriminatory basis in accordance with the requirements of the Act and the FCC's rules thereunder. On an interim basis, the rates contained in PACIFIC's Schedule Cal. P.U.C. Tariff no 175-T, Section 16 and FCC Tariff no 128, Section 16 shall apply. The collocation rates determined by the CPUC in Application No. 96-08-040 or in the OANAD proceeding shall replace such interim rates.

10.2 Intervals for the installation of Virtual Collocation shall have a maximum interval of one hundred and ten (110) calendar days, where MCIm requests collocation of equipment approved for use by PACIFIC in its network or used for virtual collocation of MCIm or other collocators. Where MCIm requests virtual collocation of new types of equipment not previously installed by PACIFIC, Pacific affiliates, or another CLEC the Parties shall negotiate in good faith for a reasonable interval for the installation of such equipment. Where MCIm requests virtual collocation of a previously installed equipment type in a PACIFIC work center area where such equipment has not been collocated, the one hundred and ten (110) calendar days installation interval is contingent on MCIm arranging for and completing the training of PACIFIC's personnel necessary to maintain such

equipment. If a request by MCIm to collocate is denied on the basis of the equipment, PACIFIC shall prove to the CPUC that such equipment is not "necessary" as defined by the FCC for interconnection or access to unbundled network elements.

10.3 When PACIFIC provides Virtual Collocation to MCIm, PACIFIC shall provide an interconnection point or points, physically accessible by both PACIFIC and MCIm, at which the fiber optic cable carrying MCIm's circuits can enter PACIFIC's premises, provided that PACIFIC will designate interconnection points as close as reasonably possible to its premises. MCIm may, at its option build or lease the fiber optic facilities to the interconnection point. PACIFIC will provide at least two such interconnection points at each PACIFIC premises at which there are at least two points for PACIFIC's cable facilities and at which space is available for new facilities in at least two of those entry points. PACIFIC will permit interconnection of copper or coaxial cable if such interconnection is first approved by the Commission. Should PACIFIC deem that Physical Collocation of microwave transmission facilities is not practical for technical reasons or because of space limitations, PACIFIC will permit Virtual Collocation of such facilities where technically feasible.

10.4 When providing Virtual Collocation, PACIFIC will, at a minimum, install, maintain, and repair collocated equipment for MCIm within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of PACIFIC; provided, if MCIm utilizes non-standard equipment or equipment not used by PACIFIC at the same location, MCIm shall pay for (a) any special equipment PACIFIC must purchase and (b) the training of PACIFIC personnel required for PACIFIC to meet its obligations.

10.5 PACIFIC will permit MCIm to subcontract the construction of Virtual Collocation arrangements with contractors approved by PACIFIC, provided that PACIFIC will not unreasonably withhold approval of contractors. Approval by PACIFIC will be based on the same criteria PACIFIC uses in approving contractors for its own purposes.

10.6 PACIFIC shall protect as proprietary to MCIm all information provide by MCIm in requesting or maintaining a collocation arrangement. PACIFIC shall not provide such information to any third parties and shall limit access to the information to PACIFIC employees having a need to know. Any collocation arrangement shall include provisions for PACIFIC protecting MCIm's proprietary information.

10.7 PACIFIC shall participate in and adhere to negotiated service guarantees and performance standards.

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10.8 MCIm shall be compensated by PACIFIC for any delays in the negotiated completion and turnover dates which create expenditures or delays to MCIm in the amount of $1,000.00 per day in the nature of liquidated damages.

10.9 Collocation provided by PACIFIC to MCIm shall be at least equal in the quality of design, performance, features, functions and other characteristics, including, but not limited to levels and types of redundant equipment and facilities for diversity and security, that PACIFIC provides in PACIFIC's network to itself, its own customers, its affiliates, or any other entity.

10.10 In the event that MCIm reasonably believes that the requirements for Virtual Collocation are not being met, the Parties will meet and confer concerning such engineering, design, performance, and other data, which may be necessary to cure any engineering, design performance, or implementation deficiency. In the event that such data indicate that the requirements for Virtual Collocation are not being met, PACIFIC shall cure any such deficiency within 30 days or if cure within 30 days is not possible, shall begin such cure within 30 days and shall use best, reasonable efforts to complete such cure as soon as possible. Upon cure, PACIFIC shall provide new data, where available, sufficient for MCIm to determine that such deficiencies have been cured.

11. STANDARDS

11.1 This appendix and the Physical Collocation provided hereunder is made available subject to and in accordance with, but not limited to, the following:

(a) Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE) and any successor document(s), including as such may be modified at any time and from time to time and such modifications are adopted and followed by PACIFIC, and then where and how adopted and followed by PACIFIC (NEBS Standards).

(b) PACIFIC's most current Collocation Services handbook, and any successor document(s), as may be modified from time to time as set forth below ("Collocation Services Handbook"); PACIFIC will notify MCIm of such modifications via Accessible Letters and MCIm will have a chance to dispute via EDR.

(c) PACIFIC's "Central Office Equipment Installation Job Acceptance Handbook (TP76300)" followed in installing network equipment, and facilities within PACIFIC central offices and any successor document(s); and

(d) any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation application or that subsequently

become effective and then when effective.

MCIm and PACIFIC shall comply with each of the above criteria.

11.2 The Collocation Services Handbook and TP76300MP, along with the TP76200 Standards, are incorporated herein by this reference. MCIm may obtain a copy of the TP76200 Standards by contacting Bell Communications Research, Inc. at 1-800-521-2673. Pacific shall comply with the Commission Order regarding modifications to the Collocation Handbook.

11.3 The following shall apply if substantive changes occur in the Collocation Services Handbook and Technical Publications specified herein:

(a) If a modification is made after the date on which MCIm has or orders a Physical Collocation arrangement, PACIFIC shall provide MCIm with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Agreement thirty (30) days after such amendment is released by PACIFIC, except for those specific amendments to which MCIm objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.

(b) Notwithstanding Sections 16.1(a) and/or (b), any modification made to address situations potentially harmful to PACIFIC's or another's network, equipment, or facilities, the Eligible Structure, the Premises, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. PACIFIC will immediately notify MCIm of any such modification.

11.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook and the TP762300MP, TP76300MP, or the TP76200 Standards (including any modification to the Collocation Services Handbook that can be objected to under Section 12.3(a), regardless of whether MCIm objected to such modification pursuant to Section 12.3(a)). Notwithstanding the immediately preceding, modifications that are governed by Section 12.3(b) shall apply regardless of any conflict or inconsistency with any other term or condition governing a Physical Collocation arrangement unless contrary to law.

11.5 MCIm agrees to comply with the TP76200 Standards for each item of MCIm Telecom Equipment. MCIm agrees that any other telecommunications equipment or ancillary telecommunications facilities that may be placed in the Premises shall be so compliant. Disclosure of any non-compliant equipment or facilities to PACIFIC in a physical collocation application or otherwise shall not eliminate MCIm obligation to comply with the TP76200 standards set forth above.

12. POWER

12.1 Unless otherwise expressly agreed in writing, PACIFIC will provide all Power to the Premises, the MCIm Telecom Equipment, and any other powered equipment or facilities placed in the Premises. MCIm is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example, generators and back-up batteries) in the Premises, Eligible Structure, or other PACIFIC property.

12.2 Power will support MCIm Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and PACIFIC's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to PACIFIC's substantially similar telecommunications equipment unless otherwise mutually agreed in writing.

13. OPERATIONAL RESPONSIBILITIES

13.1 MCIm and PACIFIC are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

13.2 MCIm and PACIFIC are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

13.3 PACIFIC shall provide an interconnection point or points, physically accessible by both PACIFIC and MCIm (typically a PACIFIC manhole) at which a MCIm fiber optic cable can enter the Eligible Structure, provided that PACIFIC will designate interconnection points as close as reasonably possible to the Eligible Structure. PACIFIC will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for PACIFIC's cable facilities and at which space is available for new facilities in at least two of those entry points. MCIm is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by PACIFIC, and for leaving sufficient cable length in order for PACIFIC to fully extend such MCIm-provided cable to the Premises.

13.4 Regeneration of either DS-1 or DS-3 signal levels must be provided by PACIFIC if necessary, upon request under its then-standard custom work order process,

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including payment requirements prior to the installation of the regeneration equipment, subject to a true up (if necessary) based on approved OANAD rates.

13.5 MCIm is responsible for removing any equipment, facilities, fixtures, personal property or other items, including the MCIm Telecom Equipment that it brings into the Premises. In cases where MCIm has already provided 60 days termination notice as described in Section 6.1 herein and MCIm fails to remove the items described above from the Premises within thirty (30) days after discontinuance of use of the collocation space, PACIFIC may perform the removal and shall charge MCIm for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Prior to removal, PACIFIC shall attempt to notify MCIm of pending removal to provide MCIm the opportunity to remove. Further, in addition to the other provisions herein, MCIm shall indemnify and hold PACIFIC harmless from any and all claims, expenses, fees, or other costs associated with any such removal by PACIFIC.

13.6 MCIm is solely responsible for the design, engineering, testing, performance, and maintenance of the MCIm Telecom Equipment used by MCIm in the Premises. MCIm is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Premises:

(a) its fiber optic cable(s);
(b) its MCIm Telecom Equipment;
(c) required point of termination cross-connects;
(d) point of termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required; and
(e) the connection cable and associated equipment which may be required within the Premises to the point(s) of termination.

PACIFIC BELL NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

13.7 PACIFIC will allow MCIm to select its own vendors for all required engineering and installation services associated with the MCIm Telecom Equipment (*e.g.*, PACIFIC shall not require MCIm to use PACIFIC's internal engineering or installation work forces for the engineering and installation of the MCIm Telecom Equipment). Installation of the MCIm Telecom Equipment in the Premises must nevertheless comply with PACIFIC's Installation and Job Acceptance Handbook. MCIm-selected vendors must agree to all policies and procedures in this appendix. Access to the Eligible Structure and the Premises for MCIm vendors must meet the same requirements as MCIm.

13.8 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that

other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

13.9 MCIm is responsible for coordinating with PACIFIC to ensure that services are installed in accordance with a service request.

13.10 The Parties agree to cooperate to isolate the trouble in/outside of the Premises. If inside, MCIm is responsible for investigating and clearing trouble and PACIFIC is responsible for investigating and clearing trouble outside the Premises. If PACIFIC testing is also required, it will be provided at charges specified in PACIFIC's tariffs.

14. CASUALTY LOSS

14.1 If the Eligible Structure or the Premises are damaged by fire or other casualty, and:

(a) the Premises are not rendered untenantable in whole or in part, PACIFIC shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

(b) the Premises are rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) days, PACIFIC has the option to repair the Premises at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while MCIm was deprived of the use. If the Premises cannot be repaired within ninety (90) days, or PACIFIC opts not to rebuild, then the Physical Collocation arrangement provided in the Premises shall (upon notice to MCIm within thirty (30) days following such occurrence) terminate as of the date of such damage.

14.2 Any obligation on the part of PACIFIC to repair the Premises shall be limited to repairing, restoring and rebuilding the Premises as originally prepared for MCIm and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by MCIm or by PACIFIC on request of MCIm, any MCIm Telecom Equipment, or other facilities or equipment located in the Premises by MCIm or by PACIFIC on request of MCIm.

14.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in PACIFIC's opinion, be advisable, then, notwithstanding that the Premises may be unaffected thereby, PACIFIC, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving MCIm ten (10) days prior written notice within thirty (30) days following the date of such occurrence,

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if at all possible.

15. RE-ENTRY

15.1 Unless otherwise set forth herein, if MCIm shall default in performance of any term or condition herein, and the default shall continue for thirty (30) days after receipt of written notice, or if MCIm is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, PACIFIC may, immediately or at any time thereafter, without notice or demand, enter and repossess the Premises, expel MCIm and any claiming under MCIm, remove any MCIm Telecom Equipment and any other items in the Premises, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies PACIFIC might have. PACIFIC may exercise this authority on a Premises-by-Premises basis.

15.2 PACIFIC may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by MCIm at any time thereafter.

16. LIMITATION OF LIABILITY

MCIm acknowledges and understands that PACIFIC may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of MCIms; that such space or access may be close to the Premises, possibly including space adjacent to the Premises and/or with access to the outside of the Premises; and that any cage placed around the Premises is a permeable boundary that will not prevent the Others from observing or even damaging MCIm's equipment and facilities. In addition to any other applicable limitation, PACIFIC shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or PACIFIC, and regardless of whether any claimed PACIFIC liability arises in tort, contract or otherwise. MCIm shall save and hold PACIFIC harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other.

17. INDEMNIFICATION OF PACIFIC

In addition to any other provision hereof or of this Agreement, MCIm agrees to indemnify, defend and save harmless PACIFIC (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with MCIm's use of the Premises, conduct of its business or any activity, in or about the Premises, performance of any terms of this Appendix, or any act or omission of MCIm (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees). Defense of any claim shall be reasonably satisfactory to PACIFIC.

18 SERVICES, UTILITIES, MAINTENANCE AND FACILITIES

18.1 PACIFIC shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

18.2 At MCIm's request, PACIFIC shall provide business telephone service with a connection jack from PACIFIC in the Premises subject to applicable PACIFIC tariffs including charges thereof. Upon MCIm's request, sufficiently in advance, such service shall be available at Premises on the day that the space is turned over to MCIm by PACIFIC.

18.3 PACIFIC will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the MCIm Telecom Equipment in the same manner and at the same standards that PACIFIC provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

18.4 PACIFIC shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by MCIm to access the Premises.

18.5 PACIFIC agrees to make, at its expense, all changes and additions to the Premises required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Premises.

19. SUCCESSORS BOUND

Without limiting "Assignment" hereof, the conditions and terms contained herein shall bind and inure to the benefit of PACIFIC, MCIm and their respective successors and, except as otherwise provided herein, assigns.

20. NOTICES

20.1 Except as may be specifically permitted in this Appendix, any notice, demand, or payment required or desired to be given by one Party to the other shall be addressed to and provided as set forth in this Agreement.

20.2 PACIFIC shall provide MCIm with written notice as soon as PACIFIC is made aware and in any case, will attempt to notify MCIm no less than five(5) business days prior to those instances where PACIFIC or its subcontractors may be

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undertaking a major construction project in the general area of the Premises or in the general area of the AC and DC power plants which support the Premises.

20.3 PACIFIC will inform MCIm by telephone of any emergency-related activity that PACIFIC or its subcontractors may be performing in the general area of the Premises occupied by MCIm or in the general area of the AC and DC power plants which support the Premises. Notification of any emergency related activity shall be made to MCIm as soon as reasonably possible so that MCIm can take any action required to monitor or protect its service.

20.4 PACIFIC will provide MCIm with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to MCIm Telecom Equipment. PACIFIC shall provide MCIm immediate notification by telephone of any emergency power activity that would impact MCIm Telecom Equipment.

21. COMPLIANCE WITH LAWS

MCIm and PACIFIC and all persons and entities acting through or on behalf of MCIm shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder. MCIm further agrees during the term of any Physical Collocation arrangement to comply with all applicable Executive and Federal regulations.

22. OSHA STATEMENT

MCIm, in recognition of PACIFIC's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of PACIFIC with all federal, state and local laws, safety and health regulations relating to the Premises which MCIm has assumed the duty to maintain pursuant to this Appendix, and to indemnify and hold PACIFIC harmless for any judgments, citations, fines, or other penalties which are assessed against PACIFIC as the result of MCIm's failure to comply with any of the foregoing. PACIFIC, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structure and those other portions of the Premises which PACIFIC has agreed to maintain pursuant hereto.

23. INSURANCE

23.1 MCIm shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance rating of A+VII or better, and which is authorized to do business in the

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State of CALIFORNIA. PACIFIC shall be named as an ADDITIONAL INSURED on general liability policy.

23.1.1 Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of $1 million. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.

23.1.2 If use of an automobile is required or if MCIm is provided or otherwise allowed parking space by PACIFIC in connection with Physical Collocation provided under this Appendix, automobile liability insurance with minimum limits of $1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. MCIm hereby waives any rights of recovery against PACIFIC for damage to MCIm's vehicles while on the grounds of the Eligible Structure and MCIm will hold PACIFIC harmless and indemnify it with respect to any such damage or damage to vehicles of MCIm's employees, contractors, invitees, licensees or agents.

23.1.3 Workers' Compensation insurance with benefits afforded in accordance with the laws of the state of California.

23.1.4 Employer's Liability insurance with minimum limits of $100,000 for bodily injury by accident, $100,000 for bodily injury by disease per employee and $500,000 for bodily injury by disease policy aggregate.

23.1.5 Umbrella/Excess liability coverage in an amount of $5 million excess of coverage specified above.

23.1.6 All Risk Property coverage on a full replacement cost basis insuring all of MCIm's personal property situated on or within the Eligible Structure or the Premises. MCIm releases PACIFIC from and waives any and all right of recovery, claim, action or cause of action against PACIFIC, its agents, directors, officers, employees, independent contractors and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to MCIm or located on or in the space at the instance of MCIm by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of PACIFIC, its agents, directors, officers, employees, independent contractors and other representatives. Property insurance on MCIm's fixtures and other personal property shall contain a

waiver of subrogation against PACIFIC, and any rights of MCIm against PACIFIC for damage to MCIm's fixtures or personal property are hereby waived.

23.2 MCIm may also elect to purchase business interruption and contingent business interruption insurance, knowing that PACIFIC has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

23.3 The limits set forth in this Section may be increased by PACIFIC from time to time during the term of a Physical Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing PACIFIC structure.

23.4 All policies purchased by MCIm shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by PACIFIC.

23.5 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of MCIm's Telecom Equipment or other MCIm facilities or equipment remain within the Premises or the Eligible Structure.

23.6 MCIm shall submit certificates of insurance and policy binders reflecting the coverage specified above prior to, and as a condition of, PACIFIC's obligation to turn over the Premises to MCIm or to permit any MCIm-designated subcontractors into the Eligible Structure pursuant to Section 5.9.1. MCIm shall arrange for PACIFIC to receive thirty (30) days advance written notice from MCIm's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

23.7 MCIm must also conform to recommendations made by PACIFIC's Property Insurance Company, if any, unless a recommendation is also applicable to PACIFIC and PACIFIC does not so conform in the Eligible Structure where the Premises is located.

23.8 Failure to comply with the provisions of this Insurance Section will be deemed a material breach of this Agreement.

24. PROTECTON OF SERVICE AND PROPERTY

24.1 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact ("SPOC") available twenty-four (24) hours a day, seven (7) days a week pursuant to FCC 99-48, paragraph 49.

24.2 Except as may otherwise be provided:

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(a) PACIFIC and MCIm shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

(b) Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

24.3 Each Party shall restrict access to the Eligible Structure and the Premises to employees and authorized agents of that other Party.

24.4 PACIFIC shall use electronic access controls to protect all spaces which house or contain MCIm equipment or equipment enclosures, but if electronic controls are not available, PACIFIC shall either furnish security guards at those PACIFIC locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, PACIFIC shall permit MCIm to install monitoring equipment in the collocation space to carry data back to MCIm's work center for analysis. MCIm agrees that MCIm is responsible for problems or alarms related to MCIm's equipment or equipment enclosures located on PACIFIC's premises.

24.5 PACIFIC shall furnish MCIm with the identifying credentials to be carried by its employees and authorized agents to be paid for by MCIm. MCIm must maintain an updated list of all authorized employees and authorized agents on a premises-by-premises basis for every Eligible Structure where there are PACIFIC security guards.

24.6 MCIm shall comply with reasonable security and safety procedures and requirements of PACIFIC, including but not limited to sign-in, identification and escort requirements.

24.7 PACIFIC shall allow MCIm to inspect or observe spaces which house or contain its equipment or equipment enclosures at any time and shall furnish MCIm with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured MCIm space. In the event of an emergency, MCIm shall contact a SPOC provided by PACIFIC for access to spaces which house or contain MCIm equipment or equipment enclosures. Such PACIFIC SPOC shall be available to receive calls from MCIm twenty-four (24) hours a day, seven (7) days a week and make access available to MCIm.

24.8 Keys used in PACIFIC's keying systems for spaces which contain or house MCIm equipment or equipment enclosures shall be limited to PACIFIC employees and representatives for emergency access only. MCIm shall have the right to require PACIFIC to change locks at PACIFIC's expense where there is evidence of inadequate security. In all other cases, MCIm may require PACIFIC to change

locks at MCIm's expense.

24.9 PACIFIC shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house MCIm equipment or equipment enclosures.

24.10 PACIFIC shall use best efforts to provide immediate notification within two (2) hours to designated MCIm personnel to indicate an actual security breach.

24.11 PACIFIC shall be responsible for the security of the Eligible Structure. If a security issue arises or if MCIm believes that PACIFIC's security measures are unreasonably lax, MCIm shall notify PACIFIC and the Parties shall work together to address the problem. PACIFIC shall, at a minimum, do the following:

24.11.1 Where a cage is used, PACIFIC shall design collocation cages to prevent unauthorized access; provided, however, that MCIm realizes and assents to the fact that the cage will be made of wire mesh.

24.11.2 PACIFIC shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to PACIFIC's employees, agents or invitees having a business need, such as a periodic review of the premises, to be in these areas. PACIFIC shall require all persons entering the collocation areas to wear identification badges.

24.11.3 PACIFIC shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to collocators, along with a positive key control system for each collocator's caged Premises.

24.11.4 In emergency situations common courtesy will be extended between MCIm and PACIFIC's employees, including the provision of first aid and first aid supplies.

24.12 MCIm shall limit access to MCIm employees directly to and from the Premises and will not enter unauthorized areas under any circumstances.

25. PURPOSE AND SCOPE OF THIS APPENDIX

Through this appendix, MCIm is placing MCIm Telecom Equipment on PACIFIC property for the purposes of interconnecting with PACIFIC and obtaining access to its unbundled network elements. This Appendix does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with the Commission, the FCC, any other regulatory body, any State or Federal Court, or in any other forum that PACIFIC has agreed or acquiesced that any particular piece of MCIm Telecom

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Equipment is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. §251(c)(6), or that such piece must be provided in a Virtual Collocation arrangement.

26. MISCELLANEOUS

26.1 If MCIm constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Appendix is joint and several.

26.2 PACIFIC may refuse requests for additional space in the Eligible Structure or in any other PACIFIC premises if MCIm is in material breach of this Appendix, including having any past due charges hereunder. In any and each such event, MCIm hereby releases and shall hold PACIFIC harmless from any duty to negotiate with MCIm or any of its affiliates for any additional space or Collocation arrangement.

26.3 Whenever this appendix requires the consent of a Party, any request for such consent shall be in writing.

26.4 All obligations by either Party which expressly or by their nature survive the expiration or termination of this Appendix shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

27. INCORPORATION BY REFERENCE

To the extent tariffs are referenced in this appendix, including PACIFIC's FCC Tariff No. 128, Section 16 and PACIFIC's Schedule Cal. P.U.C. No. 175-T, Section 16, all changes made to those tariffs and approved by the FCC or the CPUC are also incorporated by reference into this appendix. This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in other appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

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APPENDIX:

DA

Table of Contents

1. SERVICES 3

2 DEFINITIONS 3

3. CALL BRANDING 4

4. DIRECTORY ASSISTANCE (DA) & RATE / REFERENCE INFORMATION 4

5. RESPONSIBILITIES OF THE PARTIES 5

6. METHODS AND PRACTICES 6

7. PRICING 6

8. MONTHLY BILLING 6

9. LIABILITY 6

10. TERMS OF APPENDIX 6

11. INCORPORATION BY REFERENCE 7

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APPENDIX DA

DIRECTORY ASSISTANCE SERVICE

*This Appendix sets forth the terms and conditions under which PACIFIC agrees to provide Directory Assistance as an Unbundled Network Element for MCIm.

1. SERVICES

PACIFIC will provide the following DA Services:

A. DIRECTORY ASSISTANCE (DA) - consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") to MCIm's customers who dial 411 or NPA+555+1212.

B. EXPRESS CALL COMPLETION (ECC) - an optional service where available, in which PACIFIC completes a call to the requested number on behalf of MCIm's customers, utilizing an automated voice system or with operator assistance. PACIFIC agrees to provide DA with ECC upon request where available.

C. DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)- A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to MCIm customers. MCIm acknowledges that the Federal Communications Commission has issued an order that could affect PACIFIC's ability to offer NLS and that PACIFIC may have to stop providing NLS at anytime.

2. DEFINITIONS

The following terms are defined as set forth below:

A. DA Only Telephone Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a PACIFIC DA operator.

B. Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a PACIFIC DA operator.

C. Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a PACIFIC DA operator.

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D. Call Branding - the procedure of identifying a provider's name audibly and distinctly to the consumer at the beginning of each DA Services call and, when technically feasible, prior to completion of an ECC request.

3. CALL BRANDING

Branding Requirements: Except where otherwise required by law, MCIm shall not, without PACIFIC's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of PACIFIC or its Affiliates, nor shall MCIm state or imply that there is any joint business association or similar arrangement with PACIFIC in the provision of Telecommunications Services to MCIm's customers.

A. Call Branding - PACIFIC will brand DA based upon the criteria outlined below:

1. Where technically feasible and/or available, PACIFIC will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:

   If a mechanized brand, provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

2. MCIm will provide PACIFIC with a recorded announcement to be used to brand MCIm's DA calls in accordance with the process outlined in the Operator Services Questionnaire. PACIFIC shall install the new branding tape within 30 days and change tapes within 2 weeks.

3. *An initial non-recurring charge applies per brand, per TOPS switch (Operator assistance switch), for the establishment of Call Branding as well as a charge per subsequent changes to the brand per TOPS switch. Prices for Call Branding are as outlined in Appendix Pricing under the "Other" category.

*4. DIRECTORY ASSISTANCE (DA) & RATE/REFERENCE INFORMATION

A. PACIFIC shall respond to rate requests from MCIm customers, at MCIm's option, either by providing the Rate/Reference service described below or by providing a warm line transfer of the customer to MCIm. MCIm will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

B. MCIm will inform PACIFIC, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. MCIm acknowledges that it is responsible to provide PACIFIC updated Rate/Reference Information fourteen calendar days in advance of when the Rate/Reference Information is to become effective.

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C. An initial non-recurring charge will apply per Operator assistance switch for loading of MCIm's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per Operator assistance switch for each subsequent change to either MCIm's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing.

D. When a PACIFIC Operator receives a rate request from a MCIm customer, where technically feasible and available, PACIFIC will quote the applicable OS/DA rates as provided by MCIm.

E. In the interim, when a Operator receives a rate request from a MCIm customer, PACIFIC will transfer the MCIm customer to a customer care number specified by the MCIm on the OSQ. When PACIFIC has the capability to quote specific MCIm rates and reference information, the Parties agree that the transfer option will be eliminated.

5. RESPONSIBILITIES OF THE PARTIES

A. If MCIm chooses to use PACIFIC DA Services, PACIFIC will be the sole provider of DA Services for MCIm's local serving area(s) beginning on the date any PACIFIC DA Services are effective in any such area(s).

B. MCIm will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each PACIFIC operator switch unless MCIm is using LISA trunks to deliver traffic to PACIFIC DA Services. Any services that require ANI, such as branding and call completion, can not be provided when MCIm utilizes a Lisa trunking arrangement. Lisa trunks for DA will be eliminated when all of PACIFIC 5ACD switches are eliminated. At such time, MCIm will be responsible for providing direct trunks to each PACIFIC operator switch.

C. Facilities necessary for the provision of DA Services shall be provided by the Parties, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

D. MCIm will furnish in writing to PACIFIC, forty-five (45) days in advance information (i.e. OS Questionnaire) required by PACIFIC to provide DA Services for the purpose of establishing or augmenting DA Services.

E. MCIm or its representative will send the DA listing records to PACIFIC via electronic white page gateway as described in Appendix WP.

F. PACIFIC can accumulate and provide to MCIm such data as necessary for MCIm to bill its customers. If MCIm wishes to order such data, MCIm agrees to negotiate with PACIFIC and implement provisions for Data Exchange.

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G. PACIFIC shall continue to provide MCIm with DA reports (e.g. confirmation report, completion report) in the same timeframe as provided to itself.

6. METHODS AND PRACTICES

PACIFIC will provide the DA Services to MCIm's customers in accordance with PACIFIC's DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both Parties.

7. PRICING

Pricing for DA Services shall be based on the rates specified in Appendix Pricing.

8. MONTHLY BILLING

PACIFIC will render monthly billing statements to MCIm, and remittance in full will be due within thirty (30) days of billing date as described in Section 21.8 of General Terms & Conditions.

9. LIABILITY

The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix. MCIm also agrees to release, defend, indemnify, and hold harmless PACIFIC from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by MCIm employees and equipment associated with provision of the DA Services. This provision includes, but is not limited to, suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

10. TERMS OF APPENDIX

A. If MCIm chooses to use PACIFIC's DA Services, MCIm must use such services for a minimum period of 12 months, which period may extend past the termination of this Agreement. MCIm may terminate use of PACIFIC's DA Services upon 90 days advance written notice to PACIFIC any time after MCIm has used such DA Services for the 12 month minimum period.

B. If MCIm terminates use of PACIFIC's DA Services without complying with Section X.A. above, MCIm shall pay PACIFIC, within thirty (30) days of the issuance of a final bill by PACIFIC, all amounts due for actual services provided under this Appendix. MCIm shall also be obligated to pay PACIFIC for the unexpired portion of any equipment and facilities costs incurred by PACIFIC to service the portion of the one-year contract that MCIm does not use. With respect

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to labor costs, MCIm shall pay for an additional one month of labor charges following the date of any premature cancellation of the one-year contract. In presenting its proposed termination charge to MCIm, PACIFIC shall be required to identify the equipment and facilities, the costs of which it claims to have not recovered, and to quantify the unrecovered portion of such costs. For any claimed labor charge, PACIFIC shall be required to show MCIm the difference in total unit cost with the claimed additional labor included and with it excluded. MCIm shall be required to pay that difference for the number of units of DA which it took on average during the previous 30-day period.

11. INCORPORATION BY REFERENCE

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in other appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

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APPENDIX:

DIRECTORY ASSISTANCE LISTINGS

TABLE OF CONTENTS

1. **INTRODUCTION** 3

2. **SERVICE PROVIDED** 3

3. **USE OF DIRECTORY ASSISTANCE LISTING INFORMATION** 4

4. **ASSIGNMENT** 5

5. **BREACH OF CONTRACT** 5

6. **PRICING** 5

7. **LIABILITY** 6

8. **TERM OF APPENDIX** 6

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This Attachment sets forth PACIFIC and MCIm's agreement for the exchange of directory assistance listing information as follows:

1. INTRODUCTION

1.1 PACIFIC obtains directory assistance listing information (listed name, address and published telephone number) of its telephone subscribers, or an indication of "non-published status" of its telephone subscribers in the course of providing local exchange service and maintains such information in a Directory Assistance database.

1.2 PACIFIC uses such directory assistance listing information to provide directory assistance (DA) service.

1.3 MCIm provides either DA service or a DA database and wishes to obtain from PACIFIC all directory assistance listing information contained in PACIFIC listing information database in compliance with Applicable Law.

2. SERVICE PROVIDED

*2.1 PACIFIC shall provide to MCIm all directory assistance listing information contained in PACIFIC DA databases. In the case of customers who have non-published listings, PACIFIC shall provide to MCIm the customer's name and address, NPA-NXX, where technically feasible and/or available, and an indicator that shows the non-published status of the listing. PACIFIC shall provide to MCIm the same DA listing information provided by PACIFIC to SBC's local customers and used by PACIFIC to compile its own directory assistance database. The DA listing information provided to MCIm must also specify whether the customer is residential, business or government.

2.2 The mode of transmission of the listings may be via electronic file transfer or magnetic tape, as specified by MCIm and mutually agreed upon by the Parties and consistent with all applicable FCC rules and regulations.

*2.3 PACIFIC shall provide directory assistance listing information to MCIm in a mutually acceptable format. MCIm must provide PACIFIC with 60 days' notice prior to requesting an initial load of PACIFIC's DAL if MCIm has not yet provided PACIFIC with a requested file format and established a network connection with which to receive DAL. If MCIm has previously supplied PACIFIC a file format and has an established network connection, MCIm must provide PACIFIC with 10 days' notice when requesting a refresh of PACIFIC's DAL. A refresh is defined as a complete replacement copy of PACIFIC's DAL database, or portions thereof, as requested by MCIm.

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2.4 PACIFIC shall provide daily updates to MCIm. Each addition or deletion to the directory assistance listing information already provided constitutes an "update."

3. USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

3.1 MCIm may use the directory assistance listing information provided pursuant to this Appendix for any lawful form of telecommunications service.

3.2 "DA service," as used herein, means the provision via a live operator or automated service of directory assistance listing information in response to a specific customer request for such information.

3.3 Under no circumstances shall MCIm use the DA listing information for any marketing purpose or to select or identify in any manner potential customers to receive any marketing information. Under no circumstance shall MCIm use the DA listing information for the purpose of publishing a directory in any format. Under no circumstances shall MCIm disclose name and/or address information and/or the telephone number pertaining to non-published listings to End-Users.

*3.4 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in MCIm's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, MCIm may verify the listing by matching the caller-provided address with the address in MCIm's database. MCIm may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. MCIm can notify the customer that the requested listing is non-published. The Parties agree to support the following process for contacting customers with non-published numbers for emergency purposes:

Emergency Notification for Non-Published Telephone Numbers - Pacific shall provide for Emergency Notification for Non-Published Telephone Numbers (hereinafter, "ENNP Service"), whereby any customer with a non-published listing in Pacific's DA database will be notified that an MCI customer is attempting to contact the non-published party in the event of an emergency.

- If an MCIm operator receives a request for a non-published listing and the calling party identifies an emergency situation, the MCIm operator will take the calling party's information and relay it to a Pacific operator via a pre-designated contact number.

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- Pacific will verify the listing of the non-published party at the time the MCIm operator requests service. Pacific will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the Pacific operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, Pacific will forwarded contact information thereon.
- Pacific will contact the MCIm operator as to the status of notification: whether the message was delivered, left on voice mail or answering machine, or whether the non-published party could not be contacted.
- Only calls identified as an emergency will be forwarded to Pacific for ENNP Service, however, the identification of such emergency will be left to the discretion of MCIm and its operators.

*3.5 MCIm should continue to receive these listings until a replacement agreement is available.

4. ASSIGNMENT

4.1 MCIm shall not assign or sell the directory assistance listing information hereunder to any nonaffiliated third party. MCIm shall not assign or sell the directory assistance listing information in bulk to any nonaffiliated third party. MCIm may provide assistance services to nonaffiliated third parties using directory assistance listing information. The directory assistance listing information related to PACIFIC customers shall remain the property of PACIFIC. MCIm shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by MCIm, its agents, employees or others. The Parties agree to comply with any and all laws, rules, regulations, and commission decisions including any subsequent decision by the FCC or a Court regarding the use of directory assistance listing information.

*5. BREACH OF CONTRACT

5.1 Breach of contract, audit, and liability provisions may be found in the Appendix General Terms and Conditions.

6. PRICING

6.1 The prices charged to MCIm for elements are as specified in Appendix Pricing.

6.2 Intentionally Omitted.

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*7. LIABILITY

7.1 Intentionally Omitted.

7.2 MCIm hereby releases PACIFIC from any and all liability, including, but not limited to, special, indirect, consequential, punitive or incidental damages, for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, to the extent that such directory assistance listing information is supplied to PACIFIC by a third party.

7.3 Intentionally Omitted.

*8.0. TERM OF APPENDIX

8.1 This Appendix will continue in force for the length of the Agreement.

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APPENDIX:

ITR

Table of Contents

1. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING 4

2. TRUNK GROUPS 4

3. MEET POINT TRUNKS 7

3.8 Toll-Free Service Traffic (e.g., 800, 888, etc.) 8

3.9 E911 9

3.10 HIGH VOLUME CALL-IN NETWORK 10

3.11 OPERATOR SERVICES 11

4. TRUNK DESIGN BLOCKING CRITERIA 13

5. FORECASTING RESPONSIBILITIES 13

6. TRUNK SERVICING 14

7. SERVICING OBJECTIVE/DATA EXCHANGE 17

8. PROVISIONING 19

9. NETWORK MANAGEMENT 18

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APPENDIX ITR
(TRUNKING REQUIREMENTS)

This Appendix ITR provides descriptions of the trunking requirements for MCIm and PACIFIC interconnection. All references to incoming and outgoing trunk groups are from the perspective of MCIm. The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated June 11, 2001 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment (a copy of which is attached to this Agreement) is intended, during its term (February 1, 2001 through May 31, 2004, unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix ITR. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix ITR will be governed by the provisions of the Reciprocal Compensation Amendment.

Scope of Traffic

This Section prescribes traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections.

(a) Local Exchange Traffic, Transit Traffic and intraLATA Toll Traffic will be transported between the parties via the Local Interconnection Trunk Group as defined in Appendix Definitions. However either Party may opt at any time to terminate to the other Party overflow Local Exchange Traffic and overflow intraLATA Toll traffic originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services, subject to the rates, terms and conditions specified in such other Party's standard intrastate access tariffs, including any usage-sensitive rates for the Local Exchange or intraLATA Toll traffic terminated over the Switched Access service.

(b) Each Party shall deliver to the other Party over the Local Interconnection Trunk Group(s) only such traffic which is destined for those publicly dialable NPA-NXX codes served by End Offices that directly subtend the Access Tandem or to those Wireless Service Providers that directly subtend the Access Tandem.

(c) Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's End Office or tandem in accordance with the serving arrangements defined in the LERG Common Language Location Identifier (CLLI) Code.

(d) Where the Parties deliver over the Local Interconnection Trunk Group(s) miscellaneous calls (e.g., time, weather, NPA-555, Mass Calling Codes) destined for each other, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG Common Language Location Identifier Code.

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(e) N11 codes (e.g. the digits 4-1-1, 6-1-1, 8-1-1, & 9-1-1) shall not be sent between MCIm's and PACIFIC's network over the Local Interconnection Trunk Group.

1. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

*1.1 When originating transit traffic through the PACIFIC Tandem from MCIm to another Local Exchange Carrier, CLEC or wireless carrier requires three (3) T-1s worth of trunks, MCIm shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. MCIm shall route Transit Traffic via PACIFIC's Tandem switches, and not at or through any PACIFIC End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 4.0.

*1.2 While the Parties agree that it is the responsibility of MCIm to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver originating transit traffic, PACIFIC acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the later of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to MCIm and (ii) the date transit traffic volumes exchanged by MCIm and third-party carrier exceed the volumes specified in Section 1.1, PACIFIC will provide MCIm with transit service. MCIm agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date. PACIFIC agrees that while MCIm undertakes reasonable efforts to enter into such agreements with third parties, PACIFIC will not discontinue transiting traffic to third parties on behalf of MCIm.

*1.3 Trunk Configuration

1.3.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

2. TRUNK GROUPS

*2.1 This Section 2 will list the trunk groups that shall be used to exchange various

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types of traffic between MCIm and PACIFIC.

*2.2 Intentionally omitted.

*2.3 PACIFIC deploys in its network Tandems that switch IntraLATA and InterLATA traffic (Access Tandem). In addition PACIFIC deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and mass calling (choke Tandem).

*2.4 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA:

2.4.1 Tandem Trunking - Single Tandem LATAs

2.4.1.1 Where PACIFIC has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection trunk group at the tandem for calls destined to or from all End Offices that "home" on PACIFIC's tandem. This trunk group (except as noted in 1.5 below) will be one-way or two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

2.4.2 Tandem Trunking – Multiple Tandem LATAs

2.4.2.1 Where PACIFIC has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every PACIFIC tandem for calls destined to or from all End Offices that "home" on each tandem. At such time as MCIm offers originating local service with corresponding NXX codes in any rate centers which subtend an access tandem as to which no physical POI has been previously established, MCIm and PACIFIC will establish a physical POI within the serving area of that tandem using the Mid-Span Fiber Meet target architecture in Appendix NIM, Section 1.1. Where the Parties agree that traffic is sufficient and no physical POI has been established and such physical POI is not required by the preceding sentence, MCIm agrees to designate "logical trunk group(s)" to interconnect its switches with PACIFIC's access tandems within a LATA from a designated POI. For intraLATA toll traffic carried over these "logical trunk group(s)," Pacific shall receive switched access compensation as specified in Appendix Reciprocal Compensation, Section 5 (specifically, local switching and tandem switching plus tandem switched (i.e. common) transport measured from the POI to the terminating Pacific end office). Until such time as logical trunk groups are established, for intraLATA traffic Pacific shall receive the switched access compensation as specified

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in Appendix Reciprocal Compensation, Section 5 (specifically, the same charges specified in the immediately preceding sentence, plus an additional tandem switching charge) and for local traffic Pacific shall receive the compensation specified in Appendix Pricing. All local/IntraLata trunk groups (except as noted in 2.5.3 below) will be one-way or two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

2.4.3 Reserved for future use.

*2.4.4 When Interconnecting at PACIFIC's DMS Tandem(s), 64K CCC data and voice traffic may be combined on the same B8ZF ESF facilities and one or two-way trunk groups. 64 CCC data and voice traffic must be separate and not combined at PACIFIC's 4E Tandems. MCIm establishing new trunk groups to carry combined voice and data traffic from PACIFIC's DMS Tandems may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists MCIm may transition to combined voice and data trunking as a major project, subject to rules, timelines and guidelines set forth in the CLEC handbook, which is not incorporated herein refer to the appropriate ILEC's website. In all cases, MCIm will be required to disconnect existing voice-only trunk groups as existing 64K CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which PACIFIC does for IXC's, CLEC's, or itself for 64K CCC trunks.

2.4.5 All traffic received by PACIFIC on the direct End Office trunk group from MCIm must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the PACIFIC End Office shall be mutually agreed upon by the Parties. This trunk group shall be one or two-way.

2.5 Direct End Office Trunking

2.5.1 Reserved for future use.

*2.5.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks for the exchange of IntraLATA Toll and Local traffic. These trunk groups will be one or two-way and will

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utilize Signaling System 7 ("SS7") signaling or MF protocol where required. Overflow from the direct End Office trunk group will be alternate routed to the appropriate Tandem.

*2.5.3 Embedded One-Way Trunking

The Parties recognize that embedded one-way trunks exist for Local/IntraLATA toll traffic via end point meet facilities. The parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to negotiate a transition plan to migrate the existing end-point meet architectures with one-way trunking to a Mid-Span Fiber Meet interconnection with one way or two-way trunking when both Parties can derive a mutual benefit. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. PACIFIC agrees to develop a cutover plan and project manage the cutovers with MCIm participation and agreement. Once initiated, the Parties agree to adhere to a project schedule and cut over a minimum of 8 DS1s worth of trunks per day, unless otherwise agreed.

3. MEET POINT TRUNKS

3.1 IXC-carried intraLATA and interLATA toll traffic shall be transported between MCIm's Central Office and PACIFIC's Access Tandem over a "Meet Point" Trunk Group separate from Local and IntraLATA Toll traffic. These trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to Switched Access customers that use MF FGD signaling protocol.

*3.2 MCIm shall utilize a Meet Point Trunk Group, separate from the local interconnection trunk group that carries local and intraLata toll traffic, to every PACIFIC Access Tandem within the LATA under which MCIm "homes" an NPA-NXX. MCIm will home its NPA-NXXs to the tandem that serves the geographic area for the V&H coordinate assigned to the NXX. MCIm will have administrative control for the purpose of issuing ASR's on this two-way trunk group.

3.2.1 MCIm will home new codes serving a particular community on the tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. 175—T, Section 6.7.3, Tandem Access Sectorization (TAS). MCIm is not required, however, to home codes by the sector designations. MCIm also agrees to locate at least one Local Routing Number (LRN) per home

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Tandem if MCIm ports any telephone numbers to its network from a community currently homing on that Tandem.

3.3 MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

3.4 PACIFIC will not offer blocking capability for Switched Access customer traffic delivered to any PACIFIC tandem for completion on MCIm's network. The Parties understand and agree that Meet Point Trunking arrangements are available and functional only to/from Switched Access customers who directly connect with any PACIFIC tandem that MCIm subtends in each LATA. In no event will PACIFIC be required to route such traffic through more than one tandem for connection to/from Switched Access customers. PACIFIC shall have no responsibility to ensure that any Switched Access customer will accept traffic that MCIm directs to the Switched Access customer. PACIFIC also agrees to furnish MCIm, upon request, a list of those IXCs which also interconnect with PACIFIC's tandem(s).

3.5 MCIm will provide all CCS signaling including, without limitation, Charge Number and originating line information ("OLI"). For terminating FGD, PACIFIC will pass all CCS signaling including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC") (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by MCIm wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.6 Reserved for future use.

3.7 Two-way trunking, when used, will be jointly provisioned and maintained. MCIm will have administrative control for the purpose of issuing ASRs. Please refer to Section 9.0 for additional information regarding the ordering process. The Parties shall cooperate with each other and use their best efforts to test such trunking. Testing standards and procedures shall be mutually agreed to by the parties during implementation.

3.8 Toll-Free Service Traffic (e.g., 800, 888, etc.)

3.8.1 All originating Toll Free Service calls for which MCIm requests that PACIFIC perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. The appropriate Carrier Code and Circuit Code shall be used for all such calls.

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3.8.2 MCIm may handle its own 800/8YY database queries from its switch. If so, MCIm will determine the nature (local/intra-LATA/inter-LATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, MCIm will route the post-query local or IntraLATA converted ten-digit local number to PACIFIC over the local or intra-LATA trunk group. In such case, MCIm is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, MCIm will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to PACIFIC's Access Tandem. Calls will be routed to PACIFIC over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

3.8.3 All post-query Toll Free Service calls for which MCIm performs the SSP function, if delivered to PACIFIC, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by MCIm using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

3.9 E911

3.9.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which MCIm offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling. MCIm will have administrative control for the purpose of issuing ASRs on this one-way trunk group. Where the Parties utilize SS7 signaling and the E911 network has the appropriate technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area.

3.9.2 MCIm shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the PACIFIC 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

3.9.3 MCIm will cooperate with PACIFIC to promptly test all 9-1-1 trunks and facilities between MCIm network and the PACIFIC 9-1-1 Tandem to assure proper functioning of 9-1-1 service. MCIm will not turn-up live traffic until successful testing is completed by both Parties.

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3.10 HIGH VOLUME CALL-IN NETWORK

3.10.1 A separate High Volume Call In-Local Interconnection ("HVCI-LI") trunk group will be provisioned between MCIm's end office(s) and PACIFIC's LERG-designated High Volume Call-In tandem(s) or High Volume Call-In Serving Office(s) for each of PACIFIC's Mass Calling NPA-NXX(s) in a LATA or, alternately, between MCIm's tandem and PACIFIC's LERG-designated HVCI tandem(s) or HVCI Serving Office(s). This HVCI-LI trunk group shall be designed and built as one-way (MCIm Central Office-to-PACIFIC tandem) only and shall use MF signaling. As the HVCI-LI trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. It is recommended that this group be sized as follows:

Number of Access Lines Served	**Number of HVCI-LI Trunks**
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 Maximum

3.10.2 All applicable compensation arrangements described elsewhere for Local Interconnection Trunks/Trunk Groups and terminating access shall apply to HVCI-LI Trunks/Trunk Groups and traffic.

3.10.3. Should MCIm assign a Mass Calling code and establish an HVCI-LI interface for traffic destined to its HVCI central office(s), MCIm must "home" its HVCI-serving office on a PACIFIC HVCI tandem, and a similar HVCI-LI trunking arrangement (1-way outgoing with MF signaling) will be provided from PACIFIC's tandem to MCIm. In order to allow the parties time to order and install such HVCI-LI trunks, MCIm must provide PACIFIC notification of its intention to deploy Mass Calling NXX at least ninety (90) days before such codes are opened in the LERG.

3.10.4 If MCIm finds it necessary to issue a new choke telephone number to a new or existing mass calling customer, MCIm may request a meeting to coordinate with PACIFIC the assignment of choke telephone number from the existing choke NXX. PACIFIC shall bear the expense of the HVCI

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trunk group to the MCIm central office, which may be placed on the existing interconnection facility meet.

3.10.5 Where PACIFIC and MCIm both provide HVCI-LI trunking, both parties' HVCI-LI trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

3.11 OPERATOR SERVICES

3.11.1 No Operator Contract - Inward Operator Assistance

MCIm may choose from two interconnection options for Inward Operator Assistance as follows:

3.11.1.1 Option 1 - Interexchange Carrier ("IXC")

MCIm may utilize the Interexchange Carrier Network. MCIm operator will route its calls requiring inward operator assistance through its designated IXC POP to PACIFIC's TOPS tandem. PACIFIC shall route its calls requiring inward operator assistance to MCIm's Designated Operator Switch through the designated IXC POP.

3.11.1.2 Option 2 – The MCIm Operator Switch

MCIm reports its switch as the designated serving switch for its NPA-NXX's and requests PACIFIC to route its calls requiring inward operator assistance to MCIm. This option requires a dedicated, stand alone two-way trunk group per NPA with MF signaling from PACIFIC TOPS Access Tandem to the MCIm switch.

3.11.1.3 BLV and BLVI

BLV and BLVI inquiries between operator bureaus shall be routed over the Local Interconnection Trunks using network-routable access codes published in the LERG.

3.11.2 Operator Contract with PACIFIC

3.11.2.1 Directory Assistance ("DA")

3.11.2.1.1 MCIm may contract for DA services only. A segregated trunk group for these services will be required to the appropriate PACIFIC Operator Services Tandem in the LATA for the NPA MCIm wishes to serve. This trunk group is set up as one-

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way outgoing only and utilizes Modified Operator Services Signaling. (2 Digit Automatic Number Identification (ANI)).

3.11.2.2 Directory Assistance Call Completion

3.11.2.2.1 MCIm contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each PACIFIC Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI).

3.11.2.3 Reserved for future use.

3.11.2.4 Busy Line Verification

3.11.2.4.1 When PACIFIC's operator is under contract to verify MCIm's Customer loop, PACIFIC will utilize a segregated one-way trunk group with MF signaling from PACIFIC's Access Tandem to MCIm switch.

3.11.2.5 Operator Assistance (0+, 0-)

3.11.2.5.1 This service requires a one-way trunk group from MCIm's switch to PACIFIC's TOPS tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/ECC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group.

3.11.2.6 Digit-Exchange Access Operator Services Signaling:

3.11.2.6.1 MCIm will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the Operator Services switch that are equipped to accept 10 Digit

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Signaling for Automatic Number Identification (ANI).

4. TRUNK DESIGN BLOCKING CRITERIA

*4.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon peak busy hour applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available). However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence. The Parties agree that Section 6.9 of this Appendix ITR shall not be construed to allow either Party to augment trunk capacity beyond the number of trunks forecast pursuant to the requirements of this Section 4.1.

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group

5. FORECASTING RESPONSIBILITIES

5.1 MCIm will provide an initial trunk forecast for establishing the initial interconnection facilities and equipment. MCIm will provide subsequent forecasts on a semi-annual basis in the months of December and June, no later than January 1 and July 1, concurrent with the publication of PACIFIC's General Trunk Forecast including yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years. The Parties agree to the use of Common Language Location Identifier ("CLLI-MSG") which is described in Bellcore documents BR795-100-100 and BR795-400-100.

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5.2 Reserved for future use.

5.3 The semi-annual forecasts shall include:

5.3.1 Yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and Meet Point trunks, End Office Local Interconnection trunks, and tandem subtending Local Interconnection end office equivalent trunk requirements) for a minimum of three (current and plus-1 and plus-2) years; and

5.3.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders for greater than eight (8) DS-1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.3.3 The Parties shall agree on a forecast provided under §8.1 to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year.

5.4 If forecast quantities are in dispute the Parties shall meet to reconcile the forecast within 48 DS-0 trunks.

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

6. TRUNK SERVICING

6.1 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups.

6.2 Utilization shall be defined as trunks required as a percentage of trunks in service. Trunks required shall be determined using methods described in this Appendix using Design Blocking Objectives stated in 4.1.

6.3 Either party may send a Trunk Group Service Request ("TGSR") to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

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6.4 Upon receipt of a TGSR, the receiving party will issue an ASR to the other Party within twenty (20) business Days. MCIm will have administrative control for the issuance of ASRs on two way trunk groups and ancillary trunk groups (Operator Services and Directory Assistance).

6.5 If the receiving party does not agree with the TGSR recommendation, the Parties will schedule a joint planning discussion within the two or twenty business days described above. The parties will meet to resolve and mutually agree to the disposition of the TGSR.

6.6 If a PACIFIC initiated TGSR does not result in an ASR or if MCIm does not respond by scheduling the joint discussion as described, PACIFIC will attempt to contact MCIm to schedule a meeting. If MCIm does not agree to meet within an additional five (5) business days and present adequate reason, PACIFIC will follow the TGSR recommendation to resize the trunk group.

6.7 In a blocking situation on a final trunk group, MCIm is responsible to issue an ASR to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. If an ASR is not issued, PACIFIC will issue a TGSR. MCIm will issue an ASR within (3) three business days after receipt and review of the TGSR. MCIm will note "service affecting" on the ASR.

6.8 Trunk servicing responsibilities for TOPS trunks used for stand-alone operator service or Directory Assistance are the sole responsibility of MCIm.

*6.9 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

ORDER PROCESSING

6.10 Where one-way trunks are used, PACIFIC will issue ASRs for trunk groups for traffic that originates in PACIFIC and terminates to MCIm. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.

6.10.1 The intervals used for the provisioning process will be the same as those used for Pacific's Switched Access service.

6.11 Orders that comprise a major project, i.e., greater than eight (8) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and

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coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among PACIFIC and MCIm work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.12 When PACIFIC confirms a MCIm order via Firm Order Confirmation (FOC) with the due date, this signifies that PACIFIC has determined facilities are available to process the MCIm order. If subsequently, facilities are found not to be available, MCIm shall utilize PACIFIC's escalation process. If MCIm is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, MCIm will provide PACIFIC with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If MCIm requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by MCIm. In instances of new switch installs or trunk installs of over 480 trunks, MCIm will provide PACIFIC with a requested revised service due date that is no more than ninety (90) calendar days beyond the original service due date. In such instances, MCIm will coordinate with PACIFIC and make reasonable efforts to agree to the shortest reasonable interval up to the maximum ninety (90) day interval. Should MCIm fail to cancel such an ASR, PACIFIC shall treat that ASR as though it had been canceled.

6.13 PACIFIC shall provision interconnection trunks in the following manner:

6.13.1 PACIFIC shall provide FOCs within four (4) business days for trunk augments and within seven (7) business days for new trunk groups.

6.13.2 For facility/switching equipment shortage, PACIFIC shall include relief date status and explanation of the cause of the shortage under the "Remarks" field. If no relief date is available, "further status due date" shall be provided. "9/9/99" shall not be used to indicate no relief date available. On the date that status is due, by 5 PM of that day, PACIFIC shall re-FOC with updated status.

6.13.3 A contact name and number shall be provided for orders in held-order status. PACIFIC shall call MCIm on held-order-denied orders.

6.13.4 If either Party is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, MCIm will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. In instances of new switch installs or trunk installs of over 480 trunks, MCIm will provide PACIFIC with a requested revised service due date that is no more than ninety (90) calendar days beyond the original

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service due date. In such instances, MCIm will coordinate with PACIFIC and make reasonable efforts to agree to the shortest reasonable interval up to the maximum ninety (90) day interval or any other mutually agreed to date.

7. SERVICING OBJECTIVE/DATA EXCHANGE

7.1 Each of the Parties agrees to provide traffic data to the other party for all calls delivered to the other party. Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20)-business day study period. Upon request, each Party will make available to the other trunk group measurement reports for trunk groups terminating in the requesting Party's network. These reports will contain offered load, measured in CCS (100 call seconds), that has been adjusted to consider the effects of overflow, retrials, and day-to-day variation. They will also contain overflow CCS associated with the offered load, day-to-day variation, peakedness factor, the date of the last week in the four-week study period and the number of valid days of measurement. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage, Overflow Peg Count, and Maintenance Usage measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Some examples of these reports are DIXC and TIKI.

7.2 Parties must have agreed to a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) weeks of the Effective Date of this Agreement for existing trunks or trunk groups and within three (3) months of the Effective Date, or such date as agreed upon, for new trunks or trunk groups.

8. PROVISIONING

8.1 Testing standards and procedures shall be mutually agreed to by the parties during implementation.

8.2 MCIm and PACIFIC shall share responsibility for all Control Office functions for Local Interconnection Trunk Groups and Trunks, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

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8.3 MCIm is responsible for all Control Office functions for the Meet Point Trunk Groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.4 MCIm and PACIFIC shall:

8.4.1 provide trained personnel with adequate and compatible test equipment to work with each other's technicians;

8.4.2 notify each other when there is any change affecting the service requested, including the due date;

8.4.3 coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date. MCIm will be initiator of the joint activities;

8.4.4 perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other;

8.4.5 advise each other's Control Office if there is an equipment failure that may affect the interconnection trunks;

8.4.6 provide each other with a trouble reporting number that is readily accessible and available 24 hours per day/7 days a week;

8.4.7 provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party;

8.4.8 provide their respective billing contact numbers to one another on a reciprocal basis; and

8.4.9 conduct cooperative testing for the proper recording of AMA records in each carrier switch(es) before establishing service.

9. NETWORK MANAGEMENT

9.1 Restrictive Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. MCIm

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and PACIFIC will immediately notify each other of any protective control action planned or executed.

9.2 Expansive Controls

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

9.3 Mass Calling

MCIm and PACIFIC shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

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APPENDIX:

LIDB AND CNAM SERVICE

TABLE OF CONTENTS

1. INTRODUCTION 3
2. DEFINITIONS 3
3. DESCRIPTION OF SERVICE 3
4. PRICE AND PAYMENT 5
5. OWNERSHIP OF INFORMATION 6
6. TERM AND TERMINATION 7
7. LIMITATION OF LIABILITY 8
8. COMMUNICATION AND NOTICES 9
9. CONFIDENTIALITY 10
10. MUTUALITY 10

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APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

*1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name (CNAM) Database Service provided by PACIFIC and MCIm.

2. DEFINITIONS

2.1 "Database (or Data Base)" means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.

2.2 "Account Owner" means a telecommunications company, including PACIFIC that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.3 "Personal Identification Number" (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.4 "Query" means a message that represents a request to a Database for information.

2.5 "Query Rate" means a per-query usage rate that applies to each Query received at an PACIFIC Database.

2.6 "Query Transport Rate" means a per-query usage rate that applies to certain Queries transported from an PACIFIC STP to the SCP where LIDB and/or the CNAM Database resides and back.

2.7 "Response" means a message that, when appropriately interpreted by the MCIm query-originating service platform, represents an answer to a Query.

*3. DESCRIPTION OF SERVICE

*3.1 LIDB Service and/or CNAM Query provide MCIm with certain line information that MCIm may use to facilitate completion of calls or services. PACIFIC provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariff:

3.1.1 Intentionally Omitted.

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3.1.2 Intentionally Omitted.

3.1.3 Intentionally Omitted.

3.1.4 Tariff FCC No. 128

3.2 PACIFIC will provide MCIm with access PACIFIC CNAM Database for CNAM Query. CNAM Query allows MCIm to retrieve the name associated with a calling number for use in MCIm's Calling Name Delivery Service (CNDS).

3.3 All MCIm CNAM Queries to PACIFIC's CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. MCIm acknowledges that such subsystem number and translation type values are necessary for PACIFIC to properly process Queries to its CNAM Database.

3.4 MCIm acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of PACIFIC's CCS/SS7 network. The Parties further agree that PACIFIC's, shall employ certain automatic and/or manual overload controls equally to all query originators including Pacific itself within PACIFIC's CCS/SS7 network to guard against these detrimental effects. PACIFIC's will report to MCIm any instances where overload controls are invoked due to MCIm's CCS/SS7 network and MCIm agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3.5 Prior to PACIFIC initiating a new LIDB service application and until such time that PACIFIC has capacity, MCIm shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date, in writing, PACIFIC determines that it lacks adequate processing capability to provide LIDB Service to MCIm, PACIFIC shall notify MCIm of PACIFIC's inability to provide the LIDB Service(s) until additional capacity is added. PACIFIC will work diligently to provide this service to MCIm as soon as reasonably possible and shall have no liability to MCIm for any delays in providing this service.

3.6 MCIm will update its non-binding busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. MCIm shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect.

3.7 Intentionally Omitted.

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3.8 Account Owners are responsible for the accuracy and completeness of the Line Records that they provide to PACIFIC for storage in PACIFIC's LIDB and/or CNAM Database. PACIFIC is responsible for populating the data in LIDB and/or CNAM Database as that data was provided by the Account Owner. MCIm will resolve any disputes regarding data accuracy with the appropriate Account Owner.

3.9 Intentionally Omitted.

4. PRICE AND PAYMENT

*4.1 MCIm will pay PACIFIC a per-Query rate for each Query initiated into PACIFIC's LIDB and/or CNAM Database. MCIm will also pay PACIFIC a per-Query Transport Rate for each Validation and OLNS Query initiated into PACIFIC's LIDB. These rates are set forth in Appendix Pricing.

4.2 MCIm will pay a Service Establishment Nonrecurring Charge for each point code MCIm requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.

*4.3 Intentionally Omitted.

*4.4 MCIm will make payment to PACIFIC for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing.

4.5 Except as set forth in Section 4.11, PACIFIC will record usage information for MCIm's LIDB Service Queries and/or CNAM Queries terminating to PACIFIC's LIDB. PACIFIC will use its SCPs as the source of usage data.

4.6 Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in the General Terms and Conditions of this Agreement.

4.7 MCIm will notify PACIFIC when MCIm discontinues use of an OPC used to Query LIDB and/or CNAM Database.

*4.8 PACIFIC will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2.

4.9 Both Parties understand and agree that when MCIm uses a single OPC to originate Queries to PACIFIC's LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support MCIm's CLEC operations within PACIFIC's incumbent serving areas and when such Queries support other uses of MCIm's service platforms.

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*4.10 Intentionally Omitted.

*4.11 Intentionally Omitted.

4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, PACIFIC will record usage information for MCIm's LIDB Service Queries terminating to PACIFIC's LIDB. PACIFIC will use its SCPs as the source of usage data.

4.11.2 Until such time as PACIFIC is able to bill its CNAM Query using a single per query rate, PACIFIC will bill CNAM Queries in the same manner that PACIFIC bills Validation Queries. PACIFIC will bill its CNAM Query at a per-Query and a per-Query Transport rate for each CNAM Query initiated into PACIFIC's LIDB. The per-Query Transport rate PACIFIC will bill will be the same per-Query Transport rate PACIFIC bills for Validation Queries. The sum of the per-Query and per-Query Transport PACIFIC will bill for its CNAM Query will equal the CNAM per-Query rate in Appendix Pricing.

4.11.3 Intentionally Omitted.

4.11.4 Intentionally Omitted.

4.11.5 Intentionally Omitted.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, PACIFIC will bill MCIm for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in PACIFIC's LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. MCIm obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by the Parties, MCIm will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. MCIm may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. MCIm may not store for future use any non-MCIm data that MCIm accesses from PACIFIC's LIDB. PACIFIC agrees that MCIm may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate MCIm's facilities usage needs, and for engineering, capacity, and network planning. MCIm agrees that PACIFIC may use statistics for the same purposes. MCIm may aggregate individual LIDB statistics regarding the number of MCIm's LIDB

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Queries and similar type of information during a specified time period, such as a month or a year. MCIm will only publish such statistics in aggregate form and will ensure that the all non-MCIm names are redacted and cannot reasonably be identified from the published materials.

5.3 Proprietary information residing in PACIFIC's LIDB and/or CNAM Database is protected from unauthorized access and MCIm may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

5.3.3 Billed Number Screening (BNS) indicators

5.3.4 Class of Service (also referred to as Service or Equipment)

5.3.5 Reports on LIDB and CNAM Query usage

5.3.6 Information related to billing for LIDB and CNAM Query usage

5.3.7 LIDB and CNAM Query usage statistics

5.4 MCIm will not copy, store, maintain, or create any table or database of any kind based upon information received in a Response from PACIFIC's LIDB and/or CNAM Database.

5.5 If MCIm acts on behalf of other carriers, MCIm will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from PACIFIC's LIDB and/or CNAM Database.

6. TERM AND TERMINATION

6.1 Intentionally omitted.

6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

6.3 Intentionally omitted.

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7. LIMITATION OF LIABILITY

7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service and/or CNAM Database.

7.2 The remedies as set forth above in this Appendix shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

7.3 In no event shall PACIFIC have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.

7.4 PACIFIC is furnishing access to its LIDB and/or CNAM Database to facilitate MCIm's provision of services to its Customers, but not to insure against the risk of non-completion of any call. While PACIFIC agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. MCIm acknowledges that PACIFIC can furnish Line Record information only as accurate and current as the information has been provided to PACIFIC for inclusion in its LIDB and/or CNAM Database. Therefore, PACIFIC, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to MCIm or to MCIm's Query originating carrier customers except for such inaccuracies caused by PACIFIC's willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY PACIFIC HEREUNDER SHALL BE PROVIDED "AS IS". PACIFIC WILL PROVIDE CALLING NAME INFORMATION TO MCIM OF THE SAME ACCURACY, COMPLETENESS, AND QUALITY AS PACIFIC PROVIDES TO ITSELF OR ITS AFFILIATES. PACIFIC MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED AND, PACIFIC IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING

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ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S CUSTOMERS' USE OF THE CALLING NAME INFORMATION.

7.6 MCIm acknowledges that PACIFIC's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. MCIm also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, PACIFIC, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in PACIFIC's Calling Name Database and provided to MCIm or MCIm's query-originating carrier customers, except for such content related claims, damages, or actions resulting from PACIFIC's willful misconduct or gross negligence.

7.7 MCIm acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

7.8 MCIm acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. MCIm agrees not to attempt to obtain the caller's name information by originating a Query to PACIFIC's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. MCIm also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, PACIFIC, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by MCIm or MCIm's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information.

8. COMMUNICATION AND NOTICES

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8.1 Ordering and billing inquiries for the services described herein from PACIFIC shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

9.1 The Parties' Confidential Information is subject to the terms and conditions of Section 29.6 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

10.1 MCIm agrees to make its Line Record Information available to PACIFIC. Should MCIm store its Line Record information in a database other than PACIFIC's, MCIm will make such Information available to PACIFIC through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between PACIFIC and the database provider. PACIFIC agrees to negotiate in good faith to reach such an agreement. If PACIFIC is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, MCIm acknowledges that such MCIm Line Record information will be unavailable to any customer, including any MCIm's customer, that is served by PACIFIC's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

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APPENDIX:

LINE SHARING

Table of Contents

1. INTRODUCTION 3

2. DEFINITIONS 4

3. GENERAL TERMS AND CONDITIONS RELATED TO UNBUNDLED HFPL 5

4. HFPL NETWORK ELEMENTS 5

5. LOOP OFFERING 6

6. OSS 8

7. PROVISIONING 8

8. SERVICE QUALITY AND MAINTENANCE 8

9. HFPL SPLITTER OWNERSHIP AND RESPONSIBILITIES 13

10. LINE SHARING TURN-UP TESTING PROCEDURES 16

11. SPECTRUM MANAGEMENT 17

*represents a Non-Voluntary Arrangement.

LINE SHARING

1.0 INTRODUCTION

1.1. This Appendix Line Sharing sets forth the terms and conditions under which PACIFIC will provide MCIm with unbundled line-shared high frequency portion of the loop ("HFPL") unbundled Network Elements, and associated terms and conditions, that PACIFIC will offer to MCIm for MCIm to use to provide HFPL to its customers. In addition to the terms and conditions of this Appendix Line Sharing, PACIFIC shall make unbundled HFPL Network Elements available to MCIm in accordance with applicable terms and conditions of Appendix UNE and Appendix xDSL, which are hereby incorporated into this Appendix Line Sharing by this reference. In the event of a conflict between the terms of this Appendix Line Sharing and Appendix xDSL, or between this Appendix Line Sharing and Appendix UNE, the Parties agree that the terms of this Appendix Line Sharing shall control.

1.2. The Parties acknowledge that, as of the Effective Date, the CPUC is considering issues related to line sharing in the Line Sharing Phase of its OANAD Proceeding (R.93-04-003/I.93-04-002) and agree that, upon the issuance of a final order by the CPUC in the permanent phase of the Line Sharing Proceeding, either Party may seek to amend this Appendix Line Sharing in accordance with the requirements of Section 29.18 of the General Terms and Conditions of this Agreement. In addition, the Parties agree that final outcomes from the SBC 13-State Line Sharing Collaborative may, at MCIm's request, be incorporated into this Appendix Line Sharing and that the Parties will negotiate in good faith to arrive at an agreement on conforming modifications. If negotiations for such amendments fail, either Party may seek to resolve such disputes in accordance with the requirements of Section 29.13 of the General Terms and Conditions of this Agreement.

1.3. Omitted Intentionally.

1.4 The Parties enter into this Appendix Line Sharing without waiving current or future relevant legal rights and without prejudicing any position either Party may take on relevant issues before industry forums and collaboratives, state or federal regulatory or legislative bodies, or courts of competent jurisdiction.

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1.5 PACIFIC shall provide MCIm with the Network Elements, and reporting associated with such Network Elements, described in this Appendix Line Sharing, in accordance with the requirements set forth in Section 1.4 of Appendix xDSL of this Agreement.

1.6 PACIFIC shall provide MCIm with HFPL at the rates set forth in Appendix Pricing of this Agreement.

2.0 DEFINITIONS

2.1. Terms not defined herein shall have the meaning set forth in Appendix xDSL, Appendix UNE, or Appendix Definitions.

2.2. "Digital Added Main Line" or "DAML" is a technology employed to derive multiple voice-grade POTS circuits from a single copper pair.

2.3. Omitted Intentionally.

2.4. "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. This definition will be subject to the FCC's Order on Reconsideration, FCC 01-26. Unless the Commission supercedes this definition in the Permanent Line Sharing Proceeding (OANAD), PACIFIC shall only make the HFPL available to MCIm in those instances where PACIFIC is also providing retail POTS (voice band circuit switched) service on the same local loop facility to the same Customer.

2.5 Omitted Intentionally.

2.6 "Line Share Turn-Up Test" shall be defined as the testing for HFPL by the Parties as more specifically described in Section 10 in accordance with the Line Share Turn Up Test in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section.

2.7 Omitted Intentionally

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2.8 "Splitter" is a device that divides the data and voice signals concurrently moving across a Loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to a packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer ("DSLAM") equipment or may be externally mounted. This definition does not address services or network elements provided over next generation digital loop carrier systems.

3.0 GENERAL TERMS AND CONDITIONS RELATED TO UNBUNDLED HFPL

3.1. In addition to the general terms and conditions set forth in this Section 3, PACIFIC shall make HFPL available to MCIm in accordance with the terms and conditions of Section 4 of Appendix xDSL (General Terms and Conditions Related to Unbundled xDSL-CapableLoops).

3.2. PACIFIC will provide HFPL for MCIm to deploy xDSL technologies Presumed Acceptable For Deployment or Non-Standard xDSL-Based Technology as defined in Appendix xDSL. PACIFIC will not impose limitations on the transmission speeds of xDSL services; provided, however, that PACIFIC does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the FCC's Line Sharing Order, MCIm may only deploy xDSL technologies using HFPL when the HFPL does not interfere with analog voice band transmission.

4.0 HFPL NETWORK ELEMENTS

4.1. Omitted Intentionally.

4.2. When PACIFIC is the provider of retail POTS analog voice service on the same Loop to the same Customer, PACIFIC shall provide MCIm with HFPL access on that same Loop, provided that such Loop meets the Loop requirements as defined in Section 4 of Appendix xDSL. If the Commission removes the same Customer restriction in the Permanent Line Sharing Proceeding (OANAD), that restriction will no longer apply to this contract.

4.3. Omitted Intentionally.

4.4. Omitted Intentionally.

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5.0 LOOP OFFERING

5.1. Sub-Loop: In locations where PACIFIC has deployed: (1) DLC systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) DAML technology or (3) entirely fiber optic facilities to the customer PACIFIC will make the following options available to MCIm:

5.1.1. Where spare or dead count copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, MCIm has the option of requesting that PACIFIC make copper facilities available.

5.1.2. MCIm has the option of collocating a DSLAM in, or adjacent to, PACIFIC's Remote Terminal at the fiber/copper interface point, pursuant to collocation terms and conditions. When MCIm collocates its DSLAM at, or adjacent to, PACIFIC's Remote Terminals, PACIFIC will provide MCIm with unbundled access to subloops to allow MCIm to access the copper wire portion of the loop.

5.1.3. Where MCIm is unable to obtain spare or dead count copper loops necessary to provision a DSL service, and PACIFIC has placed a DSLAM in the Remote Terminal, PACIFIC must unbundle and provide access to its DSLAM. PACIFIC is relieved of this requirement to unbundle its DSLAM if it permits MCIm to collocate its DSLAM in the RT on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.

5.1.4. When requested by MCIm, PACIFIC will remove DAML as a part of line conditioning when it is unable to obtain a spare copper loop necessary to provision a DSL service, of such removal affects only one (1) customer and the customer agrees to such removal. MCIm will pay PACIFIC the rate for removal of such DAML set forth in the Pricing Appendix. In the event PACIFIC develops an additional, nondiscriminatory policy on DAML, it will file and serve such policy in CPUC Docket R. 93-04-003/I.94-04-002 within thirty (30) days.

5.2 If MCIm intends to offer line splitting, as defined in the FCC's Order on Reconsideration (FCC 01-26), then paragraph 5.2 will be superceded by a future decision in the Permanent Line Sharing Proceeding (OANAD). When PACIFIC traditional retail POTS services are disconnected (as

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opposed to suspended), PACIFIC will notify MCIm that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or will be disconnected at MCIm's option. Absent a request from MCIm to disconnect use of the HFPL within three (3) business days of such notification from Pacific, Pacific will automatically convert the HFPL to a full standalone UNE loop. In the event the HFPL is converted to a full standalone UNE loop, Pacific will not cause or require any interruption in service (except as provided below) to execute the loop access status change, unless otherwise requested by MCIm. In the event MCIm requests the splitter be removed from the loop, MCIm shall pay for reconfiguration associated with removal of the splitter. When Pacific removes a Pacific-owned splitter to convert the customer to a standalone loop, a momentary service outage (e.g., less than one minute or as defined by the FCC) in MCIm's data service will occur provided that such outage does not conflict with any FCC decision, rule or regulation. In the event of a conflict with any FCC order, Pacific must seek relief from the FCC. Should MCIm not request Pacific remove the splitter, MCIm will continue paying charges associated with the splitter as identified in the Appendix Pricing.

5.3 Pacific shall not be required to obtain the prior written consent of MCIm before migrating a customer who is presently receiving MCIm's data services; provided, however, Pacific shall not decommission an old copper loop when to do so eliminates MCIm's ability to offer, or to continue to provide, DSL service subject to the following conditions:

5.3.1 Pacific shall not be restricted from decommissioning the copper line if the existing DSL customer and/or MCIm elects not to purchase and pay for the entire UNE copper loop.

5.3.2 If, however, the existing MCIm DSL customer and MCIm elect to pay for the entire UNE copper loop (and thereby to continue DSL service over the existing copper line even when the customer's voice service is transported over a fiber portion of the loop), Pacific may not decommission the copper line until rates, terms and conditions for transport over fiber have been negotiated, mediated and/or arbitrated by the Parties under the Act and CPUC Resolution ALJ-178. The Parties acknowledge and agree that this limitation shall only apply for the life of this interim line sharing Appendix/Amendment and will automatically expire unless specifically continued during the subsequent, permanent phase of the California Line Sharing proceeding, CPUC RM 93-04-003/Investigation 93-04-002. In addition, Pacific will continue to reasonably maintain copper lines so MCIm has the ability to offer, or continue to provide, xDSL service. Pacific may, in the normal

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course of maintenance and upgrades, reuse existing copper for other purposes, but only if the copper stays in its existing location and continues to be available for use by MCIm (e.g., not if reuse requires removing the copper and placing it in a different geographic area).

5.4 Intentionally Omitted.

5.5 Intentionally Omitted.

5.6 Intentionally Omitted.

6.0 OSS

PACIFIC shall provide MCIm with OSS access and information for HFPL in accordance with the applicable terms and conditions of Appendix xDSL, Appendix UNE and Appendix OSS of this Agreement.

7.0 PROVISIONING

7.1. In addition to the terms and conditions of this Section 7.0, PACIFIC shall provide MCIm with provisioning for HFPL, when applicable, in accordance with the terms and conditions of Section 7 of Appendix xDSL.

*7.2 For HFPL, if MCIm's requested conditioning will significantly degrade the customer's analog voice service, PACIFIC is not required to condition a Loop. However, should PACIFIC refuse MCIm's request to condition a Loop, PACIFIC will, prior to denying MCIm's request for conditioning, make an affirmative showing to the CPUC that conditioning the specific Loop in question will significantly degrade voice band services. Provisioning intervals for HFPL are the same as those set forth in Section 7 of Appendix xDSL. If PACIFIC is successful in making this affirmative showing, PACIFIC agrees to provide spare or dead count copper and line and station transfers as a work around.

8.0 SERVICE QUALITY AND MAINTENANCE

8.1 If requested by MCIm, the Parties shall perform Line Sharing Turn-up Testing on HFPL in accordance with the requirements set forth in the Line Share Turn Up Test in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section.

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8.2 Narrowband/voice service: If the narrowband, or voice, portion of a Loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, PACIFIC shall repair the narrowband portion of the Loop without disturbing the broadband portion of the Loop. PACIFIC and MCIm agree to coordinate in good faith any Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will PACIFIC perform any Splitter testing, repair or maintenance that interrupts the flow of data to a MCIm customer without first attempting to coordinate with MCIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur; provided, however, if after attempts at reasonable coordination have been made by PACIFIC without resolution, PACIFIC may restore narrowband voice service without MCIm's approval.

8.2.1 PACIFIC will offer a 24-hour clearing time, excluding weekends and holidays, on trouble reports referred by MCIm and found to be in the Central Office. If PACIFIC isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by MCIm data equipment or MCIm-owned Splitter, PACIFIC will attempt to notify MCIm and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). MCIm will allow the customer the option of restoring the POTS service if the customer is not satisfied with the repair interval provided by MCIm. If the customer chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either MCIm or PACIFIC (or if MCIm has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to PACIFIC cutting around the POTS Splitter/DSLAM equipment to restore POTS. When MCIm resolves the trouble condition in its equipment, MCIm will contact PACIFIC to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in MCIm equipment, PACIFIC will charge MCIm upon closing the trouble ticket.

8.3 Splitter Maintenance

8.3.1 PACIFIC is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter and MCIm is responsible for all testing, repair and maintenance of facilities and equipment on its side of the Splitter.

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8.3.2 PACIFIC and MCIm agree to coordinate in good faith any Splitter testing, repair and maintenance that will significantly impact the service provided by the other Party. In no event will PACIFIC perform any Splitter testing, repair or maintenance that interrupts the flow of data to a MCIm customer without first coordinating with MCIm to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur. As a last resort, PACIFIC may restore voice service without MCIm's approval, where PACIFIC is the voice provider. When MCIm reports trouble in a PACIFIC-owned Splitter to PACIFIC and PACIFIC finds no trouble with such Splitter, if MCIm subsequently dispatches a technician who determines that the trouble is with PACIFIC's Splitter, then PACIFIC shall pay MCIm for the cost of dispatching MCIm's technician.

8.3.3 PACIFIC will provide resolution of MCIm-referred trouble tickets for the HFPL in parity with repair intervals PACIFIC provides its advanced services affiliates for the HFPL.

8.3.3.1 If MCIm opens a trouble ticket for the HFPL portion of the loop to PACIFIC and the problem is determined to be in MCIm's network, MCIm will pay PACIFIC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified above) upon closing the trouble ticket.

8.3.3.2 PACIFIC-Owned Splitter

8.3.3.2.1 When PACIFIC owns the Splitter and has not placed such Splitter in a common area with MCIm access, PACIFIC shall conduct any necessary repair work within 24 hours (excluding weekends and holidays), or work with MCIm to allow MCIm test access, at MCIm's option.

8.3.3.2.2 When PACIFIC owns the Splitter and provides MCIm with test access to the Splitter, PACIFIC will permit MCIm to perform testing, and will provide MCIm with access to the Splitter 24 hours a day, 7 days a week.

8.3.3.3.1 PACIFIC will offer a 24-hour clearing time, excluding weekends and holidays, or parity with

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the repair intervals PACIFIC provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by MCIm where the voice service has not been impacted after such trouble has been isolated to the PACIFIC central office.

8.3.3.3 MCIm-Owned Splitter.

8.3.3.3.1 When MCIm owns the Splitter, MCIm is responsible for performing maintenance, repair and testing on the Splitter.

8.3.3.3.2 If PACIFIC isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by MCIm data equipment or splitter, PACIFIC will notify MCIm and request a trouble ticket and a committed restoration time from MCIm for clearing the reported trouble.

8.3.3.4 MCIm shall not rearrange or modify the retail POTS within its equipment in any way beyond the original HFPL service.

8.3.3.5 Test Head

8.3.3.5.1 PACIFIC will provide MCIms access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a MCIm utilizing MLT intrusive test scripts, MCIm must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. MCIm may not perform intrusive testing without having first obtained the express permission of the Customer and the name of the person providing such permission. MCIm shall make a note on the applicable screen space of the name of the Customer providing permission for such testing before initializing any intrusive test or so note such information on MCIm's trouble documentation for non-mechanized tests.

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8.3.3.5.2 MCIm hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to PACIFIC facilities and hereby agrees to release, defend and indemnify PACIFIC, and hold PACIFIC harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against PACIFIC by an Customer, any telecommunications service provider or telecommunications user relating to such testing by MCIm.

8.3.3.5.3 MCIm shall have physical and/or remote test access to new test capabilities on the same terms and conditions (parity treatement) as PACIFIC provides to other CLECs should such new test capabilities be developed. MCIm shall have physical and/or remote test access as specified in Sec 8.3.3.1.2.

8.3.3.6 Either Party may offer the Customer the option of restoring the POTS line if the Customer is not satisfied with the repair interval provided by MCIm. If the Customer chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either MCIm or PACIFIC, the contacted Party will notify the other and provide contact names prior to PACIFIC "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

8.3.3.7 When MCIm resolves the trouble condition in its equipment, MCIm will contact PACIFIC to restore the HFPL.

8.3.3.8 In the event the trouble is identified and corrected in MCIm equipment, PACIFIC will charge MCIm the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.

8.3.3.9 MCIm shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with PACIFIC.

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9.0 HFPL SPLITTER OWNERSHIP AND RESPONSIBILITIES

9.1. Option 1: MCIm will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain Splitters. When physically collocating, Splitters shall be installed in MCIm's collocation arrangement area (whether caged or cageless) consistent with the collocation provisions set forth in Appendix Collocation of this Agreement. When virtually collocated, PACIFIC will install, provision and maintain Splitters under the terms and conditions for virtual collocation set forth in Appendix Collocation of this Agreement. PACIFIC will also allow a MCIm-owned shelf to be installed under the terms and conditions of virtual collocation

9.1.1 When physically collocated, Splitters will be placed in traditional collocation areas as set forth in Appendix Collocation of this Agreement or applicable Commission-ordered tariff. In this arrangement, MCIm will have test access to the line side of the Splitter on the terminating end of the cross connect to the collocation arrangement. When virtually collocated, PACIFIC will install the Splitter in a PACIFIC bay and PACIFIC will access the Splitter on behalf of MCIm for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. MCIm is not permitted direct physical access to the MDF or the IDF for testing.

9.1.1.1. Splitter provisioning will use standard PACIFIC configuration cabling and wiring in PACIFIC locations. Pacific's Connecting Block layouts will reflect standard recognizable arrangements that will work with Pacific Operations Support Systems ("OSS").

9.1.1.1.1 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

9.1.1.2. All Splitter equipment must be compliant with applicable national standards and NEBS Level 1.

9.1.2. Option 2: The Parties acknowledge and agree that a line-at-a-time splitter option is feasible and desirable. PACIFIC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease Splitters in accordance with the terms set forth herein. PACIFIC will provide Splitter functionality that is compatible with

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any transmission technology that MCIm seeks to deploy. PACIFIC will determine where such PACIFIC-owned Splitters will be located in each Central Office; provided, however, PACIFIC shall use best engineering practices to locate such Splitters as close to the MDF as possible. Upon MCIm's request, PACIFIC shall provide access to the area in which PACIFIC places PACIFIC-owned Splitters. Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, PACIFIC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. PACIFIC will determine where such PACIFIC-owned splitters will be located in each central office. PACIFIC owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon MCIm's request, PACIFIC will perform testing and repair at the PACIFIC-owned splitter on behalf of MCIm. In the event that no trouble is found at the time of testing by PACIFIC, MCIm shall pay PACIFIC for such testing at the rates set forth in the interconnection agreement with the parties. MCIm will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities. PACIFIC will provide MCIm 24-hour, 7 days a week nondiscriminatory test access to the splitter. Such test access shall include but not be limited to a physical test access point at the Splitter (e.g., a "test head" or a standardized interface to a test access server) and remote test access to PACIFIC Loop testing functionalities for purposes of Loop testing, maintenance, and repair activities. All such testing shall be conducted in accordance with the cooperative testing provisions set forth in Section 8 of Appendix xDSL.

9.1.2.1. Upon MCIm's request, PACIFIC will perform testing at a PACIFIC-owned Splitter on behalf of MCIm. In the event that no trouble is found at the time of testing by PACIFIC, MCIm shall pay PACIFIC for such testing in accordance with the requirements set forth in Section 8.2 of Appendix xDSL. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

9.1.2.2 PACIFIC agrees to lease such Splitters a line at a time subject to the following terms and conditions:

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9.1.2.2.1 PACIFIC's initial deployment of Splitters will take place pursuant to the rating and ranking process which occurred prior to June 6, 2000. After the initial Splitter deployment, Splitters will be installed in accordance with the terms and conditions set forth in Appendix Collocation of this Agreement. PACIFIC shall make a good faith effort to meet actual aggregate demand for Splitter capacity using standard industry forecast and capacity management practices.

9.1.2.2.2 MCIm will provide PACIFIC with a forecast of its demand for Splitter ports for each Central Office, prior to submitting its first LSR for an individual Central Office and then every January and July thereafter (or as otherwise agreed to by both Parties). MCIm may update its forecast information more often, particularly when it learns of an error in its most recently submitted forecast. Although not a requirement, MCIm may also provide aggregate forecasts for Splitter requirements by metropolitan area.

9.1.2.2.3 MCIm's failure to submit a forecast for a given office may affect provisioning intervals. Forecasts will be non-binding on both PACIFIC and MCIm. In the event MCIm fails to submit a forecast in a central office which does not have available splitter ports, PACIFIC shall have an additional ten (10) business days to install MCIm's line sharing order after such time as the additional splitter equipment is installed in the Pacific central office.

9.1.2.2.3.1 Forecasts will be non-binding on both PACIFIC AND MCIm. As such PACIFIC shall not face liability form failure to provision facilities if the cause is simply reliance on non-binding forecasts.

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9.1.2.3 Splitter provisioning will use standard PACIFIC configuration cabling and wiring in PACIFIC locations. Connecting block layouts will reflect standard recognizable arrangements that will work with PACIFIC's OSS.

9.1.2.4 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

9.1.2.5 All PACIFIC-owned Splitter equipment will be compliant with applicable national standards and NEBS Level 1.

9.1.2.5.1 Intentionally omitted.

9.1.2.5.2 PACIFIC retains the sole right to select PACIFIC-owned Splitter equipment and installation vendors.

*9.1.2.7 From time to time, PACIFIC may need to replace or repair PACIFIC-owned Splitters or Splitter cards, which replacement may necessitate a brief interruption of service. In the event that service interruption is anticipated by PACIFIC to last more than (i) fifteen (15) minutes or (ii) the outage time MCIm uses as a trigger to notify its own customers, whichever is greater, PACIFIC shall provide MCIm with at least 2 hours' notice. MCIm shall notify PACIFIC of the trigger it uses for notifying its customers of an outage.

10. LINE SHARING TURN-UP TESTING PROCEDURES

10.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Share Turn-Up Test is comprised of several work steps to be completed by PACIFIC's central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is veified on the cable pair leaving the central office.

10.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

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10.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in the CLEC Handbook under the Line Share User Guide Manual and Technical Publication Section. MCIm will not be billed for the Line Sharing Turn-Up Test.

11. SPECTRUM MANAGEMENT

The Parties shall use spectrum management to manage the deployment of HFPL in accordance with the standards set forth in Section 8 of Appendix xDSL of this Agreement.

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APPENDIX:

LNP (Local Number Portability)

Table of Contents

I. INTERIM NUMBER PORTABILITY 3

II. PERMANENT NUMBER PORTABILITY (PNP) 5

III. INP TO PNP TRANSITION 9

IV. MASS CALLING CODES 10

V. PROVISIONS OF INP AND PNP BY MCIm TO PACIFIC 10

VI. INCORPORATION BY REFERENCE 10

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I. INTERIM NUMBER PORTABILITY

A. Provision of Local Number Portability

The Parties agree to provide Permanent Number Portability (PNP) as soon as it is technically feasible, in conformance with the Act and the rules of the FCC and the Commission. Until PNP is available, the Parties agree to provide Interim Number Portability (INP) via RCF. (As of January 31, 1999, all PACIFIC switches are PNP capable.) Each Party will provide INP with minimum impairment of functionality, quality, reliability and convenience to the other Party's subscriber. In this Agreement, the Party that operates the switch to which the number is ported is the "Ported-to Party," and the Party that operates the switch from which the number is ported is the "Porting Party."

B. Interim Number Portability (INP)

INP shall be provided by Remote Call Forwarding. Both Parties agree to release ported telephone line numbers back to the Porting Party assigned the NXX in the LERG associated with the ported telephone line number, when the ported telephone line number is disconnected (i.e. when the ported number is no longer in service for the customer originally assigned the ported number), and any applicable referral / intercept period has expired.

1. Remote Call Forwarding

Remote Call Forwarding (RCF) refers to the End Office Switch functionality used by PACIFIC to provide both Remote Call Forwarding to retail Customers and Directory Number Call Forwarding INP to MCIm. RCF may be used by either Party to provide subscribers with limited service provider INP by redirecting calls within the telephone network. When RCF is used to provide INP, calls to the ported number will first route to the Porting Party Switch to which the ported number was previously assigned. The Porting Party switch will then forward the call to a number with an NXX associated with the switch operated by the Ported-to Party to which the number is ported. Additional paths, if necessary to handle multiple simultaneous calls to the same ported telephone number, shall be included in the provisioning of RCF as specified by the ordering carrier.

C. Other Interim Portability Provisions

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1. The Parties shall exchange SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in each Party's network. This requirement is not applicable:

   i. where INP is provisioned using MF signaling, or

   ii. for certain CLASS features (e.g. call return) when RCF INP is used.

   iii. For INP service, MCIm shall submit a separate DSR for the listing of MCIm Customer in White Pages and Directory Assistance. See White Page Appendix and Directory Assistance Appendix for the provisioning of service.

2. The Parties agree to disclose to each other any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. The Parties shall cooperate in the process of porting numbers to minimize customer out-of-service time, including updating switch translations where necessary.

3. INP will be implemented by both Parties in a manner which will support the full capabilities of E911 service for ported numbers. With respect to E911 service associated with ported numbers under INP, the Parties agree that all ported directory numbers will remain in the Automatic Location Identification (ALI) databases. When RCF is used, both the ported dialed numbers and forwarded-to numbers for ported subscribers shall be stored in the ALI databases. The Ported-to Party shall have the right to verify the accuracy of the information in the DBMS databases.

   i. When INP is used to port a subscriber, the Porting Party must maintain the Line Information Database (LIDB) record for that number to reflect appropriate conditions as reported to it by the Ported-to Party. The Porting Party must outclear call records to the Ported-to Party for billing and collection from the subscriber.

   ii. The Porting Party should send a CARE transaction 2231 to notify the subscriber's presubscribed IXC that access is now provided by a new MCIm for that number.

   iii. With regard to the division of terminating Switched Access revenues associated with RCF the Porting Party shall pay the Ported-to Party $1.75 per month for each business line and $1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made based on the total number

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of lines included in the same hunting arrangement as the INP number. Partial months will be paid on a prorated basis and such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and reciprocal compensation that would have been received by each Party if the PNP had been in effect.

II. PERMANENT NUMBER PORTABILITY (PNP)

GENERAL

The Parties agree that the industry has established local routing number or "LRN" technology as the method by which permanent number portability or "PNP" will be provided in response to FCC Orders in FCC 96-286 (i.e. First Report and Order and subsequent orders issued to the date this agreement was signed). As such, the Parties agree to provide PNP via LRN to each other as required by FCC Order or Industry agreed upon practice.

TERMS AND CONDITIONS UNDER WHICH PARTIES WILL PROVIDE PNP TO EACH OTHER

A. Service Provided

1. PACIFIC provides MCIm the use of the PACIFIC PNP database via the Service Provider Number Portability (SPNP) Database Query. The N-1 Carrier's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. The owner of the PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

2. MCIm may use the PACIFIC PNP database, PNP software, and SS7 network via the SPNP Query for local traffic.

3. MCIm will perform its own trigger and Query. MCIm has prearranged for backup query service with PACIFIC pursuant to PACIFIC tariff.

4. The Parties shall only provide PNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

5. The Parties do not offer PNP services and facilities for NXX codes 555 and 950.

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6. As of January 31, 1999, all PACIFIC switches are PNP capable. The Parties will deploy LRN in the following MSAs per the timelines set forth by the FCC, unless such timelines are extended by the FCC:

MSA	DEPLOYMENT COMPLETED BY
Los Angeles	July 19,1998
Riverside, San Diego	August 18, 1998
Orange County, Oakland San Francisco	September 17, 1998
San Jose, Sacramento Fresno	October 19, 1998
Ventura, Bakersfield Stockton and Vallejo	December 31, 1998

7. After December 31, 1998, the Parties will deploy LRN in other MSAs in compliance with the process identified in Attachment 1 to the Appendix.

8. When purchasing the SPNP Database Query, MCIm will access PACIFIC's facilities via an SS7 link to the PACIFIC STP.

9. When purchasing the SPNP Query - Prearranged, MCIm will advise PACIFIC of the entry point(s) of queries to the PACIFIC network and provide a query forecast for each entry point.

10. The Porting Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.

11. After December 31, 1998, PACIFIC will deploy LRN in other switches in a MSA in compliance with the process identified in Attachment 1 to this Appendix.

12. When either Party deploys LRN in a switch, all applicable NXXs in that switch will be shown as portable in the LERG.

13. The Parties shall be certified by the Regional NPAC prior to scheduling intercompany testing of PNP.

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14. Both Parties will work cooperatively to implement appropriate OBF LSR guidelines and NANC due date intervals. These LSR formats may differ between companies by geography and where it is necessary to change format, the Parties making the change agree to inform the other company and work cooperatively to implement the change.

15. The Parties agree to port reserved numbers per the NANC guidelines.

16. Unless pooling of numbers is required, when a ported telephone number becomes vacant (e.g. the telephone number is no longer in service by the original Customer) the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native. If number pooling is required, the Parties agree to abide by such requirements in regard to now vacant, previously ported numbers.

17. When a Party is using the other Party's PNP database for backup during an emergency situation, the other Party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation. The Party blocking default routed calls will make best efforts to notify the other Party immediately when the blocking occurs.

18. Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

19. Intercompany testing is recommended. Prior to requesting intercompany network testing, the requestor shall have completed intracompany network testing.

20. Each Party will designate a single point of contact (SPOC) to schedule and perform recommended testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the West Coast NPAC Region for porting.

21. Each Party shall abide by NANC and West Coast NPAC Region provisioning and implementation process.

B. Limitations Of Service

1. Telephone numbers can be ported only within PACIFIC rate centers as approved by the Commission.

2. Telephone numbers in the following PACIFIC NXXs shall not be ported: PACIFIC Official Communications Services (OCS) NXXs. Wireless NXXs will not be ported until generally required by the FCC.

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3. Telephone numbers with NXXs dedicated to High Volume Call In networks (HVCI) are not portable via LRN. HVCI numbers will be ported as described in Section IV of this Appendix.

4. For PNP service, MCIm shall submit a separate DSR for the listing of MCIm's Customer in White Pages and Directory Assistance. See White Page Appendix and Directory Assistance Appendix for the provisioning of service.

C. Service Descriptions

1. The switch's LRN software determines if the called Party is in a portable NXX. If the called Party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2. When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CPN (Calling Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

3. When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

4. The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

5. The N-1 carrier (N carrier is the responsible Party for terminating call to the Customer) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

6. If MCIm chooses not to fulfill their N-1 carrier responsibility, PACIFIC will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

7. MCIm shall be responsible for payment of charges to PACIFIC for any queries made on the N-1 carrier's behalf per Section 13 of the FCC No. 1 Access Service Tariff.

8. The Parties will accept cancellations and change of due date up until 3:00 P.M. local time, on the day of the cut-over without charges. The Parties

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will accept cancellations and changes of due date after 3:00 P.M. local time, on the day of the cut-over with additional labor charges.

D. Pricing

The price of PNP queries shall be the same as those in Section 13 of the FCC No.# 128 Access Services Tariff.

III. INP TO PNP TRANSITION

A. In the interest of providing quality service to Customers, the Parties will negotiate procedures and schedules to migrate INP accounts to PNP. Each of the Parties shall cooperate and act in good faith in the establishment of such procedures and schedules. In general, the migration will take place within a ninety (90) day window after the live port day in an MSA. However, if either Party requests a schedule outside the ninety (90) day window, then the Parties shall mutually establish a reasonable alternative schedule in writing. MCIm will cease to place orders for INP two weeks prior to the MSA's phase completion date and will notify the Sales and Provisioning departments to complete all INP orders prior to such ending date.

B. INP shall be provided to MCIm at no charge during the period prior to the end of the ninety (90) day window or the end of the alternative schedule, whichever occurs last. PACIFIC shall continue to provide INP via RCF at no charge until the migration to PNP has occurred.

C. INP will not be ordered in a PACIFIC or MCIm switch once LRN has been deployed in that switch. However, if an existing order for INP/Loop which was in place two weeks prior to the MSA's phase completion date can not be implemented prior to such phase completion date due to PACIFIC facilities or other problems, PACIFIC will implement such order as soon as the facilities or other problems are resolved.

D. The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, the service provider shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition. Parties agree to mutually agreed upon procedures to ensure proper coordination of INP to LNP transition where multiple MCIm are utilizing INP within the same switch/MSA.

IV. MASS CALLING CODES

The Parties will provide Number Portability of telephone numbers with NXXs that are used solely for High Volume Call In (HVCI)/Choke networks as prescribed by the North

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American Numbering Council's (NANC) Report on High Volume Call-In Networks and as approved/ recommended by the FCC.

V. PROVISION OF INP AND PNP BY MCIm TO PACIFIC

MCIm shall provide INP and PNP to PACIFIC under no less favorable terms and conditions as when PACIFIC provides such services to MCIm.

VI. INCORPORATION BY REFERENCE

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in other appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

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Permanent Number Portability Request (PNPR) Process

The Permanent Number Portability Request (PNPR) process is a process which Competitive Local Exchange Carrier (CLEC) shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report And Order And Further Notice Of Proposed Rulemaking (July, 1996, ¶80), MCIm can request that PNP be deployed in additional MSAs beginning January 1, 1999. PACIFIC is to provide PNP in that MSA in the requested switches within six (6) months of receipt of PNPR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a PNPR.

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REQUEST TO MAKE SWITCH PNP CAPABLE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter from MCIm to its PACIFIC Account Manager or by filling out the attached request form. If MCIm chooses to provide a letter the following information shall be included:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, and all applicable NXXs that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.

An initial response from the PACIFIC Account Manager, acknowledging receipt of the PNPR and the date when requested switch(es) will be PNP capable, must be made to MCIm within ten (10) business days of receipt of the PNPR.

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Permanent Number Portability Request
(PNPR)

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date[4]: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of PNPR is to be sent to the requester within ten business days.

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Permanent Number Portability Request
PNPR
(Continued)

Notes: [1] List each switch targeted for LNP by its specific CLLI code.

[2] Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

[3] Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while MCIm may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

[4] As documented in the West Coast NPAC Region Opening Process.

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Acknowledgment of
Permanent Number Portability Request
(PNPR)

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	*Modified Effective Date*	Ineligible NPA-NXXs
_____(CLLI 1)	_____		_____	_____
_____(CLLI 2)	_____		_____	_____
_____(CLLI 3)	_____		_____	_____
_____(CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____(CLLI 1): _____

_____(CLLI 2): _____

_____(CLLI 3): _____

Authorized company representative signature/title: _____

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APPENDIX:

MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

*1. MERGER CONDITIONS

1.1 Intentionally Omitted.

1.2 Intentionally Omitted.

1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.

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APPENDIX:

NIM (Network Interconnection Methods)

TABLE OF CONTENTS

1. METHODS FOR INTERCONNECTION 4

2. PHYSICAL ARCHITECTURE 6

3. POINTS OF INTERCONNECTION AND INTERFACE 7

4. RESPONSIBILITIES OF THE PARTIES 8

5. FIBER AND TRANSMISSION SYSTEMS 9

6. AVOIDANCE OF FACILITY OVER PROVISIONING 10

7. JOINT FACILITY PLANNING 10

8. LEASING OF PACIFIC'S FACILITIES 11

9. TRANSITION PLAN 113

10. INSTALLATION CHARGES 13

*represents a Non-Voluntary Arrangement.

APPENDIX NETWORK INTERCONNECTION METHODS ("NIM")

INTRODUCTION

The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated June 11, 2001 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment (a copy of which is attached to this Agreement) is intended, during its term (February 1, 2001 through May 31, 2004, unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix NIM. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix NIM will be governed by the provisions of the Reciprocal Compensation Amendment.

The Parties agree that the target interconnection architecture is a Mid-Span Fiber Meet as defined in Section 6.0. This architecture is to be negotiated for each location and/or LATA, with the goal between the Parties to have equal investment and to create a shared value facility. However the Parties recognize that embedded interconnection facilities exist in many locations with various architectures in various states of utilization. The Parties agree that on a going forward basis, the target architecture will be implemented to create shared value facilities that provide equal investment, unless otherwise agreed.

These facilities are for the provisioning of one-way or two-way local/IntraLATA and InterLATA interconnection trunks, as well as miscellaneous trunks such as 911, HVCI, and OS/DA trunks, where appropriate, as described in Appendix ITR. In existing locations/LATA that do not utilize a mid-span fiber meet, the Parties will negotiate in each LATA the most appropriate and efficient transition to the desired architecture, or alternate architecture that captures the concept of equal investment and shared value. Within thirty (30) days of a request by either Party, the Parties will meet to detail the transition plan.

As noted above, the Mid-Span Fiber Meet is the target architecture, except in scenarios where it is not feasible or mutually agreed upon. Exceptions to the target architecture may include scenarios where embedded investment is sufficient to meet forecasted needs for a particular location.

*Anything to the contrary in this Appendix notwithstanding, POIs shall be established only in areas where service is actually being rendered by CLEC (i.e. CLEC has originating dial tone) thereby eliminating unnecessary investment in facilities where customers are not receiving a local dial tone. Where the Parties interconnect by a method

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other than mid-span fiber meet, each Party shall bear interconnection facility costs for two-way trunks in proportion to the percentage of originating traffic for which its customers are responsible.

1. METHODS FOR INTERCONNECTION

Network Interconnection Architecture designates Network Interconnection Methods ("NIMs") to be used by the Parties. These include: Mid-Span Fiber Meets; Virtual Collocation Interconnection; Physical Collocation Interconnection; leasing of PACIFIC facilities; and other methods as mutually agreed to by the Parties. Upon request, PACIFIC shall provide interconnection for MCIm's facilities and equipment for the transmission and routing of telephone exchange service and exchange access and shall be at a level of quality that is equal to that which PACIFIC provides itself, a subsidiary, an affiliate or any other party.

1.1 Mid-Span Fiber Meet (target architecture)

The Parties agree to establish technical interface specifications for Mid-Span Fiber Meet arrangements that permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Mid-Span Fiber Meet. The fiber meet architecture requires each party to own its equipment on its side of the POI and then share the investment of the fiber between the parties as agreed. The technical specifications will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Mid-Span Fiber Meet, as defined in Section 6.

1.2 Physical and Virtual Collocation

PACIFIC will provide Physical Collocation in accordance with the Act, the FCC rules promulgated thereunder (e.g., 47 C.F.R. §51.323), any Commission decisions and subject to Appendix COLLOCATION.

1.3 Leased Facility Interconnection ("LFI")

Where facilities exist, either Party may lease facilities from the other Party as defined in Section 11 of this Appendix.

1.4 Other Interconnection Methods

PACIFIC shall provide interconnection for MCIm's facilities and equipment for the transmission and routing of telephone exchange service and exchange access and shall be at a level of quality that is equal to that which PACIFIC provides itself, a subsidiary, an affiliate, or any other party.

1.5 Design Options

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1.5.1 There are four basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

1.5.1.1 Design One: MCIm's fiber cable (four fibers) and PACIFIC's fiber cable (four fibers) are connected at an economically and technically feasible point between MCIm and PACIFIC locations. This interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross-connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. Either party may lease fiber from the other party, or from a third party, to fulfill its obligation to share the investment in the fiber. The POI would be at the fiber termination panel at the mid-point meet.

1.5.1.2 Design Two: MCIm will provide fiber cable to the last entrance (or PACIFIC designated) manhole at the PACIFIC tandem or End Office Switch. PACIFIC shall make all necessary preparations to receive and to allow and enable MCIm to deliver fiber optic facilities into that manhole. MCIm will provide a sufficient length of Optical Fire Resistant (OFR) cable for PACIFIC to pull the fiber cable through the PACIFIC cable vault and terminate on the PACIFIC fiber distribution frame (FDF) in PACIFIC's office. MCIm shall deliver and maintain such strands wholly at its own expense up to the POI. PACIFIC shall take the fiber from the manhole and terminate it inside PACIFIC's office on the FDF at PACIFIC's expense. Each Party will supply a fiber optic terminal at its respective end. The Parties will agree what renumeration, if any, MCIm will receive for providing the majority of the fiber optic cable. In this case the POI shall be at the PACIFIC designated manhole location.

1.5.1.3 Design Three: PACIFIC will provide fiber cable to the last entrance (or MCIm designated) manhole at MCIm location. MCIm shall make all necessary preparations to receive and to allow and enable PACIFIC to deliver fiber optic facilities into that manhole. PACIFIC will provide a sufficient length of Optical Fire Resistant (OFR) cable for MCIm to run the fiber cable from the manhole and terminate on MCIm fiber distribution frame (FDF) in MCIm's location. PACIFIC shall deliver and maintain such strands wholly

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at its own expense up to the POI. MCIm shall take the fiber from the manhole and terminate it inside MCIm's office on the FDF at MCIm's expense. Each Party will supply a fiber optic terminal at its respective end. The Parties will agree what renumeration, if any, PACIFIC will receive for providing the majority of the fiber optic cable. In this case the POI shall be at MCIm designated manhole location.

1.5.1.4 Design Four: Both MCIm and PACIFIC each provide two fibers between their locations. This design may be considered where existing fibers are available or near each Parties' location. Both MCIm and PACIFIC will provide fiber cable to the last entrance manhole (unless both parties designate otherwise) at the other's respective locations. Both MCIm and PACIFIC will provide a sufficient length of Optical Fire Resistant (OFR) cable for the other to run the fiber cable from the manhole and terminate on each parties respective fiber distribution frame (FDF) in each parties respective location. Each party shall deliver and maintain such strands wholly at its own expense up to the POI. Each party shall take the fiber from the manhole and terminate it inside each party's respective office on the FDF at each party's respective expense. Both parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point SONET system. Both parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. Each Party will supply a fiber optic terminal at its respective end. Either party may lease fiber from the other, or from a third party, to fulfill its obligation to share the investment in the fiber. The Parties will mutually agree upon the POI.

The Parties agree that Design Four is the target interconnection arrangement over existing end-point meet arrangements, except in scenarios where is not feasible or the Parties agree otherwise.

2. PHYSICAL ARCHITECTURE

Using one or more of the Interconnection Methods described in Section 1 above, the Parties will agree on a physical architecture plan. MCIm and PACIFIC agree to interconnect their networks through existing and/or new facilities between MCIm End Offices and the corresponding PACIFIC End Office and/or Access Tandems.

2.1 Sizing

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The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth in Section 3. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning and forecasting meetings. The interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion Line Code or Superframe Format Framing. DS-3 facilities will be optioned for C-bit Parity.

2.2 Mid-Point Meet

The Mid-Point Meet is defined as facilities point of demarcation or POI with an electrical hand-off at a DS1 or DS3 rate. Each Party is responsible for all transport facilities and equipment to its side of the POI utilizing the methods described in sections 1.2 through 1.5 above. Each Party is responsible for the appropriate sizing, method of interconnection, operation, and maintenance of the transport facility to the POI, with joint planning discussions as appropriate.

3. POINTS OF INTERCONNECTION AND INTERFACE

3.1 FACILITY Handoff: The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party. For the Fiber Meet target architecture, the Parties agree that each will maintain its own equipment and fiber up to the manhole at the other Party's premise where sufficient fiber is delivered for the other party to receive and bring into its premise via the manhole for termination into the Optical Line Terminating Multiplexer. In all other interconnection methods, each Party is responsible for the maintenance and provisioning of its facilities and equipment up to the POI. In all cases, the facility architecture shall be documented denoting the facilities to be maintained by each party and jointly agreed upon.

3.2 BILLING POI: The Parties will agree on the Point of Interconnection to be used for calculating intercompany compensation and meet-point billing. Facility Handoff point and Billing POI may be different.

3.3 Billing POI Model: Interconnection for the purposes of exchanging Local, IntraLATA Toll and Meet Point traffic, will have a designated POI. Between any one switch in MCIm's network and any one switch in PACIFIC's network there will be only one billing POI designated. The Parties recognize that multiple designated billing POIs may exist in a LATA.

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3.4 POI Documentation: The Parties agree prior to establishment of any new POIs that they will meet to confer about the POI. The mutually agreed to POIs will be documented and distributed to both Parties.

3.5 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, then the Parties will meet to discuss whether or not the existing POI arrangement needs to be changed. The mutually agreed to POIs will be documented and distributed to both Parties.

4.0 RESPONSIBILITIES OF THE PARTIES

*4.1 If MCIm determines to offer local Interconnection within a PACIFIC area, MCIm shall provide written notice to PACIFIC of the need to establish Interconnection in each LATA. Such request shall include (i) MCIm's Switch address, type of Switch and CLLI code; (ii) MCIm's requested Interconnection activation date; and (iii) a non-binding forecast of MCIm's trunking and facilities requirements.

4.2 Upon receipt of MCIm's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The Parties shall mutually agree to an Interconnection Activation date based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

*4.3 If MCIm deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional PACIFIC Central Offices, MCIm shall provide written notice to PACIFIC, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If PACIFIC deploys additional Tandems and/or End Office switches in a LATA after the effective date or otherwise wishes to establish Interconnection with additional MCIm Central Offices in such LATA, in which CLEC provides originating NXX service. PACIFIC shall be entitled, upon written notice to MCIm, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

4.4 MCIm and PACIFIC shall work cooperatively to install and maintain a reliable network. MCIm and PACIFIC shall exchange appropriate information (e.g. maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and

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such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.5 MCIm and PACIFIC agree to exchange such reports and/or data as provided in this Agreement to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than ten (10) business days written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited which shall be St. Louis, Missouri for MCIm and San Francisco, California for PACIFIC. Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described above. Such audits shall be requested within six (6) months of having received the Percent Line Usage (PLU) factor and usage reports from the other Party, and may not be requested more than twice per year.

5. FIBER AND TRANSMISSION SYSTEMS

*5.1 Fiber Meet Interconnection between PACIFIC and MCIm can occur at any mutually agreeable, economically and technically feasible point between MCIm's premises and a PACIFIC Tandem or End Office within each LATA.

5.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate such interconnection as a single point-to-point linear chain SONET transmission system for the purposes of terminating calls intended for a Customer of one of the Parties, Transit Traffic, and jointly provided exchange access. The Parties agree to establish technical interface specifications for Fiber-Meet arrangements that permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. Each Party is responsible for designing, provisioning, ownership, and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal ("FOT"). Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's FOT. The technical specifications will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. The Parties will work cooperatively to achieve equipment compatibility. Requirements for such interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these specifications within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

5.3 PACIFIC shall, wholly at its own expense, procure, install, and maintain the

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agreed-upon Fiber Optic Terminal ("FOT") equipment in each PACIFIC Wire Center where the Parties establish a Fiber Meet in capacity sufficient to provision and maintain all logical trunk groups prescribed by Appendix ITR, Sections 1 and 2. MCIm shall, wholly at its own expense, procure, install and maintain the agreed-upon OLTM equipment in each MCIm Wire Center where the Parties establish a Fiber Meet in capacity sufficient to provision and maintain all logical trunk groups prescribed by Appendix ITR, Sections 1 and 2.

5.4 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

5.5 MCIm and PACIFIC will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by MCIm and PACIFIC.

6. AVOIDANCE OF FACILITY OVER PROVISIONING

Under utilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires and results in unnecessary costs for interconnection facilities. To avoid over provisioning, the Parties will agree to joint facility growth planning as detailed below.

7. JOINT FACILITY PLANNING

The initial interconnection facility deployed for each interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system:

7.1 Criteria

7.1.1 Investment is to be minimized.

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7.1.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.

7.2 Processes

7.2.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility ("DS-1s") is at 50% of capacity or at a mutually agreed upon percentage.

7.2.2 Both Parties will perform a joint validation to ensure interconnecting facilities have not been over provisioned. If any systems are over provisioned, they will be turned down as appropriate. If any interconnecting-facilities resizing lowers the fill level of the interconnecting facilities below 50%, the growth planning process will be rescheduled to a projected date when a 50% fill level will be achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

7.2.3 If based on the forecasted equivalent DS-1 growth the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

7.2.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system may be deployed. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers and/or equipment.

7.2.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

7.2.6 The joint planning process/negotiations should be completed within two months of identification of 50% fill.

8. LEASING OF PACIFIC'S FACILITIES

*8.1 The purpose of this section is to cover MCIm's and PACIFIC's leasing of facilities from PACIFIC for purposes of Interconnection. MCIm may utilize unbundled dedicated transport for purposes of Interconnection.

8.2 The Parties agree to provide trunking electrical handoffs of DS1 or DS3 and at

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optical handoffs of Ocn levels where available and mutually agreed between the Parties. When a DS3 handoff is agreed to by the Parties, PACIFIC will provide any multiplexing required for DS1 facilities or trunking at their end and MCIm will provide any DS1 multiplexing required for facilities or trunking at their end.

8.3 MCIm's leasing of PACIFIC's facilities for purposes of Appendix ITR, Sections 1 and 2, will be subject to the mutual agreement of the Parties.

8.4 MCIm's leasing of PACIFIC's facilities for purposes of Section 1, Network Interconnection Methods, will be subject to the mutual agreement of the Parties.

8.5 MCIm will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and muxing required and provide quantities requested. Requests for leasing of PACIFIC's facilities for the purposes of interconnection and any future augmentations are subject to facility availability at the time of the request.

8.6 Any request by MCIm for leased facilities where facilities, equipment, or riser cable do not exist will be considered, and PACIFIC may agree to provide under a Leased Facilities Bona Fide Request ("BFR") Process as described in the next section, unless otherwise provided out of a tariff, at the providing Party's sole discretion.

8.6.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.

8.6.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party any reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.

8.6.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR.

8.6.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the requested Party will provide the requesting Party a BFR quote which will include the applicable recurring rates and installation intervals.

8.6.5 Within 90 calendar days of its receipt of the BFR quote, the Requesting Party must confirm its order. If not confirmed within 90 calendar days, the

Requested Party reserves the right to modify or withdraw its BFR quote.

9. TRANSITION PLAN

The Parties agree to the following transition plan:

9.1 The existing network interconnection architecture can remain and be expanded, as necessary, to satisfy additional capacity requirements.

9.2 The Parties will negotiate implementation of the Mid-Span Fiber Meet network interconnect architecture pursuant to this Appendix.

9.3 The Parties will meet to discuss migration from the existing architecture to a new architecture.

*10. TRUNK INSTALLATION CHARGES

For one-way trunks, MCIm shall charge Pacific the rates equivalent to the rates charged by PACIFIC for collocation, unless MCIm justifies and demonstrates to PACIFIC that higher rates are justified by higher costs that MCIm incurs in providing this arrangement. In order for an amount charged by MCIm to be equivalent to the amount charged by PACIFIC, it shall not be necessary that the pricing structures be identical.

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APPENDIX:

OPERATOR SERVICES

TABLE OF CONTENTS

1. GENERAL DESCRIPTION AND SPECIFICATIONS 3

2. CALL BRANDING 3

3. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION 4

4. FORM OF ACCESS 5

5. GENERAL TERMS AND CONDITIONS 5

6. INTENTIONALLY OMITTED 6

7. HANDLING OF EMERGENCY CALLS TO OPERATOR 6

8. RESPONSIBILITIES OF THE PARTIES 6

9. METHODS AND PRACTICES 7

10. PRICING 7

11. MONTHLY BILLING 7

12. LIABILITY 7

13. TERMS OF APPENDIX 8

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OPERATOR SERVICES

1. General Description and Specifications

*1.1 Unbundled Operator services allows MCIm to offer local and intraLATA operator assistance services to its Customers using PACIFIC's operators on an unbundled basis. PACIFIC shall offer unbundled OS where PACIFIC does not provide MCIm with customized routing or a comparable signaling protocol (e.g., Feature Group D).

1.2 PACIFIC operator services provides the calling party with general assistance, assistance in completing intraLATA calls, and a means to alternately bill calls by dialing 0- or 0+, as follows:

1.2.1 IntraLATA call completion services include station-to-station, person-to-person, connection to DA, dialing assistance for trouble conditions, and transfers to repair services;

1.2.2 Alternate billing services include station collect, station billed to third number, station calling card, person collect, person billed to third number, and person calling card.

1.2.3 Where technically feasible and/or available general assistance calls include general assistance (e.g., time and area code requests), dialing instructions, Busy Line Verification, Busy Line Interrupt, credit requests (wrong number, etc.), emergency assistance, disabled customer assistance, IXC requests (transfers to customer's IXC of choice), and language assistance in Spanish.

2. CALL BRANDING

2.1 Branding Requirements: Except where otherwise required by law, MCIm shall not, without PACIFIC's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of PACIFIC or its Affiliates, nor shall MCIm state or imply that there is any joint business association or similar arrangement with PACIFIC in the provision of Telecommunications Services to MCIm's Customers.

2.2 Where technically feasible and/or available, PACIFIC will brand OS in MCIm's name or with a silent brand at MCIm's request based upon the criteria outlined below:

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2.2.1 Where PACIFIC provides MCIm Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand at MCIm's request. Where PACIFIC is only providing OS on behalf of MCIm, the calls will be branded at MCIm's request. When the same trunk group is used to provide OS and DA services to MCIm, calls will be branded at MCIm's request with the same brand. There may be separate brands where separate trunk groups are utilized.

2.2.2 Intentionally omitted.

2.2.3 Intentionally omitted.

2.2.4 Multiple Brands

*2.2.4.1 PACIFIC can support multiple brands on a single trunk group for a facilities-based CLEC. All Customer records for all carriers utilizing the same trunk group are maintained in PACIFIC's LIDB.

2.2.5 Branding Load Charges

*2.2.5.1 An initial non-recurring charge applies per brand, per load per Operator assistance switch, for the establishment of MCIm specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to the branding announcement.

*3. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

3.1 PACIFIC shall respond to rate requests from MCIm Customers, at MCIm's option, either by providing the Rate/Reference service described below or by providing a warm line transfer of the Customer to MCIm. MCIm will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

3.2 MCIm will inform PACIFIC, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. MCIm acknowledges that it is responsible to provide PACIFIC updated Rate/Reference Information fourteen calendar days in advance of when the Rate/Reference Information is to become effective.

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3.3 An initial non-recurring charge will apply per Operator assistance switch for loading of MCIm's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per Operator assistance switch for each subsequent change to either MCIm's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing.

3.4 When a PACIFIC Operator receives a rate request from a MCIm Customer, where technically feasible and available, PACIFIC will quote the applicable OS/DA rates as provided by the MCIm.

3.5 In the interim, when a Operator receives a rate request from a MCIm Customer, PACIFIC will transfer the MCIm Customer to a customer care number specified by the MCIm on the OSQ. When PACIFIC has the capability to quote specific MCIm rates and reference information, the Parties agree that the transfer option will be eliminated.

4. FORM OF ACCESS

4.1 "0" and "0+" Access If MCIm purchases the operator services, PACIFIC will permit MCIm's local exchange customers to connect to PACIFIC operator services by dialing "0," or "0" plus the desired intraLATA telephone number.

4.2 Billing records will be recorded at the operator switch and billing detail will be passed to CABS. Detailed billing records will be passed to MCIm for Customer billing.

4.2.1 AMA billing will be created at the selected operator switch. These records will be created in Bellcore AMA Format.

4.2.2 Billing will be based on operator work seconds.

*5. GENERAL TERMS AND CONDITIONS

5.1 If MCIm purchases the unbundled operator services, PACIFIC will provide nondiscriminatory access to PACIFIC unbundled operator services. The service level, including any dialing delays, of the operator service provided to MCIm shall be at parity with the operator service provided by PACIFIC to its own customers. PACIFIC shall offer unbundled operator services where PACIFIC does not provide MCIm with customized routing or a comparable signaling protocol (e.g., FGD).

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5.2 BLV and BLVI: PACIFIC will offer operator-to-operator BLV and BLVI to MCIm on a nondiscriminatory basis, in accordance with LERG instructions.

5.3 PACIFIC shall not be obligated, under any circumstances, to provide call handling methods or credit card or other alternate billing arrangements that are different from those PACIFIC provides to itself or its affiliates.

5.4 PACIFIC shall have no duty, apart from factors within PACIFIC control, to ensure that MCIm customers can in fact access PACIFIC operator services.

5.5 Operator-Assisted Calls to DA ("OADA"): PACIFIC will offer OADA to MCIm on a nondiscriminatory basis. OADA refers to the situation in which a customer dials "0" and asks the operator for DA; in such situations, the customer is automatically transferred to a DA operator. In providing OADA to MCIm, PACIFIC will connect MCIm's Customer to PACIFIC's DA operators. OADA is an optional service.

*6. INTENTIONALLY OMITTED.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

*7.1 To the extent MCIm's NXX encompasses multiple emergency agencies, PACIFIC agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. MCIm must provide PACIFIC with the correct information to enable the transfer as required by the OSQ. MCIm will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, PACIFIC will attempt to reach the appropriate operator if the network facilities for inward assistance exist.

8. RESPONSIBILITIES OF THE PARTIES

8.1 PACIFIC will be the sole provider of OS for MCIm's local serving area(s).

8.2 MCIm will be responsible for the necessary signaling and routing for calls with Automatic Number Identification (ANI) to the each PACIFIC Operator assistance switch.

8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to

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insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

8.4 MCIm will furnish to PACIFIC a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.

8.5 MCIm will provide PACIFIC updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.6 MCIm understands and acknowledges that before live traffic can be passed, MCIm is responsible for obtaining and providing to PACIFIC, default emergency agency numbers.

9. METHODS AND PRACTICES

9.1 PACIFIC will provide OS to MCIm's Customers in accordance with PACIFIC OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

10.1 The prices at which PACIFIC agrees to provide MCIm with OS are contained in the Appendix Pricing.

10.2 Intentionally Omitted.

11. MONTHLY BILLING

11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

11.2 PACIFIC will accumulate and provide MCIm such data as necessary for MCIm to bill its Customers.

12. LIABILITY

12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

*12.2 Intentionally omitted.

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13. TERMS OF APPENDIX

*13.1 If MCIm chooses to use PACIFIC's OS Services, MCIm must use such services for a minimum period of 12 months, which period may extend past the termination of this Agreement. MCIm may terminate use of PACIFIC's OS Services upon 90 days advance written notice to PACIFIC any time after MCIm has used such OS Services for the 12 month minimum period.

*13.2 If MCIm terminates use of PACIFIC's OS Services without complying with Section 13.1 above, MCIm shall pay PACIFIC, within thirty (30) days of the issuance of a final bill by PACIFIC, all amounts due for actual services provided under this Appendix. MCIm shall also be obligated to pay PACIFIC for the unexpired portion of any equipment and facilities costs incurred by PACIFIC to service the portion of the one-year contract that MCIm does not use. With respect to labor costs, MCIm shall pay for an additional one month of labor charges following the date of any premature cancellation of the one-year contract. In presenting its proposed termination charge to MCIm, PACIFIC shall be required to identify the equipment and facilities, the costs of which it claims to have not recovered, and to quantify the unrecovered portion of such costs. For any claimed labor charge, PACIFIC shall be required to show MCIm the difference in total unit cost with the claimed additional labor included and with it excluded. MCIm shall be required to pay that difference for the number of units of OS which it took on average during the previous 30-day period.

*represents a Non-Voluntary Arrangement.

APPENDIX:

OSS-RESALE & UNE

Table of Contents

1. GENERAL CONDITIONS 3

2. PRE-ORDER 6

3. ORDERING/PROVISIONING 8

4. MAINTENANCE/REPAIR 11

5. BILLING 11

6. REMOTE ACCESS FACILITY 12

7. OPERATIONAL READINESS TEST (ORT) 12

8. TRAINING 12

9. RATES 14

10. INCORPORATION BY REFERENCE 14

APPENDIX OSS - RESALE & UNE

ACCESS TO OPERATIONS SUPPORT SYSTEMS

1. GENERAL CONDITIONS

1.1 This Appendix sets forth the terms and conditions under which PACIFIC provides access to PACIFIC'S operations support systems (OSS) "functions" to MCIm for pre-ordering, ordering, provisioning, maintenance / repair, and billing. With respect to all matters covered by this Appendix, each Party will comply with the rules and regulations of the Commission adopted in the OSS OII proceeding (R.97-10-016 / I.97-10-017), as the same may be changed from time to time.

1.2 To the extent Resale and Unbundled Network Elements (UNE) pre-ordering, ordering, provisioning and billing functions are available electronically, they will be accessible via OSS interfaces as described herein. Manual access remains available via the Local Service Center (LSC). Repair and maintenance functions are available in a manual mode through the Local Operations Center (LOC). Should PACIFIC develop electronic interfaces for these functions for itself, PACIFIC will offer electronic access to MCIm.

1.3 MCIm agrees to utilize PACIFIC electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale services or UNEs through PACIFIC. In addition, MCIm agrees that such use will comply with the summary of PACIFIC'S Operating Practice 113, as attached to the User ID request form. The Alternative Dispute Resolution (ADR) process set forth in the ICA shall apply to any issues which arise under this Appendix, including any alleged non-compliance with these security guidelines.

1.4 MCIm's access to pre-order functions described in 2.2.2 and 2.3.2 will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's Customer where MCIm has obtained an authorization for release of CPNI from the Customer and has obtained an authorization to become the Customer's local service provider. CPNI, includes customer name, billing and residence address, billing telephone number(s), current participation in Voluntary Federal Customer Financial Assistance Program, Telephone Relay, and other similar services, and identification of features and services subscribed to by customer. The following additional terms shall apply to MCIm's access:

1.4.1 For business customers, prior to accessing such information, MCIm shall provide PB with a written or electronic statement indicating that it has obtained the customer's approval (verbal or written) to receive such information. Where accessing such information via an electronic

interface, MCIm shall have obtained an authorization to become the Customer's local service provider. MCIm shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder).

1.4.2 For residence customers, prior to accessing such information, MCIm shall on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, MCIm shall have obtained an authorization to become the Customer's local service provider. Accessing such information by MCIm shall constitute certification that MCIm is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. MCIm shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). MCIm agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a residence customer or governmental entity against PACIFIC or MCIm under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by MCIm of this section. With respect to authorization for release of CPNI for residence service Customers, MCIm shall obtain such authorization in writing, shall retain such written authorization for 24 months, and shall make such written authorization available to PACIFIC upon request.

1.4.3 MCIm's obligation to obtain authority prior to accessing CPNI electronically, as set forth in the preceding provisions, is subject to modification in accordance with any governing regulatory decisions expressly addressing this subject matter. The Parties agree that MCIm's representatives and PACIFIC's retail sales representatives will not access the information specified in this subsection until after the customer requests that his or her local exchange service provider be changed to the respective Party and customer authorization for release of CPNI has been obtained which complies with conditions as described in Section 1.4 of this Appendix.

1.4.4 MCIm and PACIFIC reserve the right to advocate a form of Customer authorization that may be contrary to the terms in this section in any administrative, legislative or judicial proceedings. Should Section 2891 be amended, the Parties agree to promptly revise this Appendix to reflect such amendment.

1.5 By utilizing electronic interfaces described herein to access OSS functions, where MCIm has direct ordering capability, MCIm agrees not to knowingly alter any

applicable Resale rates and charges where they are subject to the terms of this Agreement and applicable PACIFIC tariffs or PACIFIC UNE rates and charges per the terms of this Agreement. MCIm agrees to use reasonable business efforts to submit orders that are correct and complete. PACIFIC will use reasonable business efforts when rejecting MCIm orders for processing which are not correct and complete. The Parties agree to conduct internal and independent reviews for accuracy.

1.6 The Information Services (I.S.) Call Center provides a technical support function for electronic interfaces. MCIm will also provide a single point of contact for technical support issues related to the electronic interfaces.

1.7 PACIFIC and MCIm will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

1.8 The Parties shall follow the Uniform and Enhanced Plan of Record (POR) Change Management Process (CMP) to implement any releases in connection with the POR deliverables. Provided however, the Pacific Region CMP process will govern any OSS changes outside of POR implementation activities, if agreement has not be reached on an SBC-13 State uniform CMP at the time of such releases. Once agreement has been reached (if at all), on a uniform CMP process, such uniform CMP will supercede the POR CMP and California CMP on a going forward basis.

1.9 If MCIm elects to utilize electronic interfaces based upon industry guidelines for Resale or UNE, PACIFIC and MCIm agree to participate in or abide by resolutions of the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that PACIFIC may deploy these interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines, consistent with Section 1.8 of this Appendix. MCIm and PACIFIC are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, PACIFIC has the right to define LSR Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers[']' tariffs; therefore, use of either the field or valid entries within the field is based on the providers[']' tariffs/practices."

1.10 MCIm is responsible for obtaining operating system software and hardware to access OSS functions as specified in the document "Requirements for Access to Pacific Bell OSS Functions."

2. PRE-ORDER

2.1 PACIFIC will provide real time access to pre-order functions to support MCIm ordering of Resale services and UNE via the electronic interfaces described herein. Access to pre-order functions that may be developed in the future will be offered to the extent and on the same basis as PACIFIC develops real time access for its own use. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that PACIFIC makes available to MCIm.

2.2 Pre-ordering functions for Resale include:

2.2.1 features and services available at a valid service address;

2.2.2 access to customer proprietary network information (CPNI) for PACIFIC retail or resold services and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity pursuant to Section 1.4 of this Appendix;

2.2.3 a telephone number (if the Customer does not have one assigned) with or without the customer on-line;

2.2.4 service availability dates;

2.2.5 information regarding whether dispatch is required;

2.2.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll;

2.2.7 service address verification.

2.3 Pre-ordering functions for UNE include:

2.3.1 features available at an end office for a valid service address;

2.3.2 access to customer proprietary network information (CPNI) for PACIFIC retail or resold services and account information for pre-ordering will include: billing name, service address, billing address, service and feature

subscription, directory listing information, long distance carrier identity, and pending service order activity, pursuant to Section 1.4 of this Appendix;

2.3.3 a telephone number (if the Customer does not have one assigned) with or without the customer on-line;

2.3.4 service availability dates;

2.3.5 information regarding whether dispatch is required;

2.3.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll; and

2.3.7 service address verification.

2.4. Electronic Access to Pre-Order Functions. PACIFIC will provide MCIm access to one or more of the following systems:

2.4.1 Resale Services Pre-order System Availability:

2.4.1.1 When SORD is used to order PACIFIC resale service, Service Order Retrieval and Distribution (SORD) will be available for the pre-order function of viewing the CPNI.

2.4.1.2 When StarWriter is used to order PACIFIC single line, basic exchange, residential resale services, StarWriter will be available for the pre-ordering functions listed in section 2.2 .

2.4.2 Resale and UNE Pre-order System Availability:

2.4.2.1 DataGate is a transaction-based data query system through which PACIFIC provides MCIm access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will allow MCIm to access the pre-order functions for Resale services and UNE by MCIm developing its own end-user interface.

2.4.2.2 Verigate is an end-user interface developed by PACIFIC that provides access to the pre-ordering functions for Resale Services and UNE. Verigate may be used in connection with electronic or manual ordering. Verigate is accessible via Toolbar.

2.4.2.3 CLEO is a PACIFIC system which is available to provide MCIm with pre-order functions for Resale Service and UNE, with the

exception of viewing CPNI. CLEO will be replaced by Verigate. The Parties agree that this provision does not serve as a retirement announcement for purposes of the Change Management process.

2.4.2.4 When available, PACIFIC will make available to MCIm Electronic Data Interchange (EDI) interface with the transmission of PACIFIC pre-ordering requirements via formats provided on the local service request (LSR) as defined by the Ordering and Billing Forum (OBF) and via EDI mapping as defined by TCIF. In pre-ordering resale, MCIm and PACIFIC will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon PACIFIC's resale pre-ordering requirements. In pre-ordering UNEs, MCIm and PACIFIC will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon PACIFIC's UNE pre-ordering requirements.

2.5 Other Pre-order Function Availability:

2.5.1 Where pre-ordering functions are not available electronically MCIm will manually request this information from PACIFIC'S LSC for inclusion on the service order request.

2.5.2 When "back-end" systems are not fully functional and the LSC is unable to obtain the information requested by MCIm, PACIFIC shall use its best efforts to provide MCIm with the expected restoral time of the back-end systems.

3. ORDERING/PROVISIONING

3.1 PACIFIC will provide real time, electronic access to ordering functions to support MCIm provisioning of Resale services and UNEs via the OSS interface described below. To order Resale services and UNEs, MCIm will format the service request to identify what features, services, or elements it wishes PACIFIC to provision in accordance with PACIFIC LSOR and other ordering requirements which shall be reviewed and discussed by both parties. PACIFIC will provide MCIm access to the following systems or interfaces:

3.2 Resale Services Order Request System Availability:

3.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale Services.

3.2.2 Service Order Retrieval and Distribution (SORD) system supports the ordering of all Resale Services.

3.2.3 StarWriter supports the order generation of single line, basic exchange, residential resale services.

3.3 Resale and UNE Service Order Request Ordering System Availability:

3.3.1 PACIFIC makes available to MCIm an Electronic Data Interchange (EDI) interface for transmission of PACIFIC ordering requirements via formats provided on the Local Service Request (LSR) as defined by the Ordering and Billing Forum (OBF) and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, MCIm and PACIFIC will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon PACIFIC'S Resale ordering requirements. In ordering and provisioning UNE MCIm and PACIFIC will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon PACIFIC'S UNE ordering requirements. In addition, Number Portability will be ordered consistent with the OBF LSR and EDI process. EDI ordering functionality will be made available as negotiated in time frames mutually acceptable to PACIFIC and MCIm.

3.3.2 CESAR supports the ordering of unbundled dedicated transport and local interconnection trunks. In ordering and provisioning unbundled dedicated transport and local interconnection trunks, MCIm and PACIFIC will utilize industry guidelines developed by OBF based upon PACIFIC ordering requirements.

3.3.3 LSR Exchange (LEX) is a graphical user interface provided by PACIFIC that will provide access to the ordering functions for Resale Services and UNE.

3.4 Provisioning for Resale services and UNE:

3.4.1 PACIFIC will provision Resale Services and UNE as detailed in MCIm order requests. Access to status on such orders will be provided via the following electronic interfaces:

3.4.1.1 Pacific Bell Order Dispatch (PBOD) functions via DataGate allow MCIm to check status of basic exchange service orders that require field work.

3.4.1.2 In cases of EDI ordering, PACIFIC provides MCIm with an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. PACIFIC will provide MCIm with a FOC for each Resale and UNE service request. The FOC

will include: purchase order number, telephone number, Local Service Request number, due date, Service Order number, and completion date. Upon work completion, PACIFIC will provide MCIm with an 855 EDI transaction-based Order Completion that states when that order was completed. MCIm may submit supplement requests via the 860 EDI transaction, and, where available, PACIFIC will provide MCIm an 865 EDI transaction-based Completion notice.

3.4.1.3 Provisioning Order Status (POS) is an on-line application launched from PACIFIC toolbar. POS provides OSS access for obtaining provisioning status on basic exchange field work orders, including technician scheduling, routing information and due date status. POS allows retrieval status for resale basic exchange, directory number call forwarding (DNCF), and UNE service orders. It does not retrieve status for special services orders such as private line or multi-wire center circuits.

3.4.1.4 When available, Order Status will provide real time access to PACIFIC's Operations Support Systems allowing MCIm to view pending service order status, and detail by circuit ID, telephone number, or service order number, and to view posted service order status in detail within a date range by telephone number or service order number. Order Status will be available through PACIFIC's toolbar.

4. MAINTENANCE/REPAIR

4.1 Two real time electronic interfaces are accessible to place, and check the status of trouble reports for both Resale and UNE. MCIm may access these functions via the following methods:

4.1.1 Pacific Bell Service Manager (PBSM) allows MCIm to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

4.1.2 Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. This EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by MCIm and PACIFIC. Functions currently implemented will include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9

of ANSI T1.228:1995. MCIm and PACIFIC will exchange requests over a mutually agreeable X.25-based network.

5. BILLING

5.1 PACIFIC shall bill MCIm for resold services and UNE. PACIFIC shall send associated billing information to MCIm as necessary to allow MCIm to perform billing functions. At minimum PACIFIC will provide MCIm billing information in a paper format or via magnetic tape, as agreed to between MCIm and PACIFIC.

5.1.1 For Resale Services, MCIm may elect to receive an electronic bill via Custom Billing Disk/CD Bill. Custom Billing Disk/CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options. Charges will be provided to interested carriers via the Account Manager.

5.2 Electronic access to billing information for Resale Services will also be available via the following interfaces:

5.2.1 MCIm may receive a mechanized bill format via the EDI 811 transaction set.

5.2.2 PACIFIC shall provide MCIm a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for resale services in the industry standardized Exchange Message Record (EMR) format.

5.2.3 MCIm may receive Local Disconnect Report records (via CARE records) electronically that indicate when MCIm's customers change their Competitive Local Exchange Carrier.

5.3 Electronic access to billing information for UNE will also be available the following interfaces:

5.3.1 PACIFIC makes available to MCIm a local Bill Data Tape to receive data in an electronic format from its CABS database, the same information that would appear on its paper bill.

5.3.2 PACIFIC shall provide MCIm a Usage Extract Feed electronically, on a daily basis, with information on the usage billed to its accounts for UNE in the industry standardized Exchange Message Record (EMR) format.

5.3.3 MCIm may receive Local Disconnect Report records (via CARE records) electronically that indicate when MCIm's customers, utilizing PACIFIC ports, change their Competitive Local Exchange Carrier.

6. REMOTE ACCESS FACILITY

6.1 MCIm must access the PACIFIC OSS interfaces, described herein, via the Pacific Remote Access Facility (PRAF). Connection to the PRAF will be established either through dial-up or direct connection. MCIm may utilize a single port (e.g. T1 for direct connection) to access these interfaces to perform the supported functions in PACIFIC where MCIm has executed an Appendix covering the OSS functions and purchases System Access.

7. OPERATIONAL READINESS TEST (ORT)

7.1 At either Party's request and prior to live access to interface functionality, the Parties shall conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions.

8. TRAINING

8.1 Prior to live system usage, MCIm must complete user education classes for PACIFIC-provided interfaces that affect the PACIFIC network. Classes are train-the-trainer format to enable MCIm to devise its own course work for its own employees. Charges will apply for each class. Classes will be available for and required for PBSM, CESAR, LEX, StarWriter, and SORD. Optional classes will be available for Verigate and CLEO. Schedules will be made available upon request and are subject to change. The length of classes varies; the following table presents the applicable rates. Ongoing class schedules may be requested from MCIm's account manager.

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

8.2 A separate agreement will be required as a commitment to pay for a specific number of MCIm students in each class. MCIm agrees that charges will be billed by PACIFIC and MCIm payment is due 30 days later. MCIm agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which MCIm has not contracted. Class availability is first-come, first served with priority given to MCIm who have not yet attended the specific class.

8.3 Class dates will based upon MCIm requests and PACIFIC availability.

8.4 MCIm agrees to pay a cancellation fee of the full price noted in the separate agreement if MCIm cancels scheduled classes less than two weeks prior to the scheduled start date. Should PACIFIC cancel a class for which MCIm is registered less than two weeks prior to the schedule start date of that class, Pacific will waive the charges for the reschedule class for the registered students. MCIm agrees to provide to PACIFIC completed registration forms for each student no later than one week prior to the scheduled training class.

8.5 MCIm agrees that MCIm personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other PACIFIC or SBC system are strictly prohibited.

8.6 MCIm further agrees that training material, manuals and instructor guides are Confidential Information within the scope of this Agreement and can be duplicated only for use internally for the purpose of training employees to utilize capabilities of PACIFIC's OSSs in accordance with this Appendix.

8.7 PACIFIC will notify MCIm via an accessible letter when OSS promotions are generally available. PACIFIC will provide information to MCIm regarding the cancellation of promotions as quickly as possible once PACIFIC has made the determination to cancel the promotion.

9. RATES

9.1 For access to OSS functions MCIm will pay PACIFIC the OSS rate(s) set forth in California Public Utilities Commission's (the "Commission") first rulemaking in the Open Access and Network Architecture Development (OANAD) proceeding or as otherwise determined by the Commission. Since an OSS rate(s) was not established in OANAD by September 30, 1998, MCIm will pay PACIFIC the OSS rate(s) PACIFIC proposed in OANAD. Such rates paid will be subject to true-up should the final outcome of OANAD establish a different rate. This rate waiver is solely for access to OSS functions, and not applicable to any other product, unless expressly documented in this Appendix. Neither Party waives its rights pertaining to OSS or any other product in the OANAD proceeding, nor rights in any other product cost proceeding.

9.2 The payment of OSS rates is included in this Appendix solely as a matter of accommodation between the Parties in order to facilitate MCIm's use of OSS interfaces as described herein. MCIm's agreement to pay the stated charges does not constitute MCIm's endorsement of PACIFIC's proposed rates. PACIFIC shall not represent that this Appendix sets forth or otherwise constitutes evidence of

MCIm's position on the OSS pricing issues pending before the Commission or in any other product cost proceeding.

10. INCORPORATION BY REFERENCE

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in other appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

APPENDIX:

PERFORMANCE MEASURES

TABLE OF CONTENTS

1. CPUC DOCKET 3

2. PERFORMANCE MEASUREMENTS 3

3. PERFOMANCE INCENTIVES 3

4. APPEALS 3

5. SUBSEQUENT ORDERS 4

6. RESERVATION OF RIGHTS 4

7. INTENTIONALLY OMITTED 4

8. LIQUIDATED DAMAGES AS FORM OF REMEDY 4

*represents a Non-Voluntary Arrangement.

1. CPUC DOCKET

The CPUC has commenced a rulemaking and investigation into the monitoring and improvement of OSS provided by Pacific to CLECs, which is docketed as proceeding number R.97-10-016/I.97-10-017. The scope of the proceeding includes, among other things, the identification of OSS performance measures, the establishment of performance standards, the adoption of a methodology for determining whether there has been compliance with performance standards, and the establishment of a system of incentives to encourage compliance.

2. PERFORMANCE MEASUREMENTS

The terms and conditions of the performance measurements plan as documented in the Joint Partial Settlement Agreement ("JPSA") and modifications thereto, adopted by the CPUC in R.97-10-016/I.97-10-017 shall be incorporated by reference into this Appendix as of the effective date of said decision but no sooner than the effective date of this Interconnection Agreement.

*3. PERFORMANCE INCENTIVES

The Commission intends to issue a decision regarding the adoption of a performance incentives program in R.97-10-016/I.97-10-017. The parties hereby stipulate that the terms and conditions of any performance incentives plan and modifications thereto, including but not limited to liquidated damages/remedies, adopted by Commission decision in R.97-10-016/I.97-10-017 shall be incorporated by reference into this document as of the effective date of said decision and shall remain in effect unless and until modified pursuant to Section 29.18 of the General Terms and Conditions of this Agreement in accordance with a final appeal of such decision. Any conflict between any terms contained in this document and the Commission's decision adopting performance incentives shall be resolved in favor of the Commission's decision.

4. APPEALS

The Parties acknowledge that any or all of the terms and conditions of the Commission decision approving the revised JPSA filed on July 18, 2000 in R.97-10-016/I.97-10-017 may be altered or abrogated by a successful legal challenge or appeal of such decision as permitted by applicable law. By signing this Agreement, the Parties do not waive their rights, remedies or arguments with respect to this Commission decision or future decisions, to pursue such a legal challenge or appeal before any court or regulatory body having proper jurisdiction., or its rights under Section 29.18 [Intervening Law] of the General Terms and Conditions of this Agreement to modify or delete the affected provisions.

*represents a Non-Voluntary Arrangement.

5. SUBSEQUENT ORDERS

Except as otherwise provided herein, the terms and conditions of this Appendix are subject to modification by subsequent orders of the state Commission that approved this Agreement under Section 252(e) of the Act, and any subsequently Commission-ordered modifications shall be incorporated into this Agreement by reference.

6. RESERVATION OF RIGHTS

By agreeing to the performance measures incorporated by reference into this Agreement pursuant to Section 11 hereof, PACIFIC does not admit that an apparent less-than-parity condition reflects discriminatory treatment.

7. INTENTIONALLY OMITTED.

8. LIQUIDATED DAMAGES AS FORM OF REMEDY

8.1 In recognition of either: 1) the loss of customer opportunities, revenues and goodwill which MCIm might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of MCIm having available to its customer opportunities similar to those opportunities available to PACIFIC at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages MCIm would sustain if a Specified Performance Breach occurs, PACIFIC agrees to pay Liquidated Damages as may be required by this Appendix, subject to Sections 8.2 and 8.3.

8.2 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages MCIm would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

*8.3 In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures in a proceeding binding on both Parties, the Parties agree to incorporate commission-ordered liquidated damages/remedies into this Agreement by reference as of the effective date of said decision and such liquidated damages/remedies shall remain in effect unless and until modified pursuant to Section 29.18 of the General Terms and Conditions of this Agreement, in accordance with a final appeal of such decision.

*represents a Non-Voluntary Arrangement.

APPENDIX PRICING

TABLE OF CONTENTS

1. UNBUNDLED NETWORK ELEMENTS AND COLLOCATION 3

2. RIGHTS OF WAY, CONDUITS AND POLE ATTACHMENTS.....4

3. RECIPROCAL COMPENSATION FOR TERMINATION OF LOCAL TRAFFIC.....4

4. OTHER.....5

5. RESERVATION OF RIGHTS.....5

6. UNBUNDLED LOCAL SWITCHING COMPENSATION.....6

*represents a Non-Voluntary Arrangement.

PRICING

1. UNBUNDLED NETWORK ELEMENTS AND COLLOCATION

The prices charged to CLEC for Network Elements are as specified in the Attachments A (Recurring) and B (Non-recurring) to this Appendix. As indicated in the attachments some prices are interim. All interim prices are subject to change to conform to the recurring and non-recurring charges for Unbundled Network Elements and collocation adopted by the Commission in its OANAD proceeding subsequent to the Effective Date of this Agreement. Once Commission-determined prices are adopted, the OANAD prices will be substituted for the interim prices and shall apply for the remainder of the Term of this Agreement.

All prices provided for in this Agreement, and any subsequent price changes due to OANAD proceedings, will take up to six (6) months to implement in PACIFIC's billing systems. Until such time as the prices are implemented, PACIFIC may continue to bill at the established prices contained within the prior agreement. A retroactive true-up and refund of prices, without interest, on account of this billing delay will be done upon completion of the new billing table.

As indicated in the attachments some prices are interim. Interim prices are subject to change to conform to the recurring and non-recurring charges for Unbundled Network Elements and collocation adopted by the Commission in its OANAD proceeding subsequent to the Effective Date of this Agreement. Interim rates will be subject to retroactive true-up and refund of prices, with simple interest at Pacific's weighted cost of capital of 10 percent, retroactively to the Effective Date of this Agreement.

As indicated by the acronym "TBD", which stands for "To Be Determined", in Attachment A of this Appendix Pricing, rates for some Network Elements or Collocation services have not been determined as of the Effective Date ("TBD Rates"). With respect to all TBD Rates, once MCIm expresses a firm interest in buying that Network Element or Collocation service but prior to MCIm ordering any Network Element or Collocation service with a TBD Rate, the Parties shall meet, at MCIm's request, to establish applicable rates. During such meeting, PACIFIC shall provide MCIm, without limitation, with its TELRIC-based cost analysis and related supporting detail for the Network Element or Collocation service which MCIm wishes to order. If no agreement on a rate is reached within thirty (30) days of MCIm's request for a meeting, the Parties shall propose rates for the Network Element or Collocation service in question to the Commission in an appropriate proceeding. The Parties agree that they will jointly seek an expeditious resolution and final decision from the Commission in the proceeding in which the rates in question will be set. The foregoing requirements for "TBD Rates" does not apply to elements or services that are not UNEs or part of Collocation service.

*represents a Non-Voluntary Arrangement.

In the interim, prior to a Commission decision, PACIFIC shall provision the TBD item(s) and shall set the price(s) for the TBD item(s) based on its TELRIC costs. PACIFIC will track and record all quantities provisioned, durations, and amounts of payment for the TBD item(s) ordered by MCIm. If the Commission-determined price is lower than the price set by PACIFIC, PACIFIC shall refund to MCIm all payments in excess of the Commission established price, with simple interest at Pacific's weighted cost of capital of 10 percent. If the Commission-determined price is higher than the price set by PACIFIC, MCIm shall be responsible for payment of the difference between the prices, with simple interest at Pacific's weighted cost of capital of 10 percent.

MCIm shall be responsible for payment of the rates once established as set forth above.

2. RIGHTS OF WAY, CONDUITS AND POLE ATTACHMENTS

CLEC shall pay PACIFIC a fee consistent with 47 U.S.C. § 224 and FCC and Commission regulations thereunder for placement of CLEC's facilities in or on PACIFIC's poles, conduits, or rights of way. The Parties shall mutually agree on such fee and, in the event of any dispute, will use the Dispute Resolution process set forth in this Agreement. Such fee is subject to change in the event the FCC issues new rules or the Commission adopts rules setting forth a new methodology.

3. RECIPROCAL COMPENSATION FOR TERMINATION OF LOCAL TRAFFIC

The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated June 11, 2001 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment (a copy of which is attached to this Agreement) is intended, during its term (February 1, 2001 through May 31, 2004, unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Pricing. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix Pricing will be governed by the provisions of the Reciprocal Compensation Amendment.

Rate Elements

3.1 Pacific Tandem Switching – compensation to Pacific for the use by CLEC of tandem switching functions where used:

(i) $0.00113/Setup per completed Call, and
(ii) $0.00067/MOU

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3.2 Pacific Common Transport - compensation to Pacific for use by CLEC of the transmission facilities between the local tandem and the End Offices subtending that tandem where used.

(i) $0.001330/Fixed Mileage and
(ii) $0.000021/Variable Mileage

3.3 Basic Switching-Interoffice Terminating (end office switching)

(i) $0.00700/Call Setup;
(ii) $0.00187/MOU

3.4 Transiting Rate

(i) $0.00113/Setup per Call, and
(ii) $0.0027700MOU (interim rate subject to true-up pending CPUC established rate.)

4. OTHER

The following prices also shall apply:

- Selective Router Maps will be $133.00 each.
- References to PACIFIC's Switched and Special Access tariffs or service shall mean the rates in PACIFIC's intrastate (Cal. Schedule PUC 175-T) or interstate (FCC No. 128) access tariffs, as applicable, shall apply.

Rates in this section shall remain in effect until the Commission or the FCC determines different rates in any proceeding subsequent to the Effective Date of this Agreement. Once so determined by the Commission or the FCC, said different rates shall apply prospectively instead of the rates set forth herein for the remaining Term of this Agreement.

5. RESERVATION OF RIGHTS

In entering into this Agreement, the Parties reserve all appellate rights with respect to the rates, terms and conditions provided for herein and do not waive any legal arguments by executing this Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates,

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terms and/or conditions, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, the Parties shall engage in good faith negotiations to establish appropriately revised rates and to incorporate such modifications into this Agreement. If Parties fail to mutually agree on such revisions within a reasonable time or in the event of any dispute, the Parties will use the Expedited Dispute Resolution process set forth in this Agreement.

6. UNBUNDLED LOCAL SWITCHING COMPENSATION

6.1 This section describes the compensation arrangements between MCIm and PACIFIC for Local Traffic, Toll, and Switched Access Services when MCIm has purchased PACIFIC's unbundled local switching.

6.2 When unbundled local switching (ULS) is purchased, PACIFIC will provide SS7 signaling for all originating calls in the same manner as PACIFIC uses SS7 signaling for its own originating calls. Prices for SS7 signaling are included in the ULS "set-up per call" charge.

6.3 For interswitch calls, PACIFIC will generate the appropriate call records for traffic terminated to MCIm ULS from third party CLECs (both ULS and facilities based).

6.4 The Parties shall compensate each other based on the following language and the rates provided in Pricing Schedule to this Appendix.

6.4.1 Local Intra Switch Calls Using ULS (Option A)

6.4.1.1 Originating from a MCIm ULS Customer - MCIm will pay only unbundled local switch originating (ULS-O). The ULS-O rate element includes setup per call and per MOU for a call originating from a MCIm ULS line port that terminates to any Customer service which is connected to the same End Office Switch.

6.4.1.2 Terminating to a MCIm ULS Customer - No unbundled local switch terminating (ULS-T) rate element applies to MCIm. MCIm will not bill PACIFIC reciprocal compensation to terminate these calls.

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6.4.2 Local Inter Switch Using ULS (Option A)

6.4.2.1 Originating from a MCIm ULS Customer to PACIFIC Customer - MCIm will pay the ULS-O, shared transport, and reciprocal compensation (at the End Office switching rate). The ULS-O rate element includes a charge for Setup per call and a charge per Minute of Use (MOU).

6.4.2.2 Originating from a MCIm ULS Customer to Third Party Carrier (both ULS and Facilities Based) – MCIm will pay the ULS-O and shared transport rate elements. The ULS-O rate element includes a charge for Setup per call and a charge per Minute of Use (MOU).

6.4.2.3 Originating from a MCIm ULS Customer to MCIm Customer (both ULS and Facilities Based) - MCIm will pay the ULS-O and shared transport rate elements. The ULS-O rate element includes a charge for Setup per call and a charge per Minute of Use (MOU). Terminating charges shall be applied per section 7.4.2.7 and 7.4.2.8.

6.4.2.4 Terminating to a MCIm ULS Customer from PACIFIC Customer- No ULS-T rate element shall apply to MCIm and MCIm shall not bill PACIFIC reciprocal compensation.

6.4.2.5 Terminating to a MCIm ULS Customer from Facilities Based Third Party Carrier – ULS-T rate element shall apply only if PACIFIC is not collecting reciprocal compensation from the Third Party Carrier and can generate the appropriate call record to enable MCIm to bill the Third Party Carrier.

6.4.2.6 Terminating to a MCIm ULS Customer from Third Party Carrier ULS Customer– ULS-T rate element shall apply.

6.4.2.7 Terminating to a MCIm ULS Customer from Facilities Based MCIm Customer – ULS-T rate element shall apply only if PACIFIC is not collecting reciprocal compensation from the Facilities Based CLEC Customer and can generate the appropriate call record.

6.4.2.8 Terminating to a MCIm ULS Customer from MCIm ULS Customer – ULS-T rate element shall apply.

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6.4.2.9 For interswitch calls, PACIFIC will generate the appropriate call records for traffic terminated to MCIm ULS from Third Party Carriers (both ULS and facilities based).

6.4.3 IntraLATA Toll and InterLATA Calls Originated by MCIm ULS Customer to IXC or PACIFIC

6.4.3.1 The Parties recognize that California is a 2 PIC state. However, PACIFIC is not an authorized PIC for a ULS Customer. All calls destined to PACIFIC Customers must be routed to an IXC of the ULS Customer's choice.

6.4.3.2 Originated by MCIm ULS Customer to IXC

6.4.3.2.1 Originating Toll Call from a MCIm ULS Customer - For intraLATA toll and interLATA calls, originated by MCIm customers and delivered to the IXC at the PACIFIC tandem switch, MCIm will pay ULS-O, common transport and tandem switching rate elements.

6.4.3.2.2 Originating Toll Call from a MCIm ULS Customer - For intraLATA toll and interLATA calls, originated by MCIm customers and the IXC elects to collect this traffic at an End Office via dedicated trunking, MCIm will pay the ULS-O rate element.

6.4.4 IntraLATA Toll and InterLATA Calls Terminated to a MCIm ULS Customer from an IXC or PACIFIC

6.4.4.1 Terminating to MCIm ULS Customer from PACIFIC's IntraLATAToll Customer

6.4.4.1.1 Terminating Toll Call to a MCIm ULS Customer - For intraLATA toll and interLATA calls, terminated to a MCIm ULS customer from PACIFIC that are delivered via the PACIFIC tandem, MCIm will pay ULS-T and shared transport rate elements.

6.4.4.1.2 Terminating Toll Call to a MCIm ULS Customer - For intraLATA toll calls, terminated to a MCIm ULS customer from PACIFIC's IntraLATA Toll

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Customer, MCIm will pay ULS-T and will bill PACIFIC the appropriate switched access charges for toll.

6.4.4.2 Terminating to MCIm ULS Customer from IXC

6.4.4.2.1 Terminating Toll Call to a MCIm ULS Customer - For intraLATA toll and interLATA calls, terminated to a MCIm ULS customer from the IXC that are delivered via PACIFIC's tandem, MCIm will pay ULS-T, common transport and tandem switching rate elements.

6.4.4.2.2 Terminating Toll Call to a MCIm ULS Customer - For intraLATA and interLATA toll calls, terminated to a MCIm ULS customer from the IXC where the IXC is directly interconnected at PACIFIC's End Office, MCIm will pay the ULS-T rate element.

*represents a Non-Voluntary Arrangement.

TBD- To be determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

	GENERIC TERMINOLOGY		Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
6	**This Pricing Appendix contains all recurring and some non-recurring costs. For non-recurring Costs addressed in OANAD see the**				
7	**attached Non-recurring price sheet.**				
8					
9	***UNBUNDLED NETWORK ELEMENTS***				
10	**NETWORK INTERFACE DEVICE (NID)**				
11	NID Interface				
12			NRO	@	
13	NID Premise Visit				
14			NRO	@	
15	**LOOPS**				
16	2-Wire Analog Zone 1				
17	2-Wire Analog Zone 2		$ 9.87	@	
18	2-Wire Analog Zone 3		$ 13.28	@	
19			$ 23.13	@	
20	4-Wire Analog Zone 1				
21	4-Wire Analog Zone 2		$ 33.69	@	
22	4-Wire Analog Zone 3		$ 40.42	@	
23			$ 59.57	@	
24	4-Wire - CO Facility Interface Connection				
25			$ 15.35	@	
26					
27	2-wire Digital Zone 1 (2-Wire Analog + ISDN Option)				
28	2-wire Digital Zone 2 (2-Wire Analog + ISDN Option)		$ 14.17	@	
29	2-wire Digital Zone 3 (2-Wire Analog + ISDN Option)		$ 17.93	@	
30			$ 28.10	@	
31	4-wire Digital Zone 1				
32	4-wire Digital Zone 2		$ 90.27	@	
33	4-wire Digital Zone 3		$ 98.23	@	
34			$ 119.50	@	
35	DS3				
36			$ 1,837.18	@	
37	OC3	*			
38			$ 1,494.39	@	
39	OC12				
40		*	$ 4,323.29	@	
41	PBX Option (in addition to regular 2-wire loop charges)				
42	Zone 1				
43	Zone 2		$ 2.22	@	
44	Zone 3		$ 2.15	@	
44A	Coin Option (in additon to regular 2-wire loop charges)		$ 1.86	@	
44B	Zone 1				
44C	Zone 2		$ 2.99	@	
44D	Zone 3		$ 2.90	@	
45			$ 2.50	@	
46	**DSL Capable Loops:**				
47	2-Wire Digital Loop ISDN/IDSL			NRC Initial	NRC Additional
48	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 1		See 2 Wire	@	@
49	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 2		Digital above	@	@
50	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 3			@	@
50A	**FN: MCIW and Pacific agree this UNE and its price are not distinct from the 2-wire Digital loop above. MCIm will, however, identify the PSD until such time as the FCC finds that this data is not required..**				
50B					
51	2-Wire xDSL Loop				
52	PSD #1 - 2-Wire xDSL Loop Zone 1		$ 9.87	@	@
53	PSD #1 - 2-Wire xDSL Loop Zone 2		$ 13.28	@	@

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

			Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	'@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
1					
2					
3	**GENERIC TERMINOLOGY**				
4					
54	PSD #1 - 2-Wire xDSL Loop Zone 3		$ 23.13	@	@
55	PSD #2 - 2-Wire xDSL Loop Zone 1		$ 9.87	@	@
56	PSD #2 - 2-Wire xDSL Loop Zone 2		$ 13.28	@	@
57	PSD #2 - 2-Wire xDSL Loop Zone 3		$ 23.13	@	@
58	PSD #3 - 2-Wire xDSL Loop Zone 1		$ 9.87	@	@
59	PSD #3 - 2-Wire xDSL Loop Zone 2		$ 13.28	@	@
60	PSD #3 - 2-Wire xDSL Loop Zone 3		$ 23.13	@	@
61	PSD #4 - 2-Wire xDSL Loop Zone 1		$ 9.87	@	@
62	PSD #4 - 2-Wire xDSL Loop Zone 2		$ 13.28	@	@
63	PSD #4 - 2-Wire xDSL Loop Zone 3		$ 23.13	@	@
64	PSD #5 - 2-Wire xDSL Loop Zone 1		$ 9.87	@	@
65	PSD #5 - 2-Wire xDSL Loop Zone 2		$ 13.28	@	@
66	PSD #5 - 2-Wire xDSL Loop Zone 3		$ 23.13	@	@
67	PSD #7 - 2-Wire xDSL Loop Zone 1		$ 9.87	@	@
68	PSD #7 - 2-Wire xDSL Loop Zone 2		$ 13.28	@	@
69	PSD #7 - 2-Wire xDSL Loop Zone 3		$ 23.13	@	@
69A	**FN: MCIW and Pacific agree this UNE and its price are not distinct from the 2-wire Analog loop above. MCIm will, however, identify the PSD until such time as the FCC finds that**				
69B					
70	4-Wire xDSL Loop				
71	PSD #3 - 4-Wire xDSL Loop Zone 1		$ 33.69	@	@
72	PSD #3 - 4-Wire xDSL Loop Zone 2		$ 40.42	@	@
73	PSD #3 - 4-Wire xDSL Loop Zone 3		$ 59.57	@	@
74	**FN: MCIW and Pacific agree this UNE and its price are not distinct from the 2-wire Analog loop above. MCIm will, however, identify the PSD until such time as the FCC finds that this data is not required..**				
74A	**Line Sharing:**				
75	HFPL Loop Zone 1	*	$ 4.94	NA	NA
76	Zone 2	*	$ 6.64	NA	NA
77	Zone 3	*	$ 11.57	NA	NA
78	**Loop Qualification Process**				
79	Loop Qualification Process - Mechanized		N/A	$ 0.10	NA
80	Loop Qualification Process - Manual		N/A	$ 34.33	NA
81	Loop Qualification Process - Detailed Manual		N/A	TBD	NA
82	HFPL Splitter				
83	SBC owned splitter--line at a time	*	$ 1.66	N/A	
84					
85	**SUB-LOOPS**				
86	CO to RT sub-loop				
87	2 Wire Analog	*	N/A	@@	@@
88	4 Wire Analog	*	N/A	@@	@@
89	2 Wire DSL	*	N/A	@@	@@
90	4 Wire DSL	*	N/A	@@	@@
91	2 Wire ISDN Compatible	*	N/A	@@	@@
92	4 Wire DS1 Compatible	*	N/A	@@	@@
93	DS3 compatible subloop	*	$ 1,750.11	@@	@@
94	CO to SAI Sub-Loop or RT				
95	2 Wire Analog	*	$ 4.33	@@	@@
96	4 Wire Analog	*	$ 20.49	@@	@@
97	2 Wire DSL	*	$ 4.70	@@	@@
98	4 Wire DSL	*	$ 12.65	@@	@@
99	2 Wire ISDN Compatible	*	TBD	@@	@@
100	4 Wire DS1 Compatible	*	TBD	@@	@@
101	DS3 compatible subloop	*	N/A	@@	@@
102	CO to Terminal sub-loop				
103	2 Wire Analog	*	$ 9.80	@@	@@
104	4 Wire Analog	*	$ 32.16	@@	@@
105	2 Wire DSL	*	$ 6.17	@@	@@
106	4 Wire DSL	*	$ 19.43	@@	@@
107	2 Wire ISDN Compatible	*	TBD	@@	@@

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

TBD- To be Determined
NRO - Nonrecurring only
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NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

			Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
1					
2					
3	**GENERIC TERMINOLOGY**				
4					
108	4 Wire DS1 Compatible	*	TBD	@@	@@
109	DS3 compatible subloop	*	N/A	@@	@@
110	SAI or RT to Terminal sub-loop				
111	2 Wire Analog	*	$ 4.92	@@	@@
112	4 Wire Analog	*	$ 13.08	@@	@@
113	2 Wire DSL	*	$ 4.92	@@	@@
114	4 Wire DSL	*	$ 13.08	@@	@@
115	2 Wire ISDN Compatible	*	N/A	@@	@@
118	4 Wire DS1 Compatible	*	N/A	@@	@@
117	DS3 compatible subloop	*	N/A	@@	@@
118	SAI or RT to NID sub-loop				
119	2 Wire Analog	*	$ 6.67	@@	@@
120	4 Wire Analog	*	$ 19.52	@@	@@
121	2 Wire DSL	*	$ 6.67	@@	@@
122	4 Wire DSL	*	$ 19.52	@@	@@
123	2 Wire ISDN Compatible	*	N/A	@@	@@
124	4 Wire DS1 Compatible	*	N/A	@@	@@
125	DS3 compatible subloop	*	N/A	@@	@@
126	Terminal to NID sub-loop				
127	2 Wire Analog	*	$ 2.96	@@	@@
128	4 Wire Analog	*	$ 8.25	@@	@@
129	2 Wire DSL	*	$ 2.96	@@	@@
130	4 Wire DSL	*	$ 8.25	@@	@@
131	2 Wire ISDN Compatible	*	N/A	@@	@@
132	4 Wire DS1 Compatible	*	N/A	@@	@@
133	DS3 compatible subloop	*	N/A	@@	@@
134	SPOI - ONLY				
135	2 Wire Analog	*	BFR	@@	@@
136	4 Wire Analog	*	BFR	@@	@@
137	2 Wire DSL	*	BFR	@@	@@
138	4 Wire DSL	*	BFR	@@	@@
139	2 Wire ISDN Compatible	*	BFR	@@	@@
140	4 Wire DS1 Compatible	*	BFR	@@	@@
141	DS3 compatible subloop	*	BFR	@@	@@
142					
143					
144					
145					
146					
147					
148					
149					
150					
151	DSL Cross Connects				
152	HFPL Cross Connect - CLEC Owned Non Integrated	*	$ 0.88	@	
153	HFPL Cross Connect - CLEC Owned Integrated	*	$ 0.88	@	
153a	**Footnote: Non Integrated and Integrated versions are the same price per cross connect.**				
154	HFPL Cross Connect - SBC Owned	*	$ 1.76	@	
155	Jack Panel		$ 1.79	N/A	
155a	**Footnote: Jack Panel is optional and is identical to the Basic Jack Panel under Cross Connects to Collocation.**				
156	The price assumes all Central Office cross-connects required to provision the HFPL product				
157	HFPL OSS Charge				
158	HFPL OSS Charge - per line	*	$ 0.61	NA	NA
159	HFPL (LST)				
160	***Line & Station Transfer***		***N/A***	***NA***	***NA***
161					
162					
163	DSL Conditioning Options	*		$ 18.55	

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

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PACIFIC BELL
ICA Rates
Monthly Recurring

		Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
1				
2				
3	**GENERIC TERMINOLOGY**			
4				
164				
165	**Cross Connects for the Adjacent Location Method for Accessing UNEs**			
166	***Termination of CLEC Cable***			
167		TBD		
168	Loops			
169	2 wire analog loop to Adjacent Location Method point of access	$ 0.44		
170	4 wire analog loop to Adjacent Location Method point of access	$ 0.88		
171	2 wire digital loop to Adjacent Location Method point of access	$ 0.44		
172	4 wire digital loop to Adjacent Location Method point of access	$ 0.88		
173				
174	Unbundled Dedicated Transport			
175	DS-1 to Adjacent Location Method point of access			
176		$ 16.52		
177	Switch Ports			
178	Analog Line Port to Adjacent Location Method point of access	$ 0.44		
179	ISDN Basic Rate Interface (BRI) to Adjacent Location Method point of access	$ 0.44		
180	ISDN Primary Rate Interface (PRI) to Adjacent Location Method point of access	$ 0.88		
181				
182	**Cross Connects for UNE Connection Methods**			
183	Analog Loop to the UNE Connection Methods point of access			
184	2-Wire Mth 1			
185	Mth 2	$ 1.57		
186	Mth 3	$ 1.62		
187	4-Wire Mth 1	$ 1.68		
188	Mth 2	$ 3.14		
189	Mth 3	$ 3.24		
190		$ 3.36		
191	Digital Loop to the UNE Connection Methods Point of Access			
192	2-Wire Mth 1			
193	Mth 2	$ 1.57		
194	Mth 3	$ 1.62		
195	4-Wire Mth 1	$ 1.68		
196	Mth 2	$ 3.14		
197	Mth 3	$ 3.24		
198		$ 3.36		
199	Switch Ports to the UNE Connection Methods Point of Access			
200	Analog Line Port Mth 1			
201	Mth 2	$ 1.57		
202	Mth 3	$ 1.62		
203	BRI Port Mth 1	$ 1.68		
204	Mth 2	$ 1.57		
205	Mth 3	$ 1.62		
206	PRI Port Mth 1	$ 1.68		
207	Mth 2	$ 3.14		
208	Mth 3	$ 3.24		
209		$ 3.36		
210	Unbundled Dedicated Transport to the UNE Connection Methods Point of Access			
211	DS1 Mth 1			
212	Mth 2	$ 18.02		
213	Mth 3	$ 18.11		
214	DS3 Mth 1	$ 19.39		
215	Mth 2	ICB		
216	Mth 3	ICB		
217		ICB		
218				
219	**LOCAL SWITCHING CAPABILITY**			

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

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NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

PACIFIC BELL
ICA Rates
Monthly Recurring

		Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
1				
2				
3	**GENERIC TERMINOLOGY**			
4				
220	**Ports**			
221	Analog Line Port/Basic Port	$ 2.88	@	
222	Centrex Port	$ 4.37	@	
223	Analog DID Trunk Port	$ 4.18	@	
224	ISDN BRI Port	$ 14.10	@	
225	ISDN PRI Trunk Port	$ 167.18	$ 2,820.30	
226	DS1 Trunk Port	$ 20.99	@	
227				
228				
229				
230				
231	**Basic Port/Analog Line Port Features per feature (per port)**			
232	Hunting	$ 0.29	@	
233				
234	**Vertical Features**			
235	Call Forwarding Variable	$ 0.57	@	
236	Busy Call Forwarding	$ 0.56	@	
237	Delayed Call Forwarding	$ 0.56	@	
238	Call Waiting	$ 0.56	@	
239	Three Way Calling	$ 0.57	@	
240	Call Screen	$ 0.63	@	
241	Message Waiting Indicator	$ 0.56	@	
242	Repeat Dialing	$ 0.65	@	
243	Call Return	$ 0.65	@	
244	Call Forwarding Busy/delay	$ 0.56	@	
245	Remote Call Forwarding	$ 0.93	@	
246	Speed Calling 8	$ 0.56	@	
247	Speed Calling 30	$ 0.56	@	
248	Intercom	$ 0.62	@	
249	Intercom Plus	$ 0.62	@	
250	Remote Access to Call Fwding	$ 0.60	@	
251	Select Call Forward	$ 0.60	@	
252	Direct -Shared	$ 0.56	@	
253	Direct -Unshared	$ 0.56	@	
254	Call Trace	$ 0.57	@	
255	Speed Call 6	$ 0.56	@	
256	Call Restriction	$ 0.88	@	
257	Distinctive Ringing	$ 0.56	@	
258	Directed Call Pickup	$ 0.57	@	
259	WATS Access per Port	$ 0.56	@	
260	WATS Access per Group	$ 1.73	@	
261	Caller ID	$ 0.73	@	
262	Caller ID Blocking	$ 0.58	@	
263	Caller Hold	$ 0.56	@	
264	DNCF	$ 0.96	@	
265	**Centrex-Like Features**			
266	Automatic Callback	$ 0.44	@	
267	Call Forwarding Variable	$ 0.29	@	
268	Call Forwarding BusyLine	$ 0.28	@	
269	Call Forwarding Don't Answer	$ 0.28	@	
270	Call Hold	$ 0.28	@	
271	Call Pick-up (Group and Station)	$ 0.30	@	
272	Call Waiting - Intragroup	$ 0.28	@	
273	Call Waiting - Originating	$ 0.28	@	
274	Call Waiting - Incoming	$ 0.28	@	
275	Caller ID	$ 0.52	@	

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PACIFIC BELL
ICA Rates
Monthly Recurring

			Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
1					
2					
3	**GENERIC TERMINOLOGY**				
4					
276	Caller ID Blocking		$ 0.28	@	
277	Conferencing - Station Controlled - Large		$ 133.95	@	
278	Conferencing - Station Controlled - Small		$ 0.33	@	
279	Directed Call Pick-up - Group - Barge-In		$ 0.29	@	
280	Directed Call Pick-up - Group - Non-Barge-In		$ 0.28	@	
281	Distinctive Ringing and Call Waiting Tone		$ 0.29	@	
282	Message Waiting Indicator - Stutter DT		$ 0.29	@	
283	Remote Access to Call Forwarding		$ 0.33	@	
284	Call Transfer - DID to DOD		$ 0.29	@	
285	Speed Calling - Individiual (6 or 8)		$ 0.28	@	
286	Speed Calling - Individiual (30)		$ 0.28	@	
287	Speed Calling - Group (30)		$ 0.28	@	
288					
289	DID Number Block		$ 1.00	@	
290					
291	**Local Switching**		**USAGE**		
292	Interoffice -Originating				
293	setup per completed message		$ 0.005940		
294	MOU		$ 0.001840		
295	Interoffice - Terminating				
296	setup per completed message		$ 0.007000		
297	MOU		$ 0.001870		
298	Intraoffice				
299	setup per completed message		$ 0.013990		
300	MOU		$ 0.003620		
301					
302	**Tandem Switching**		**USAGE**		
303	Setup per Call		$ 0.0007500		
304	Setup per Completed Message		$ 0.0011300		
305	MOU		$ 0.0006700		
306					
307	**TRUNK PORT TERMINATION**				
308	End Office Dedicated DS-1 Port		$ 20.99	@	
309	Tandem Dedicated DS1-Port		$ 142.82	@	
310					
325					
326					
327	**Interoffice Transport**				
328	4Wire Voice Grade				
329	Fixed Mileage		$ 3.22	@	
330	Variable Mileage		$ 0.19	@	
331					
332	DS-1				
333	Fixed Mileage		$ 32.32	@	
334	Variable Mileage		$ 1.84	@	
335					
336	DS-3				
337	Fixed Mileage		$ 372.70	@	
338	Variable Mileage		$ 35.72	@	
339					
340	OC3				
341	Fixed Mileage	*	$ 925.74	@	
342	Variable Average	*	$ 95.03	@	
343					
344	OC12				

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PACIFIC BELL
ICA Rates
Monthly Recurring

			Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
1					
2					
3	**GENERIC TERMINOLOGY**				
4					
345	Fixed Mileage	*	$ 2,673.92	@	
346	Variable Mileage	*	$ 366.41	@	
347					
348	**Entrance Facilities**				
348a	2Wire Voice Grade		$ 23.45	@	
348b					
349	4Wire Voice Grade		$ 46.90	@	
350					
351	DS-1		$ 153.46	@	
352					
353	DS-3 w/ equip		$ 1,837.18	@	
354					
355	DS-3 w/o equip		$ 724.04	@	
356					
357	OC-3	*	$ 1,494.39	@	
358					
359	OC12	*	$ 4,323.29	@	
360					
361	**Shared Transport**		USAGE		
362	Fixed Mileage		$ 0.0012590		
363	Variable Mileage		$ 0.0000210		
364					
365	With Option C LSNE		TBD		
366					
367	**Switched Transport - Shared Overflow**				
368	Fixed Mileage		$ 0.011360		
369	Variable Mileage		$ 0.000021		
370					
371	**Switched Transport - Common**				
372	Fixed Mileage		$ 0.001330		
373	Variable Mileage		$ 0.000021		
374					

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PACIFIC BELL
ICA Rates
Monthly Recurring

			Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
3	**GENERIC TERMINOLOGY**				
375	**MULTIPLEXING**				
376	DS-1/DS-0 MUX				
377			$ 255.58	@	
378	DS-3/DS-1 MUX				
379			$ 287.88	@	
380	OC-3 to 84 DS1s (Groups of 28)	*	$ 839.94	@	
381					
382	OC-3 to 1-3 DS3	*	$ 658.70	@	
383					
384	OC-3 to 1-3 EC-1	*	$ 735.65	@	
385					
386	OC-12 to 1-12 DS3	*	$ 1,177.79	@	
387					
388	OC-12 to 1-12 EC1/STS-1	*	$ 1,284.81	@	
389					

				NRC Initial		NRC Additional	
390	**Dark Fiber**			Connect	Disconnect	Connect	Disconnect
391	Dark Fiber -interoffice per strand	*	$ 12.55	$ 1,125.51	$ 475.04	$ 1,125.51	$ 475.04
392	Dark Fiber - Interoffice per foot	*	$ 0.00019	N/A	N/A	N/A	N/A
393	Dark Fiber Loop - CO to Customer Prem-per strand	*	$ 12.41	$ 524.25	$ 352.88	$ 524.25	$ 352.88
394	Dark Fiber Loop - CO to Customer, per foot	*	$ 0.00012	N/A	N/A	N/A	N/A
395	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	*	$ 12.41	$ 524.25	$ 352.88	$ 524.25	$ 352.88
396	Dark Fiber Subloop - CO to CEV/Hut/RT per foot	*	$ 0.00012	N/A	N/A	N/A	N/A
397	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	*	$ 12.41	$ 539.11	$ 333.84	$ 539.11	$ 333.84
398	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	*	$ 0.00012	N/A	N/A	N/A	N/A
399	Dark Fiber Cross Connect - Interoffice	*	$ 7.74	$ 74.69	$ 49.66	$ 74.69	$ 49.66
400	Dark Fiber Cross Connect - Loop/Subloop	*	$ 7.74	$ 35.62	$ 29.36	$ 35.62	$ 29.36
401	Dark Fiber Cross Connect - Subloop	*	$ 7.74	$ 33.90	$ 33.90	$ 33.90	$ 33.90
402	Dark Fiber - Loop Inquiry	*	N/A	$ 121.41	$ -	$ 121.41	$ -
403	Dark Fiber - Sub Loop Inquiry	*	N/A	$ 121.41	$ -	$ 121.41	$ -
404	Dark Fiber - Interoffice Inquiry	*	N/A	$ 346.29	$ -	$ 346.29	$ -
405							
406							
407							
408							
409							
410							
411							
412							
413							
414							
415							
416							
417							

418	**LIDB**			
419	Validation Query (Includes SMS & Sleuth)		$ 0.002633	
420	OLNS Query (Includes SMS)		$ 0.002633	
421	CNAM Query (Includes SMS and Query Transport)		$ 0.002666	
422	Query Transport (Validation and OLNS)		$ 0.000033	
423				
424	**CROSS CONNECTS TO COLLOCATION**			
425	EISCC Combined with Loop to Collocation			
426	Basic			
427	Jack Panel		$ 0.44	@
428			$ 1.79	
429	DS-0			

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PACIFIC BELL
ICA Rates
Monthly Recurring

		Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
1				
2				
3	**GENERIC TERMINOLOGY**			
4				
430	EISCC Combined with Loop to Collocation			
431	Jack Panel	$ 26.07	@	
432		$ 5.60		
433	DS-1			
434	EISCC Combined with Loop to Collocation			
435	Jack Panel	$ 16.52	@	
436	Repeater	$ 2.49		
437		$ 24.15		
438	DS-3			
439	EISCC Combined with Loop to Collocation			
440	Jack Panel	$ 45.80	@	
441	Repeater	$ 25.88		
442		$ 101.36		
443	EISCC Basic to Collocation			
444	Basic			
445	Jack Panel	$ 0.44		
446		$ 1.79		
447	DS-0			
448	Jack Panel	$ 26.07		
449	Repeater	$ 5.60		
450				
451	DS-1			
452	Jack Panel	$ 16.52		
453	Repeater	$ 2.49		
454		$ 24.15		
455	DS-3			
456	Jack Panel	$ 45.80		
457	Repeater	$ 25.88		
458		$ 101.36		
459				
460				
461	***OTHER***			
462				
463	**Directory Assistance**		NRC Initial	
464	Directory Assistance Rate Per Call	$ 0.37000		
465				
466	Express Call Completion			
467	Rate per call			
468	Call Completion LATA Wide - Per MOU	$ 0.15000		
469		$ 0.00436		
470	Directory Assistance (nationwide listing service)			
471	Rate per call			
472		$ 0.82		
473	Call Branding			
474	Establish/Change Branding Announcement (Per TOPS - Switch)	NA	$0	
475				
476	DA Services rate/ reference information			
477	Rate per initial load	TBD		
478	Rate per subsequent rate change	TBD		
479	Rate per subsequent reference change	TBD		
480				
481	**Operator Services**			
482	Fully Automated Call Processing			
483	Call Completion LATA Wide - Per MOU	$ 0.00436		
484	Rate per completed automated call	$ 0.09381		
485				

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PACIFIC BELL
ICA Rates
Monthly Recurring

			Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
1					
2					
3	**GENERIC TERMINOLOGY**				
4					
486	Operator - Assisted Call Processing				
487	Call Completion LATA Wide - Per MOU		$ 0.00436		
488	Operator Assisted Call Processing (Per work second)		$ 0.02967		
489					
490	Call Branding				
491	Establish/Change Branding Announcement (Per TOPS - Switch)		NA	$0	
492					
493	Operator Services rate/reference information				
494	Rate per initial load		TBD		
495	Rate per subsequent rate change		TBD		
496	Rate per subsequent reference change		TBD		
497					
498	OA/DA Trunks			NRC Initial	NRC Additional
499	Trunk Installation per trunk		NA	$ 68.35	$ 57.35
500					
501	BLV/I Trunks				
502	Trunk Installation per trunk		NA	$ 68.35	$ 57.35
503					
504					
505					
506	**Ancillary Equipment**				
507					
508	**Analog Bridging**				
509	Master Leg Plug 2-wire		$14.10	$24.60	
510	Master Leg Plug 4 wire		$14.10	$24.60	
511	2-wire Analog Bridge Plug		$13.50	$24.60	
512	4-wire Analog Bridge Plug		$12.85	$24.60	
513					
514	**Program Audio Bridging**				
515	Program Audio Bridge		$85.60	$172.00	
516					
517	**DCS**				
518	DS1 to DSO		See Tariff (CPUC 175-T Section 7.2		
519	DS3 to DS1		See Tariff (CPUC 175-T Section 7.2		
520					
521	**Network Reconfiguration Service (Also known as CNR)**				
522	DCS Port Charge				
523	DS1		See Tariff (CPUC 175-T Section 7.2		
524	DS3		See Tariff (CPUC 175-T Section 7.2		
525	DCS Establishment Charge		See Tariff (CPUC 175-T Section 7.2		
526	Database Modification Charge		See Tariff (CPUC 175-T Section 7.2		
527	Reconfiguration Charge		See Tariff (CPUC 175-T Section 7.2		
528					
529	**Diverse Routing**				
530	DS1 per point of termination		$140.00	See Tariff (FCC #1 Section 6)	
531	DS3 per point of termination				
532	(With Terminal Equip.)		$1,000.00	See Tariff (FCC #1 Section 6)	
533	DS3 per point of termination				
534	(W/O Terminal Equip.)		$750.00	See Tariff (FCC #1 Section 6)	
535					
536	**DAL**				
537	Base File	*		$ 0.020000	
538	Base File Updates	*		$ 0.020000	
539					
540	**NXX Migration**		NA	$0.00	

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PACIFIC BELL
ICA Rates
Monthly Recurring

		Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
1				
2				
3	GENERIC TERMINOLOGY			
4				
541				
542				
543				
544				
545				
546				
547				
548				
549	LNP Surcharge	See Tariff (FCC #1 Section13.3.16)		
550				
551				
552				
553				
554				
555				
556				
557				
558				
559				
560				

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PACIFIC BELL
ICA Rates
Monthly Recurring

APPENDIX PRICING
ATTACHMENT A
PACIFIC/MCIm

	GENERIC TERMINOLOGY	Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
561	***RESALE***	***Resale Discounts***		
562		Recurring	Non recurring	
563	LOCAL EXCHANGE SERVICE			
564	Individual Line Measured Rate Residence Service	17%	17%	
565	Individual Line Measured Rate Business Service	17%	17%	
566	Individual Line Flat Rate Residence Service	17%	17%	
567	Farmer Line Service	17%	17%	
568				
569	LOCAL USAGE, ZUM, and EAS			
570	VERTICAL SERVICES			
571	Three Way Calling	17%	17%	
572	Call Forwarding	17%	17%	
573	Busy Call Forwarding	17%	17%	
574	Delayed Call Forwarding	17%	17%	
575	Remote Access to Call Forwarding	17%	17%	
576	Call Screen	17%	17%	
577	Select Call Forwarding	17%	17%	
578	Priority Ringing	17%	17%	
579	Repeat Dialing	17%	17%	
580	Call Return	17%	17%	
581	Caller ID	17%	17%	
582	Call Waiting	17%	17%	
583	Speed Calling - 8 code capacity	17%	17%	
584	Speed Calling - 30 code capacity	17%	17%	
585	Intercom	17%	17%	
586	Intercom Plus	17%	17%	
587	Call Trace	17%	17%	
588	Caller ID on Analog Centrex Lines	17%	17%	
589	Caller ID on PBX Lines	17%	17%	
590	Caller ID on Dedicated Custom 8 Service	17%	17%	
591	Direct Connect	17%	17%	
592	Usage Sensitive Custom Calling Services	17%	17%	
593	Premiere Communications Systems - Resale	17%	17%	
594	Remote Call Forwarding	17%	17%	
595	Direct Connect	17%	17%	
596				
597	Centrex			
598	Hunting Service	17%	17%	
599	Airport Intercommunicating Service	17%	17%	
600	Central Office Electronic Tandem Switching	17%	17%	
601	Centrex ISDN	17%	17%	
602				
603	ISDN			
604	ISDN- BRI	17%	17%	
605	Primary Rate ISDN (PRI)	17%	17%	
606	Personal ISDN	17%	17%	
607	Centrex ISDN			
608				
609	TOLL			
610	Local Plus (Intralata Toll)	17%	17%	
611	Two-Point Message Telecommunications Service (Local Toll)	17%	17%	
612	CUSTOM 8 Toll Free Service (grandfathered)	17%	17%	
613	Dedicated Access Line	17%	17%	
614	Custom 8 Digital Data	17%	17%	
615	EASY 8 Toll Free Service	17%	17%	
616	Easy 8 Digital Data	17%	17%	

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PACIFIC BELL
ICA Rates
Monthly Recurring

	GENERIC TERMINOLOGY	Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
617	Easy 8 Directory Assistance Listing	17%	17%	
618	California 976	17%	17%	
619	California 900	17%	17%	
620	Information Services Call Blocking	17%	17%	
621				
622	OPTIONAL TOLL CALLING PLANS			
623	Resale Residence Usage Discount- Direct Discount	17%	17%	
624	Resale Residence Usage Discount- Service Area	17%	17%	
625	Resale Residence Usage Discount- Community	17%	17%	
626	Resale Residence Usage Discount- Easy Saver	17%	17%	
627	Resale Residence Usage Discount- Saver 60	17%	17%	
628	Resale Residence Usage Discount- Saver Plus	17%	17%	
629	Resale Business Usage Discount- Direct Discount	17%	17%	
630	Resale Business Usage Discount- Plan 50	17%	17%	
631	Resale Business Usage Discount- Plan 1000	17%	17%	
632	Resale Business Usage Discount- Volume Discount	17%	17%	
633	Resale Business Usage Discount - Plus	17%	17%	
634				
635	DIRECTORY ASSISTANCE			
636	Nationwide Listing Services (NLS)	17%	17%	
637	Express Call Completion	17%	17%	
638		17%	17%	
639	CVN Service			
640		17%	17%	
641	TRUNKS			
642	Flat Rate Trunk			
643	Trunk Line Service	17%	17%	
644		17%	17%	
645				
646	**OTHER (Resale)**			
647	Number Retention Service			
648	Number Referral Service	17%	17%	
649	Number Services (Personalized TNs)	17%	17%	
650	Voice Based Information Services	17%	17%	
651	Promotional Pricing (90 days +)	17%	17%	
652	Private Branch Exchange Services	17%	17%	
653	Short Duration Service	17%	17%	
654	Grandfathered Services	17%	17%	
655	Message Waiting Indicator (MWI++)	17%	17%	
656	Call Forwarding Busy Line	17%	17%	
657	Call Forwarding/ Don't Answer	17%	17%	
658	Call Forwarding Busy Line/ Don't Answer	17%	17%	
659	Foreign Exchange Service	17%	17%	
660	Foreign Prefix Service	17%	17%	
661	Off Premise Extensions	17%	17%	
662	Operator Services and Directory Assistance	17%	17%	
663				
664	TELEPHONE ANSWERING SERVICE			
665	Secretarial Answering Service	17%	17%	
666	Occasional Service	17%	17%	
667	Concentrator- Identifier Service	17%	17%	
668	Answering Line Service	17%	17%	
669				
670	DIRECT INWARD DIALING SERVICE			
671	Tie Line Service	17%	17%	
672	Interexchange Channel	17%	17%	

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PACIFIC BELL
ICA Rates
Monthly Recurring

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673	Directory Listings Alternate User Listings	17%	17%	
674	Business Individual Line Service	17%	17%	
675	Premium Subscriber Plan	17%	17%	
676	Premiere Subscriber Plan	17%	17%	
677	Power Distribution Alarm And Control System	17%	17%	
678	Custom Virtual Network	17%	17%	
679	WATS Service	17%	17%	
680	Basic Service Elements and			
681	Complementary Network Services	17%	17%	
682	Business Answering Lines	17%	17%	
683	Short Duration Service	17%	17%	
684	Broadband and Fast Packet Service	17%	17%	
685				
686	***OTHER (Resale)***			
687	***On products below, for discount, if any please see applicable tariff***			
688	Access Products			
689	Electronic Tandem Switching *	0%	0%	
690	Private Line Services	0%	0%	
691	Digital Data Over Voice	0%	0%	
692	Group Video	0%	0%	
693	High Voltage Protection	0%	0%	
694	Switched SMDS	0%	0%	
695	Switched 56	0%	0%	
696		0%	0%	
697				
698				
699	* Pending CPUC approval of Advice Letter No. 18432			
700				
701	Other Services			
702	Centrex Number Retention Service			
703	Contract Plans	17%	17%	
704	COPT (When sold to certificated CLECs)	17%	17%	
705	Labor/Network Rearrangements	17%	17%	
706	Visit Charge (Trouble Identification)	0%	0%	
707	Cable services All, IW	0%	0%	
708		0%	0%	
709	Repair Transfer Service (per subsequent change)			
710	Recorded Name Announcement			
711	800/888 Telephone Number	NA	$ 2,300.00	
712	Name Announcement & Telephone Number	NA	$ 750.00	
713		NA	$ 2,400.00	
714				
715				
716				
717	Slamming Investigation Fee			
718		NA	ICB	
719	Traffic Alert Referral Service Usage charge/alert			
720		TBD	TBD	

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PACIFIC BELL
ICA Rates
Monthly Recurring

			Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	"@@" INDICATES TO REFER TO THE SUBLOOP NONRECURRING PRICE SHEET FOR RATES
1					
2					
3	**GENERIC TERMINOLOGY**				
4					
721	End User Change Over (per billable telephone number)				
722	Business		See Tariff (175-T Section 18)		
723	Residence		See Tariff (175-T Section 18)		
724	Complex		See Tariff (175-T Section 18)		
725					
726					
727	**RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION**				
728			**USAGE**		
729	**Tandem Switching**				
730	Setup per completed call (Setup per Call)				
731	Holding term per MOU (MOU)		$ 0.001130		
732			$ 0.0006700		
733	**Common Transport**				
734	Fixed Mileage per MOU (Fixed Mileage)				
735	Variable Mileage per MOU per Mile (Variable Mileage)		$ 0.001330		
736			$ 0.000021		
737	**Basic Switching - Interoffice - Terminating**				
738	Interoffice - Terminating				
739	Setup per Call				
740	Holding term per MOU (MOU)		$ 0.007000		
741			$ 0.001870		
742	**TRANSITING-LOCAL TRAFFIC**				
743					
744	Setup per attempt (Setup per Call)	*	$ 0.0011300		
745	Holding term per MOU (MOU)	*	$ 0.0027700		

*The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.

Pacific Bell Telephone Company
Non-Recurring ICA Rates
1/08/01

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
Customized Routing Option B & C (CESAR/LEX - COMPLEX)	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
CROSS CONNECT								
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Pacific Bell Telephone Company
Non-Recurring ICA Rates
1/08/01

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - OC3 - INITIAL (CESAR/LEX - SIMPLE)	$2.41	$2.41	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC3 - INITIAL (MECHANIZED)	$0.19	$0.19	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC3 - ADDITIONAL (CESAR/LEX - SIMPLE)	$2.41	$2.41	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC3 - ADDITIONAL - (MECHANIZED)	$0.19	$0.19	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC12 - INITIAL (CESAR/LEX - SIMPLE)	$2.41	$2.41	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC12 - INITIAL (MECHANIZED)	$0.19	$0.19	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC12 - ADDITIONAL (CESAR/LEX - SIMPLE)	$2.41	$2.41	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC12 - ADDITIONAL - (MECHANIZED)	$0.19	$0.19	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	$4.05	$4.05	$0.00	$0.00	$80.12	$36.13	$0.00	$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$80.12	$36.13	$0.00	$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	$4.05	$4.05	$0.00	$0.00	$84.17	$36.32	$0.00	$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$84.17	$36.32	$0.00	$0.00
MULTIPLEXING OPTIONS								
OC3/DS1 (per 28 DS1's) (Simple - CESAR/LEX) - INITIAL & ADDITIONAL	$4.68	$4.68	$0.00	$0.00	$611.76	$260.44	$0.00	$0.00
OC3/DS1 (per 28 DS1's) (MECHANIZED) - INITIAL & ADDITIONAL	$0.19	$0.19	$0.00	$0.00	$611.76	$260.44	$0.00	$0.00
OC3/DS3 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	$4.68	$4.68	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC3/DS3 (MECHANIZED) - INITIAL & ADDITIONAL	$0.19	$0.19	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC3/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	$4.68	$4.68	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC3/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	$0.19	$0.19	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC12/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	$4.68	$4.68	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC12/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	$0.19	$0.19	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC12 to OC3 (SIMPLE - CESAR/LEX)	$4.68	$4.68	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC12 to OC3 (MECHANIZED)	$0.19	$0.19	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00

Pacific Bell Telephone Company
Non-Recurring ICA Rates
1/08/01

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	$71.39	$54.01	$56.59	$52.07	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	$44.91	$26.06	$28.32	$23.90	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	$71.39	$54.01	$56.59	$52.07	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	$44.91	$26.06	$28.32	$23.90	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	$56.52	$51.55	$52.11	$49.54	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	$29.74	$23.94	$24.51	$22.04	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.24	$2.66	$2.97	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	$2.89	$2.66	$2.97	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	$3.24	$0.00	$46.53	$0.00	$21.27	$15.61	$21.27	$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	$3.24	$0.00	$18.81	$0.00	$21.27	$15.61	$21.27	$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$21.27	$15.61	$21.27	$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE)	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Pacific Bell Telephone Company
Non-Recurring ICA Rates
1/08/01

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) DEDICATED TRUNK TRANSPORT								
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$44.91	$0.00	$42.48	$62.05	$20.05	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	$46.65	$18.81	$0.00	$14.77	$62.05	$20.05	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	$0.73	$0.73	$0.00	$0.00	$62.05	$20.05	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$40.05	$13.65	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$40.05	$13.65	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$40.05	$13.65	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$44.91	$0.00	$42.48	$67.62	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	$46.65	$18.81	$0.00	$14.77	$67.62	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	$0.73	$0.73	$0.00	$0.00	$67.62	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$44.91	$0.00	$42.48	$67.25	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	$46.65	$18.81	$0.00	$14.77	$67.25	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	$0.73	$0.73	$0.00	$0.00	$67.25	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	$84.22	$51.99	$0.00	$49.18	$69.83	$34.85	$0.00	$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	$54.01	$21.78	$0.00	$17.10	$69.83	$34.85	$0.00	$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	$0.84	$0.84	$0.00	$0.00	$69.83	$34.85	$0.00	$0.00
OC12 (MANUAL / FAX) -INITIAL & ADDITIONAL	$84.22	$51.99	$0.00	$49.18	$69.83	$34.85	$0.00	$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDIITONAL	$54.01	$21.78	$0.00	$17.10	$69.83	$34.85	$0.00	$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	$0.84	$0.84	$0.00	$0.00	$69.83	$34.85	$0.00	$0.00

Pacific Bell Telephone Company
Non-Recurring ICA Rates
1/08/01

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) ENTRANCE FACILITY								
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$48.15	$0.00	$42.48	$21.85	$7.56	$0.00	$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	$46.65	$22.25	$0.00	$14.77	$21.85	$7.56	$0.00	$0.00
VOICE GRADE - INITIAL (MECHANIZED)	$0.32	$0.32	$0.00	$0.00	$21.85	$7.56	$0.00	$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$9.36	$5.03	$0.00	$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$9.36	$5.03	$0.00	$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$9.36	$5.03	$0.00	$0.00
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$48.15	$0.00	$42.48	$68.87	$43.77	$0.00	$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	$46.65	$22.25	$0.00	$14.77	$68.87	$43.77	$0.00	$0.00
DS1 - INITIAL (MECHANIZED)	$0.32	$0.32	$0.00	$0.00	$68.87	$43.77	$0.00	$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS1 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$48.15	$0.00	$42.48	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	$46.65	$22.25	$0.00	$14.77	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	$0.32	$0.32	$0.00	$0.00	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$48.15	$0.00	$42.48	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	$46.65	$22.25	$0.00	$14.77	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	$0.32	$0.32	$0.00	$0.00	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	$84.22	$51.99	$0.00	$49.18	$129.26	$46.56	$0.00	$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	$54.01	$21.78	$0.00	$17.10	$129.26	$46.56	$0.00	$0.00
OC3 (MECHANIZED) - INITIAL& ADDITIONAL	$0.84	$0.84	$0.00	$0.00	$129.26	$46.56	$0.00	$0.00
OC12 (MANUAL / FAX) - INITIAL & ADDITIONAL	$84.22	$51.99	$0.00	$49.18	$129.26	$46.56	$0.00	$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITONAL	$54.01	$21.78	$0.00	$17.10	$129.26	$46.56	$0.00	$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	$0.84	$0.84	$0.00	$0.00	$129.26	$46.56	$0.00	$0.00
LINK								
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	$63.06	$49.90	$53.09	$47.50	$28.84	$10.41	$11.40	$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	$35.09	$21.57	$24.00	$19.61	$28.84	$10.41	$11.40	$0.00
4 WIRE - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$28.84	$10.41	$11.40	$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$18.95	$7.43	$0.00	$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	$57.53	$48.94	$52.25	$47.42	$18.66	$8.54	$15.43	$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	$29.93	$21.03	$24.33	$19.58	$18.66	$8.54	$15.43	$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
ASSURED - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.66	$8.54	$15.43	$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.24	$1.85	$2.02	$0.00	$12.53	$5.75	$0.00	$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.24	$1.85	$2.02	$0.00	$12.53	$5.75	$0.00	$0.00
ASSURED - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.53	$5.75	$0.00	$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
BASIC - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
BASIC - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	$63.06	$49.90	$53.09	$47.50	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	$35.09	$21.57	$24.00	$19.61	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	$63.06	$49.90	$53.09	$47.50	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	$35.09	$21.57	$24.00	$19.61	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$61.00	$14.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$61.00	$14.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$61.00	$14.67	$0.00	$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	$63.06	$49.90	$53.09	$47.50	$18.55	$8.57	$15.50	$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	$35.09	$21.57	$24.00	$19.61	$18.55	$8.57	$15.50	$0.00
ISDN LINK - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.55	$8.57	$15.50	$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.67	$5.68	$0.00	$0.00
DS3 Loop - INITIAL (Manual)	$72.75	$48.15	$0.00	$42.48	$114.90	$43.48	$0.00	$0.00
DS3 Loop - INITIAL (Cesar/LEX)	$46.65	$22.25	$0.00	$14.77	$114.90	$43.48	$0.00	$0.00
DS3 Loop - INITIAL (Mechanized))	$0.32	$0.32	$0.00	$0.00	$114.90	$43.48	$0.00	$0.00
DS3 Loop - ADDITIONAL (Manual)	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 Loop - ADDITIONAL (Cesar/LEX)	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 Loop - ADDITIONAL (Mechanized)	$0.00	$0.00	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
** OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	$84.22	$51.99	$0.00	$49.18	$129.26	$46.56	$0.00	$0.00
** OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	$54.01	$21.78	$0.00	$17.10	$129.26	$46.56	$0.00	$0.00
** OC3 (MECHANIZED) - INITIAL & ADDITIONAL	$0.84	$0.84	$0.00	$0.00	$129.26	$46.56	$0.00	$0.00
** OC12 (MANUAL / FAX) -INITIAL & ADDITIONAL	$84.22	$51.99	$0.00	$49.18	$129.26	$46.56	$0.00	$0.00
** OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDIITONAL	$54.01	$21.78	$0.00	$17.10	$129.26	$46.56	$0.00	$0.00
** OC12 (MECHANIZED) - INITIAL & ADDITIONAL	$0.84	$0.84	$0.00	$0.00	$129.26	$46.56	$0.00	$0.00

Pacific Bell Telephone Company
Non-Recurring ICA Rates
1/08/01

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DSL CAPABLE LOOPS:								
2-Wire Digital Loop ISDN/IDSL								
PSD #1 - 2-Wire Digital Loop ISDN/IDSL								
Initial - manual/fax - complex	$63.06	$49.90	$53.09	$47.50	$18.55	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	$35.09	$21.57	$24.00	$19.61	$18.55	$8.57	$15.50	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$18.55	$8.57	$15.50	$0.00
Additional - manual/fax - complex	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
Additional - cesar/lex - complex	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$12.67	$5.68	$0.00	$0.00
2-Wire xDSL Loop								
PSD #1 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #2 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #3 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #4 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #5 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00

Pacific Bell Telephone Company
Non-Recurring ICA Rates
1/08/01

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #7 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
4-Wire xDSL Loop								
PSD #3 - 4-Wire xDSL Loop								
Initial - manual/fax - complex	$63.06	$49.90	$53.09	$47.50	$28.84	$10.41	$11.40	$0.00
Initial - cesar/lex - complex	$35.09	$21.57	$24.00	$19.61	$28.84	$10.41	$11.40	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$28.84	$10.41	$11.40	$0.00
Additional - manual/fax - complex	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - cesar/lex - complex	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$18.95	$7.43	$0.00	$0.00
**HFPL Cross Connects - CLEC Owned Splitter Non Integrated								
HFPL Cross Connects, per line- Initial (Manual/Fax)	$57.53	$48.94	$52.25	$47.42	$16.38	$15.40	TBD	$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	$3.24	$1.85	$2.02	$0.00	$11.85	$8.73	TBD	$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	$29.93	$21.03	$24.33	$19.58	$16.38	$15.40	TBD	$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	$3.24	$1.85	$2.02	$0.00	$11.85	$8.73	TBD	$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	$0.16	$0.16	$0.16	$0.00	$16.38	$15.40	TBD	$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	$0.00	$0.00	$0.00	$0.00	$11.85	$8.73	TBD	$0.00
**HFPL Cross Connects - CLEC Owned Splitter Integrated								
HFPL Cross Connects, per line- Initial (Manual/Fax)	$57.53	$48.94	$52.25	$47.42	$16.38	$15.40	TBD	$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	$3.24	$1.85	$2.02	$0.00	$11.85	$8.73	TBD	$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	$29.93	$21.03	$24.33	$19.58	$16.38	$15.40	TBD	$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	$3.24	$1.85	$2.02	$0.00	$11.85	$8.73	TBD	$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	$0.16	$0.16	$0.16	$0.00	$16.38	$15.40	TBD	$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	$0.00	$0.00	$0.00	$0.00	$11.85	$8.73	TBD	$0.00
**HFPL Cross Connects - SBC Owned Splitter								
HFPL Cross Connects, per line- Initial (Manual/Fax)	$57.53	$48.94	$52.25	$47.42	$19.99	$16.57	TBD	$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	$3.24	$1.85	$2.02	$0.00	$15.00	$9.79	TBD	$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	$29.93	$21.03	$24.33	$19.58	$19.99	$16.57	TBD	$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	$3.24	$1.85	$2.02	$0.00	$15.00	$9.79	TBD	$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	$0.16	$0.16	$0.16	$0.00	$19.99	$16.57	TBD	$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	$0.00	$0.00	$0.00	$0.00	$15.00	$9.79	TBD	$0.00

**** The Parties acknowledge and agree the rates set forth for Channel Connections are interim and subject to true-up pending state established rates.**

LOCAL SWITCHING CAPABILITY, SWITCHING PORT

BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	$51.55	$47.74	$47.74	$41.67	$7.82	$4.09	$0.04	$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	$23.84	$20.03	$20.43	$13.96	$7.82	$4.09	$0.04	$0.00

Pacific Bell Telephone Company
Non-Recurring ICA Rates
1/08/01

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.16	$7.82	$4.09	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	$2.02	$1.62	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	$2.02	$1.62	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	$69.67	$47.74	$47.74	$41.67	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	$41.96	$20.03	$20.03	$11.33	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - INITIAL (MECHANIZED)	$0.49	$0.49	$0.49	$0.49	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX SYSTEM ESTABLISH (NO SERIVE ORDER)	$0.00	$0.00	$0.00	$0.00	$26.72	$15.61	$26.72	$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	$69.67	$47.74	$47.74	$41.67	$27.71	$18.22	$0.00	$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	$41.96	$20.03	$20.03	$11.33	$27.71	$18.22	$0.00	$0.00
DID NBR BLOCK (MECHANIZED)	$0.49	$0.49	$0.49	$0.49	$27.71	$18.22	$0.00	$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	$69.67	$47.74	$47.74	$41.67	$20.03	$11.73	$0.04	$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	$41.96	$20.03	$20.03	$11.33	$20.03	$11.73	$0.04	$0.00
DID PORT - INITIAL (MECHANIZED)	$0.49	$0.49	$0.49	$0.49	$20.03	$11.73	$0.04	$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
DID PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	$69.67	$47.74	$47.74	$41.67	$19.50	$11.69	$0.04	$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	$41.96	$20.03	$20.03	$11.33	$19.50	$11.69	$0.04	$0.00
ISDN PORT - INITIAL (MECHANIZED)	$0.49	$0.49	$0.49	$0.49	$19.50	$11.69	$0.04	$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$9.51	$3.99	$0.04	$0.00
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX - SIMPLE/COMPLEX)	$46.53	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	$17.73	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	$0.16	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	$46.53	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	$17.73	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	$0.16	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00

Pacific Bell Telephone Company
Non-Recurring ICA Rates
1/08/01

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	$35.09	$21.57	$24.00	$19.61	$164.68	$54.21	$0.00	$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	$41.96	$20.03	$20.03	$11.33	$123.34	$43.73	$0.00	$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	$80.03	$53.81	$0.00	$44.91	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	$54.74	$28.52	$0.00	$19.62	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	$0.49	$0.49	$0.00	$0.49	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	$3.24	$0.81	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	$3.24	$0.81	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	$80.03	$53.81	$0.00	$44.91	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	$54.74	$28.52	$0.00	$19.62	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	$0.49	$0.49	$0.00	$0.49	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	$3.24	$0.81	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	$3.24	$0.81	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00

PAC LL
ICA Rates
Sub-Loop Non-Recurrimg
1/08/01

Note: These prices are interim and are subject to true up.

SUB-LOOP Non-Recurring Cost

	Initial				Additional			
	Service Order		Channel Connect		Service Order		Channel Connect	
	New	Disconnect	New	Disconnect	New	Disconnect	New	Disconnect
2-Wire Analog								
Central Office Originating								
Crossconnects, per line - (MANUAL / FAX)	$60.54	$51.51	$89.37	$50.40	$3.41	$1.95	$43.50	$24.42
Crossconnects, per line - (CESAR / LEX)	$31.50	$22.12	$89.37	$50.40	$3.41	$1.95	$43.50	$24.42
Crossconnects, per line - (MECHANIZED)	$0.17	$0.17	$89.37	$50.40	$0.00	$0.00	$43.50	$24.42
NON Central Office Originating								
Crossconnects, per line - (MANUAL / FAX)	$60.54	$51.51	$76.66	$33.47	$3.41	$1.95	$31.03	$13.19
Crossconnects, per line - (CESAR / LEX)	$31.50	$22.12	$76.66	$33.47	$3.41	$1.95	$31.03	$13.19
Crossconnects, per line - (MECHANIZED)	$0.17	$0.17	$76.66	$33.47	$0.00	$0.00	$31.03	$13.19
4-Wire VG								
Central Office Originating								
Crossconnects, per line - (MANUAL / FAX)	$66.37	$52.53	$116.28	$73.11	$3.88	$3.83	$53.98	$29.99
Crossconnects, per line - (CESAR / LEX)	$36.94	$22.71	$116.28	$73.11	$3.88	$3.83	$53.98	$29.99
Crossconnects, per line - (MECHANIZED)	$0.17	$0.17	$116.28	$73.11	$0.00	$0.00	$53.98	$29.99
NON Central Office Originating								
Crossconnects, per line - (MANUAL / FAX)	$66.37	$52.53	$111.75	$54.23	$3.88	$3.83	$38.99	$16.92
Crossconnects, per line - (CESAR / LEX)	$36.94	$22.71	$111.75	$54.23	$3.88	$3.83	$38.99	$16.92
Crossconnects, per line - (MECHANIZED)	$0.17	$0.17	$111.75	$54.23	$0.00	$0.00	$38.99	$16.92
2-Wire DSL								
Central Office Originating								
Crossconnects, per line - (MANUAL / FAX)	$60.54	$51.51	$89.37	$50.40	$3.41	$1.95	$43.50	$24.42
Crossconnects, per line - (CESAR / LEX)	$31.50	$22.12	$89.37	$50.40	$3.41	$1.95	$43.50	$24.42
Crossconnects, per line - (MECHANIZED)	$0.17	$0.17	$89.37	$50.40	$0.00	$0.00	$43.50	$24.42
NON Central Office Originating								
Crossconnects, per line - (MANUAL / FAX)	$60.54	$51.51	$76.66	$33.47	$3.41	$1.95	$31.03	$13.19
Crossconnects, per line - (CESAR / LEX)	$31.50	$22.12	$76.66	$33.47	$3.41	$1.95	$31.03	$13.19
Crossconnects, per line - (MECHANIZED)	$0.17	$0.17	$76.66	$33.47	$0.00	$0.00	$31.03	$13.19
4-Wire DSL								
Central Office Originating								

PAC ELL
ICA Rates
Sub-Loop Non-Recurrimg
1/08/01

40	Crossconnects, per line - (MANUAL / FAX)	$66.37	$52.53	$116.28	$73.11	$3.88	$3.83	$53.98	$29.99
41	Crossconnects, per line - (CESAR / LEX)	$36.94	$22.71	$116.28	$73.11	$3.88	$3.83	$53.98	$29.99
42	Crossconnects, per line - (MECHANIZED)	$0.17	$0.17	$116.28	$73.11	$0.00	$0.00	$53.98	$29.99
43	**NON Central Office Originating**								
44	Crossconnects, per line - (MANUAL / FAX)	$66.37	$52.53	$111.75	$54.23	$3.88	$3.83	$38.99	$16.92
45	Crossconnects, per line - (CESAR / LEX)	$36.94	$22.71	$111.75	$54.23	$3.88	$3.83	$38.99	$16.92
46	Crossconnects, per line - (MECHANIZED)	$0.17	$0.17	$111.75	$54.23	$0.00	$0.00	$38.99	$16.92
47	**ISDN (BRI)**								
48	**Central Office Originating**								
49	Crossconnects, per line - Initial (MANUAL / FAX)	$66.37	$52.53	$66.39	$42.45	$3.88	$3.83	$33.65	$19.13
50	Crossconnects, per line - Initial (CESAR / LEX)	$36.94	$22.71	$66.39	$42.45	$3.88	$3.83	$33.65	$19.13
51	Crossconnects, per line - Initial (MECHANIZED)	$0.17	$0.17	$66.39	$42.45	$0.00	$0.00	$33.65	$19.13
52	**4-Wire DS1**								
53	**Central Office Originating**								
54	Crossconnects, per line - (MANUAL / FAX)	$76.56	$50.67	$144.99	$65.92	$5.96	$2.55	$91.29	$35.85
55	Crossconnects, per line - (CESAR / LEX)	$49.10	$23.42	$144.99	$65.92	$5.96	$2.55	$91.29	$35.85
56	Crossconnects, per line - (MECHANIZED)	$0.34	$0.34	$144.99	$65.92	$0.00	$0.00	$91.29	$35.85
57	**4-Wire DS3**								
58	**Central Office Originating**								
59	Crossconnects, per line - (MANUAL / FAX)	$76.56	$50.67	$155.04	$86.65	$5.96	$2.55	$99.26	$52.53
60	Crossconnects, per line - (CESAR / LEX)	$49.10	$23.42	$155.04	$86.65	$5.96	$2.55	$99.26	$52.53
61	Crossconnects, per line - (MECHANIZED)	$0.34	$0.34	$155.04	$86.65	$0.00	$0.00	$99.26	$52.53

APPENDIX:

RECIPROCAL COMPENSATION

APPENDIX RECIPROCAL COMPENSATION

INTRODUCTION

The following terms and conditions of this Appendix Reciprocal Compensation are subject to the Order(s) of the Commission in Docket No. 00-02-005. Such Order(s) will be deemed incorporated into this Appendix upon their effective dates, including any true-up specifically ordered by the Commission or any other entity of competent jurisdiction.

The Parties acknowledge that they entered into an "Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms" dated June 11, 2001 (hereafter the "Reciprocal Compensation Amendment"). The Parties also acknowledge and agree that the Reciprocal Compensation Amendment (a copy of which is attached to this Agreement) is intended, during its term (February 1, 2001 through May 31, 2004, unless otherwise agreed to by the Parties), to supplement and supersede, as applicable, certain terms and conditions of this Appendix Reciprocal Compensation. The Parties agree that, during the term of the Reciprocal Compensation Amendment, any inconsistencies between the Reciprocal Compensation Amendment and this Appendix Reciprocal Compensation will be governed by the provisions of the Reciprocal Compensation Amendment.

1. SCOPE OF TRAFFIC

1.1 For purposes of compensation under this Agreement, the traffic traded between MCIm and PACIFIC will be classified as either Local Traffic, Transit Traffic, IntraLATA toll Traffic, or interLATA toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of Telecommunications Services to its Customers.

1.2 Internet traffic is subject to local reciprocal compensation under the terms of this Agreement.

1.3 PACIFIC shall deliver all traffic destined to terminate at MCIm's End Office in accordance with the serving arrangements defined in the Common Language Location Identifier code, except PACIFIC will not deliver calls destined to MCIm End Office(s) via another LEC's or MCIm's tandem.

1.4 PACIFIC shall terminate traffic from third-party LECs, MCIms, or Wireless Service Providers delivered to PACIFIC's network through MCIm's switch utilizing tandem functions as described in 4.1 herein. Prior to the routing of such traffic for the first time, the Parties agree to negotiate the issues of network capacity and forecasting caused by such termination. Thereafter, the Parties will agree to mutually review network capacity and forecasting caused by such

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termination. The Parties shall conduct such negotiations in good faith and shall not unreasonably withhold consent to the routing of such traffic.

1.5 PACIFIC shall complete traffic delivered from MCIm destined to third-party LECs, MCIms or WSPs in the LATA, when these third parties subtend PACIFIC's tandem(s). PACIFIC shall have no responsibility to ensure that any third-party LEC, MCIm or WSP will accept such traffic.

2. RESPONSIBILITIES OF THE PARTIES

2.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the originating Calling Party Number ("CPN").

2.3 If the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use ("MOU") of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as Switched Access.

2.4 For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation shall be charged by the Party originating the call, rather than the Party terminating the call. This includes originating charges as well as a Basic Toll Free Access Query charge as specified in Appendix PRICING or MCIm's local exchange tariff.

2.5 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party.

2.6 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

3. RECIPROCAL COMPENSATION FOR TERMINATION OF LOCAL TRAFFIC

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The Compensation set forth below will apply to all Local Calls as defined in Appendix Definitions.

3.1 Applicability of Rates

3.1.1 The rates, terms and conditions in this Section 3 apply only to the termination of Local Calls, unless otherwise noted in this Appendix.

3.1.2 Rate Elements—See Appendix Pricing

4. RECIPROCAL COMPENSATION FOR TRANSIT TRAFFIC

4.1 Transit Traffic allows one Party to send traffic to a third party network through the other Party's switch that utilizes tandem functions as defined in Appendix Definitions. A Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's switch that utilizes tandem functions as described in Appendix Definitions. The sending party will be billed the transit traffic rate element by the transiting party even though the traffic is not originated by the sending party unless otherwise specified.

The Transit Ratefor local traffic shall be equal to the Tandem Switching rate plus the Common Transport Fixed rate element based on OANAD prices, to be specified in Appendix PRICING.

4.2 When MCIm uses a PACIFIC access tandem to transit a toll call to another LEC end office, and that LEC is a member of the California Toll Pool, ("Pooling LEC"), PACIFIC will bill, and MCIm will pay, PACIFIC's local switching and proportionate local transport rates in addition to the transit rate above. PACIFIC will remit such revenues to the California Toll Pool. When a Pooling LEC originates a toll call that terminates to a MCIm's NXX, MCIm will bill and PACIFIC will pay, MCIm's local switching and local transport rates as if the call originated from a PACIFIC end office. PACIFIC will provide updates to the MCIm regarding the Pooling entities.

4.3 If either Party receives a call through the other Party's Access Tandem that originates from another LEC, MCIm or Wireless Service Provider, the Party receiving the transited call will not charge the other Party any rate element for this call regardless of whether the call is local or toll. The Parties will establish appropriate billing relationships directly with the Wireless Service Provider, other MCIm or LEC with the exception of the independent pooling LECs as the same may be agreed to by the Parties from time to time.

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4.4 In the event one Party originates traffic that transits the second Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses.

5 RECIPROCAL COMPENSATION FOR TERMINATION OF INTRALATA TOLL TRAFFIC

For intrastate intraLATA toll service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service ("MTS") and originating access rates for 800 Service and Toll-Free Service as set forth in each Party's Intrastate Access Service Tariff. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service ("MTS") and originating access rates for 800 Service and Toll-Free Service as set forth in each Party's Interstate Access Service Tariff. The rates charged under this section by MCIm to PACIFIC shall be no greater than the rates contained in PACIFIC's Switched Access tariff.

6. COMPENSATION FOR ORIGINATION AND TERMINATION OF SWITCHED ACCESS SERVICE TRAFFIC TO OR FROM AN IXC (MEET-POINT BILLING ("MPB") ARRANGEMENTS

6.1 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXCs via PACIFIC's Access Tandem switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to, the Ordering and Billing Forum's MECOD and MECAB documents.

6.2 For interstate and intrastate traffic, the Parties will charge IXCs according to access rates as set forth in each Party's own applicable tariffs.

6.3 Billing to IXCs for the Switched Access Services jointly provided by the Parties via Meet-Point Billing arrangement shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purpose of this Agreement, MCIm is the Initial Billing Company ("IBC") and PACIFIC is the Subsequent Billing Company ("SBC"). The actual rate values for each element shall be the rates contained in that Party's own applicable access

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tariffs. Parties will work cooperatively to transition from current MPB arrangements to new MPB arrangements.

6.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

6.5 As detailed in the MECAB document and in this Agreement, the Parties will, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably, and promptly bill IXCs for Switched Access Services traffic jointly provided by the Parties via the Meet Point Arrangement. The exchange of records to accommodate Meet Point Billing will be on a reciprocal, no charge basis. Information shall be exchanged in Exchange Message Interface ("EMI") format, on cartridge or via a mutually acceptable electronic file transfer method.

6.6 Meet-Point Billing shall also apply to all jointly provided MOU traffic bearing the 800-like Toll Free Service NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC. When PACIFIC performs 800-like Toll Free Service database queries, PACIFIC will charge the 800-like Toll Free Service provider for the database query in accordance with standard industry practices and applicable tariffs.

6.7 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.8 Errors may be discovered by MCIm, the IXC or PACIFIC. Both PACIFIC and MCIm agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery.

6.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate and/or intrastate call or based upon at least three (3), but no more than twelve (12) months of prior usage data, if available.

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6.10 Pacific Bell will provide MCIm with a one-time list of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at the Pacific Access Tandem in order to comply with the Meet Point Billing Notification process as outlined in the MECAB document.

6.11 Initially, Pacific Bell shall provide to MCIm the Switched Access Detail Usage Data (category 1101XX records) on cartridge, on a weekly basis, within ten (10) days of the recording date. Subsequently, at a mutually agreed upon time frame, Pacific Bell shall provide MCIm the Switched Access Detail Usage Data (category 1101XX records) via electronic data transfer, e.g. Network Data Mover (NDM), on a daily basis, within ten (10) days of the recording date.

6.12 Initially, MCIm shall provide to PACIFIC the Switched Access Summary Usage Data (category 1150XX records) on cartridge, on a monthly basis, within ten (10) days of the last day of the billing period. Subsequently, at a mutually agreed upon time frame, MCIm shall provide PACIFIC the Switched Access Summary Usage Data (category 1150XX records) via electronic data transfer, e.g. Network Data Mover (NDM), on a monthly basis, within ten (10) days of the last day of the billing period.

6.13 When PACIFIC records PACIFIC intraLATA 800 usage on behalf of MCIm, PACIFIC will send MCIm the Switched Access Detail Usage Data (category 1101XX records) in addition to the other Switched Access Detail Usage Data (category 1101XX records).

6.14 If Switched Access Detail Usage Data is not submitted by PACIFIC in a timely fashion, both Companies will cooperatively work together to estimate the billing to the IXCs in accordance with the MCIm Access Tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, PACIFIC shall be liable to MCIm for the amount of lost revenue.

6.15 If Switched Access Summary Usage Data is not submitted by MCIm in a timely fashion, both Companies will cooperatively work together to estimate the billing to the IXCs in accordance with the PACIFIC Access Tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay

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the bills, as a last order of recourse, MCIm shall be liable to PACIFIC for the amount of lost revenue.

6.16 The following rate elements will be billed at each Party's respective access tariffs rates.

Interstate Access - Terminating to or originating from MCIm Customers

Rate Element	**Company**
Carrier Common Line	MCIm
Local Switching	MCIm
Interconnection Charge	MCIm
Common Trunk Port (if applicable) (note added due to access reform rate structure)	MCIm
Tandem Transport Fixed	50% Pacific Bell and 50% MCIm
Tandem Transport Variable percentage	Based on negotiated billing (BIP)*
Tandem Switching	Pacific Bell
Common MUX (if applicable) note added due to access reform rate structure)	Pacific Bell
Entrance Facility	Pacific Bell
Dedicated Tandem Transport (note added due to access reform rate structure)	Pacific Bell
800 Database Query	Pacific Bell

Intrastate Access - Terminating to or originating from MCIm Customers

Rate Element	**Company**
Carrier Common Line (if applicable)	MCIm
Local Switching (Call Set Up and Duration)	MCIm
(Network) Interconnection Charge	MCIm
Common Trunk Port (if applicable) (note added if access reform rate structure adopted on the intrastate side)	MCIm
Tandem Transport Fixed	50% Pacific Bell and 50% MCIm
Tandem Transport Variable percentage	Based on negotiated billing (BIP)*
Tandem Switching	Pacific Bell
Common MUX (if applicable)(note added if access reform rate structure adopted on the intrastate side)	Pacific Bell

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Entrance Facility	Pacific Bell
Dedicated Tandem Transport (note added if access reform rate structure adopted on intrastate side)	Pacific Bell
800 Database Query	Pacific Bell

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by each Company and entered into NECA FCC Tariff No. 4 and not attached to this Agreement.

7. RESERVATION OF RIGHTS

In entering into this Agreement, the Parties reserve all appellate rights with respect to the rates, terms and conditions provided for herein and do not waive any legal arguments by executing this Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996), (e.g., Section 51.501, *et seq.*), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 1999 WL 24568 (U.S.), ("such Actions"), the Parties shall, upon written request of either Party, immediately incorporate such modifications into this Agreement as a result of such Actions.

8. INCORPORATION BY REFERENCE

This Agreement, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in other appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

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APPENDIX:

RESALE

TABLE OF CONTENTS

1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE 3

2. GENERAL TERMS AND CONDITIONS FOR RESALE 3

3. PRICING 5

4. RESALE RESTRICTIONS 5

5. DIALING AND SERVICE PARITY, NUMBER RETENTION 7

6. CHANGES IN RETAIL SERVICE 7

7. REQUIREMENTS FOR SPECIFIC SERVICES 8

8. SUPPORT FUNCTIONS FOR RESOLD SERVICES 11

9. SERVICE FUNCTIONS 15

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RESALE

1.0 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

1.1 This Attachment describes several services that PACIFIC shall make available to MCIm for resale pursuant to this Agreement. All services or offerings of PACIFIC which are to be offered for resale pursuant to the Act are subject to the terms herein. The services available for resale are listed in Appendix Pricing. PACIFIC will offer for resale at wholesale rates any telecommunications service that PACIFIC provides at retail to subscribers who are not telecommunications carriers, some of which are available at rates listed in the pricing appendix.

1.2 At the request of MCIm, and pursuant to the requirements of the Act, PACIFIC will make available to MCIm any Telecommunications Service required by the Act and implementing regulations to be offered for resale that PACIFIC currently provides as set forth in Appendix Pricing or may offer hereafter. PACIFIC shall also provide support functions and service functions, as set forth in Sections 4 and 5 of this Appendix and Appendix OSS. The Telecommunications Services provided by PACIFIC for resale, and the service functions and support functions provided by PACIFIC to MCIm pursuant to this Agreement are collectively referred to as "Local Service."

1.3 PACIFIC shall provide its broadband service offering at the 17% discount adopted by the Commission for all other PACIFIC retail service offerings on an interim basis, until the wholesale avoided cost discount is permanently established.

2.0 GENERAL TERMS AND CONDITIONS FOR RESALE

2.1 Primary Local Exchange Carrier Selection. PACIFIC shall apply the principles set forth in Section 64.1100 of the Federal Communications Commission Rules, 47 C.F.R. Section 64.1100, to the process for customer selection of a primary local exchange carrier. PACIFIC shall not require a written letter of authorization and shall not require a disconnect order from the customer, another carrier, or another entity, in order to process an order for local service for a customer.

2.2 Prior to submitting an order under this Appendix, MCIm shall obtain customer authorization as required by applicable federal and state laws and regulations, and assumes responsibility for its applicable charges as specified in Section 258(b) of the Act. PACIFIC shall abide by the same applicable laws and regulations.

2.3 Only a customer can initiate a challenge to a change in its local service provider. If a customer notifies PACIFIC or MCIm that the customer requests local exchange service, the Party receiving such request shall be free to provide service

to such customer, except in those instances, where available, the customer's account is local PIC protected (e.g., Customer Choice Protection). It is the responsibility of the customer to provide authorization in an FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

2.4 PACIFIC shall be free to connect a customer to any MCIm based upon that MCIm's request and statement that proper customer authorization has been obtained. customer PIC freeze will be handled in accordance with Section 2.3 of this Agreement. MCIm shall make any such authorization it has obtained available to PACIFIC upon request and at no charge. MCIm shall maintain records of such authorization consistent with all current and future Federal Communication Commission (FCC) Orders and all applicable state rules and CFR 47, Section 64.1100 (a).

2.5 When a customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the Customer 's direction or the direction of the customer's authorized agent. Further, when a customer abandons its premise, PACIFIC is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

2.6 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If PACIFIC, on behalf of MCIm, agrees to investigate an alleged incidence of slamming, PACIFIC shall charge MCIm an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee. This fee shall not be charged if PACIFIC is guilty of slamming.

2.7 Should PACIFIC receive an order from MCIm for services under this Appendix, and PACIFIC is currently providing the same services to another local service provider for the same customer, MCIm agrees that PACIFIC will notify the local service provider from whom the customer is being converted of MCIm's order coincident with or following processing MCIm's order via final bill. It shall then be the responsibility of the former local service provider of record and MCIm to resolve any issues related to the customer. This Section 2.7 shall not apply to new or additional lines and services purchased by the customer from multiple CLECs or from PACIFIC.

2.8 MCIm is solely responsible for the payment of all charges for all services furnished under this Appendix authorized by customer and ordered by MCIm, including but not limited to, calls originated or accepted at MCIm's location and its customer service locations; provided, however, MCIm shall not be responsible

for payment of charges for any retail services furnished by PACIFIC directly to customers and billed by PACIFIC directly to customers.

2.9 PACIFIC shall not be responsible for the manner in which MCIm bills its customers. All applicable rates and charges for services provided to under this Appendix will be billed directly to MCIm and shall be the responsibility of MCIm regardless of MCIm's ability to collect from its customers; provided, however, that MCIm shall not be responsible for payment of charges for any retail services furnished by PACIFIC directly to customers and billed by PACIFIC directly to customers.

3.0 PRICING

3.1 The wholesale discount is reflected in the Appendix Pricing of this Agreement.

*3.2 All Telecommunications Services, including promotions (greater than 90 days), shall be available to MCIm at wholesale rates as specified in Appendix Pricing, and shall be no less favorable than the wholesale rates made available by PACIFIC to similarly situated CLECs; Provided, however, pursuant to Section 252 of the Act, implementing regulations and any court decisions applicable thereto, PACIFIC shall make available to MCIm for resale, without unreasonable delay, any local service which PACIFIC offers to any other CLEC for resale contained in any agreement to which PACIFIC is a party that has been filed and approved by the Commission.

3.3 PACIFIC will offer to MCIm a discount rate on applicable retail residential services as detailed in the Merger Conditions Order, Section XV (c).

4.0 RESALE RESTRICTIONS

4.1 To the extent consistent with applicable rules and regulations of the FCC and the California CPUC, including, without limitation, Decision 96-03-020 of the California CPUC, MCIm may resell local services to provide Telecommunications Services. PACIFIC will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that PACIFIC has grandfathered or grandfathers in the future may only be resold to customers already subscribing to the same grandfathered services.

4.2 PACIFIC shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services

outlined in accordance with state specific commission requirements. PACIFIC retail promotions of 90 days or less are not available to MCIm for resale.

4.3 Intentionally Omitted.

4.4 MCIm shall only resale services to the same category of customer to whom PACIFIC offers such services (for example, residence service shall not be resold to business customers).

4.5 MCIm shall not use a resold service to avoid the rates, terms and conditions of PACIFIC's corresponding retail tariff.

4.6 MCIm shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that MCIm may permit its customers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

*4.7 A Federal customer Common Line charge and any other appropriate FCC and CPUC approved charges, as set forth in the appropriate PACIFIC federal and applicable state tariff(s) will apply to each local exchange line furnished to MCIm under this Appendix for resale.

4.8 To the extent allowable by law, MCIm shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to MCIm for resale. MCIm shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing.

4.9 PACIFIC shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. MCIm shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to customers at retail by PACIFIC as the incumbent local exchange carrier.

4.10 PACIFIC's services are not available at wholesale rates to MCIm for its own use or for the use of any of MCIm's affiliates and/or subsidiaries or the use of MCIm's parent or any affiliate and/or subsidiary of MCIm's parent company, if any.

5.0 DIALING AND SERVICE PARITY, NUMBER RETENTION

5.1 Unless technically infeasible, for resold service, PACIFIC shall ensure that all MCIm customers experience the same dialing parity as similarly-situated PACIFIC customers, such that, for all call types: (i) an MCIm customer is not required to dial any greater number of digits than a similarly-situated PACIFIC customer (ii) the MCIm customer may retain its local telephone number with no loss of switch features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an MCIm customer is at least equal in quality to that experienced by a similarly-situated PACIFIC customer. This subsection shall also apply to the local portion of 1+ intraLATA and interLATA calls.

5.2 For resold services, PACIFIC shall ensure that all MCIm customer experience the same service levels as similarly situated PACIFIC, and that there is no loss of switch features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat rate services; same extended local free calling area; The local portion of 1+ IntraLATA toll calling, InterLATA toll calling and international calling; 500, 700, 800, 900, 976 and Dial Around (1010xxx) Services; and restricted collect and third number billing.

6.0 CHANGES IN RETAIL SERVICE

6.1 PACIFIC will notify MCIm of any changes in the terms and conditions under which it offers telecommunications services for resale as described in Section 1.1 of this Appendix Resale including, but not limited to, the introduction of any new or discontinuance of any features, functions, services or promotions or the discontinuance of current features or services in accordance with normal state tariff filing timelines. If any changes to the terms and conditions under which PACIFIC offers resale do not involve a tariff change, PACIFIC will notify MCIm of these changes 60 days in advance of the change.

6.2 The rights, obligations, and duties set forth in this Attachment are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

7.0 REQUIREMENTS FOR SPECIFIC SERVICES

7.1 Centrex Requirements.

7.1.1 Pursuant to D.00-07-019, All features and functions of CENTREX Service, where deployed, whether offered under tariff or otherwise, shall

be available to MCIm for resale, without any geographic restrictions other than those which may be imposed by applicable orders of the FCC or the California PUC.

7.1.2 PACIFIC shall provide to MCIm a list of all CENTREX features and functions offered by PACIFIC.

7.1.3 All service levels and features of CENTREX Service provided by PACIFIC for resale by MCIm shall be at parity to those provided to PACIFIC's End-User.

7.1.4 Pursuant to D.00-07-019, MCIm may aggregate the Centrex local exchange and IntraLATA traffic usage of MCIm's customers to qualify for all volume discounts offered by PACIFIC to its customers on the basis of such aggregated usage. All such volume discounts shall be in addition to the wholesale discounts set forth in Appendix Pricing and shall be made available by PACIFIC to MCIm without any geographic limitations. MCIm may also aggregate multiple MCIm Customers within a single Centrex system to the extent provided.

*7.1.5 In a Centrex arrangement, MCIm may aggregate multiple MCIm customers on dedicated access facilities. MCIm may order that PACIFIC suppress the need for MCIm customers to dial "9" when placing calls outside the Centrex system. Where this function is deployed, if ordered by MCIm, PACIFIC will suppress the need for MCIm customers to dial "9" when placing calls outside the Centrex System. No restrictions, outside of tariff restrictions, will apply to Centrex Services when resold under this appendix.

7.1.6 MCIm may utilize Automatic Route Selection ("ARS") or Flexible Route Selection (FRS) capabilities, where available.

7.2 CLASS and Custom Features Requirements. Where deployed, and at MCIm's option, MCIm may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed and PACIFIC has the software license to use, on a customer - specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

7.3 MCIm may only resell special needs services as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent MCIm resells services that require certification on the part of the customer, MCIm

shall ensure that the customer has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

*7.3.1 Intentionally Omitted.

7.3.1.1 PACIFIC LifeLine and Link-Up services are not available for resale.

7.3.1.2 When a customer is currently receiving PACIFIC LifeLine or Link-Up service, the existing Customer Service Record (CSR) will carry the appropriate service indicator. MCIm may view this indicator on the CSR.

7.3.1.3 MCIm may obtain LifeLine or Link-Up indicator data from PACIFIC existing retail CSR for the customer for the sole purpose of enabling MCIm to determine whether the customer may be eligible for any similar program(s) MCIm may offer.

7.3.1.4 MCIm is exclusively responsible for all aspects of any similar MCIm-offered program, including ensuring that any similar MCIm-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary customer certifications and re-certifications, submitting written designation that any of MCIm's customer or applicants are eligible to participate in such programs, submitting claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

7.3.1.5 If no PACIFIC LifeLine and/or Link-Up indicator is present on the CSR for the customer's current retail account, such customer is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by PACIFIC.

7.4 Intercept and Transfer Services. PACIFIC shall provide intercept and transfer services to MCIm for MCIm customers on the same basis as such services are available to similarly situated PACIFIC customers.

7.5 E911/911 Services. For Resale Services, PACIFIC shall provide access to E911/911 services in the same manner it provides such access to PACIFIC's own retail Customers, at no additional charge beyond the price of the Resale Service. This access shall include E911/911 call routing to the appropriate PSAP. PACIFIC shall provide and validate MCIm customer information to the PSAP, and shall accept and respond to all calls from PSAPs concerning E911 service for MCIm customers. PACIFIC shall use its service order process to update and maintain, on the same

schedule that it uses for its Customers, the MCIm customer service information in the ALI/DMS used to support E911 services. PACIFIC shall be responsible for detecting and correcting any errors in the ALI/DMS database and any discrepancies between that database and the MSAG.

7.6 Should any MCIm customer assert any claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any third Party, and such provisions are incorporated herein for all purposes as thought set forth herein.

7.7 Where available, PACIFIC will afford MCIm's customers the ability to make 911 calls. MCIm shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges.

7.8 Where technically feasible and/or available, the Parties will begin developing a direct-dial method for customers to confirm their local exchange carrier selection. The agreed-upon method will allow MCIm and PACIFIC customers to dial the same digits to confirm that their calls are being carried by their chosen local service provider. The method may, for example, function similarly to the "700" number used nationally to confirm presubscribed interexchange carrier selections. It must not foreclose migration to a nationwide confirmation method if one is developed. If the Parties cannot agree to a new method within sixty (60) days after MCIm's written request, either Party may invoke the Dispute Resolution Process set forth in Attachment General Terms and Conditions of this Agreement.

7.9 Traffic Alert Referral Service for 1+ Calls.

7.9.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with MCIm's resold lines. On no less than thirty (30) calendar days written notice, MCIm may order PACIFIC's TARS. In providing TARS to MCIm, PACIFIC notifies MCIm of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to MCIm information on all 1+ alerts. PACIFIC will use electronic mail to provide such information and advises MCIm that such information will only be available via electronic mail at the present time. It is the responsibility of MCIm to provide PACIFIC with the correct e-mail address. PACIFIC will provide this Information to MCIm on a per-alert basis and will charge MCIm on a per-alert basis. PACIFIC grants to MCIm a non-exclusive right

to use the information provided by PACIFIC. MCIm will not permit anyone but its duly authorized employees or agents to inspect or use this information. The recurring usage rate applicable to TARS is set forth in Appendix Pricing.

8.0 SUPPORT FUNCTIONS FOR RESOLD SERVICES

8.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.

8.2 Customized Routing to Operator Services. Intentionally omitted.

8.3 Operator Services OS/DA calls which, at MCIm's option, are routed to PACIFIC will meet the following requirements:

8.3.1 PACIFIC will provide Operator Services OS/DA to MCIm which meet or exceed the Performance Measurements which PACIFIC provides to itself and its own End-Users.

8.4 BRANDING

8.4.1 Except where otherwise required by law, MCIm shall not, without PACIFIC prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of PACIFIC or its Affiliates, nor shall MCIm state or imply that there is any joint business association or similar arrangement with PACIFIC in the provision of Telecommunications Services to MCIm's customers.

8.4.2 Where technically feasible and/or available, PACIFIC will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:

8.4.2.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

8.4.2.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

8.4.2.3 Where PACIFIC provides MCIm OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, separate brands will be required.

8.4.2.4 MCIm agrees and warrants that it will provide to PACIFIC a branding configuration.

*8.4.3 Call Branding

8.4.3.1 PACIFIC will brand OS/DA based upon the information provided by MCIm and as outlined below:

8.4.3.2 Intentionally Omitted.

8.4.3.3 MCIm will provide recorded announcement(s) to be used to brand MCIm's OS/DA calls in accordance with the process outlined in the OSQ.

8.4.3.4 Intentionally Omitted.

*8.4.4 Branding Load Charges:

8.4.4.1 Intentionally Omitted.

8.4.4.2 An initial non-recurring charge applies per brand, per Operator assistance switch for the establishment of MCIm specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to branding announcement. This charge is set forth in Appendix Pricing under the "OTHER" category.

*8.5 OS/DA RATE/REFERENCE INFORMATION

8.5.1 PACIFIC shall respond to rate requests from MCIm customers, at MCIm's option, either by providing the Rate/Reference service described below or by providing a warm line transfer of the to MCIm. MCIm will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

8.5.2 MCIm will inform PACIFIC, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the

effective Rate/Reference change date. MCIm acknowledges that it is responsible to provide PACIFIC updated Rate/Reference Information fourteen calendar days in advance of when the Rate/Reference Information is to become effective.

8.5.3 An initial non-recurring charge will apply per Operator assistance switch for loading of MCIm's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per Operator assistance switch for each subsequent change to either MCIm's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing.

8.5.4 When a PACIFIC Operator receives a rate request from a MCIm customer, where technically feasible and available, PACIFIC will quote the applicable OS/DA rates as provided by the MCIm.

8.5.5 In the interim, when a Operator receives a rate request from a MCIm customer, PACIFIC will transfer the MCIm customer to a customer care number specified by the MCIm on the OSQ. When PACIFIC has the capability to quote specific MCIm rates and reference information, the Parties agree that the transfer option will be eliminated.

8.6 Directory Assistance (DA).

8.6.1 PACIFIC will include the MCIm's customer's listing in its Directory Assistance database as part of the service order process. PACIFIC will honor MCIm customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as MCIm requested in the PACIFIC database which is used to perform Directory Assistance functions. PACIFIC shall permit MCIm customers the option of having a non-listed telephone number; this option will be provided at the same price PACIFIC charges its customer for the same option. Performance Measurements associated with this service are set forth in Attachment Performance Measurements and are incorporated by this reference. PACIFIC will provide Directory Assistance service to MCIm that equals the Directory Assistance Service PACIFIC provides to itself and its own customers.

8.7 PACIFIC will provide the full range of Operator Services at the rates set forth in Appendix: Pricing, including, but not limited to, collect, person-to-person, station

to station, bill to third party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.

8.8 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's customer to the repair number supplied by the appropriate Party.

8.9 When MCIm customized routes Operator Services and Directory Assistance to an alternate operator service provider, Busy Line Verification and Emergency Line Interrupt shall be implemented. Until such time that an electronic interface is made available by PACIFIC to access PACIFIC data base for Operator Services, if MCIm has purchased the resale line without PACIFIC Operator Services, PACIFIC will offer Operator-to-Operator BLV/BLVI to MCIm on a non-discriminatory basis, in accordance with LERG instructions. PACIFIC requires that a reciprocal BLV/BLVI network be established between PACIFIC and MCIm's operator service provider.

8.10 Access to the Line Information Database shall update and maintain MCIm customer information, as received by MCIm, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it maintains information in LIDB for PACIFIC's customer

8.11 Telephone Line Number Calling Cards. MCIm may choose to enable a MCIm calling card based upon the telephone number of a resold line. The use of such a calling card will depend upon the use of PACIFIC's LIDB. To enable such a calling card, MCIm shall provide (on the order for the resale line), a four digit numerical pin number which will be used by the customer in the use of the MCIm calling card. PACIFIC will provide billing usage data via the established mechanisms.

8.12 End Office Features. PACIFIC shall provide for resale the same end-office switch features that are available to PACIFIC's End-Users, including, but not limited to CLASS features, Custom Features, and AIN features.

8.13 Call Blocking. If MCIm does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges, except that MCIm shall not be required to pay for call blocking for its residential customers. It is the responsibility of MCIm to order the appropriate toll restriction or blocking on lines resold to Customers. MCIm acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. MCIm acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available.

8.14 Law Enforcement and Service Annoyance. PACIFIC and MCIm will develop procedures to handle requests from law enforcement agencies for service termination, wire taps and provisions of customer usage data pursuant to a lawful process as well as procedures to handle MCIm customer complaints concerning harassing or annoying calls. Such procedures will include, but not be limited to, a process for MCIm to interface with PACIFIC regarding law enforcement and service annoyance issues on a 24 hour per day, 7 days a week basis. Notwithstanding the above, MCIm shall not be relieved of its obligations in respect of requests from law enforcement agencies during the time the Parties are developing procedures referenced in this paragraph.

8.15 Payphone Services. Intentionally Omitted by mutual agreement of the Parties.

9.0 SERVICE FUNCTIONS

PACIFIC shall allow MCIm to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. PACIFIC shall provide interface specifications for electronic access for these functions pursuant to Appendix OSS.

9.1 Work Order Processes. PACIFIC shall ensure that all work order processes used to provision local service to MCIm for resale meet the service parity requirements set forth in this Agreement or its Attachments.

9.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in Attachment OSS.

9.2 Point of Contact for the MCIm customer. Except as otherwise provided in this Agreement, MCIm shall be the single and sole point of contact for all MCIm customer.

9.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.

9.4 The Parties ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that party's services or products, and (2) do not in any way disparage or discriminate against each other or that party's products and services, and (3) not solicit each others services during such inquiries.

9.5 Single Point of Contact. Each Party shall provide the other Party with a single point of contact ("SPOC") for all inquiries regarding the implementation of this

Attachment. Each Party shall accept all inquiries from the other Party and provide timely responses.

9.6 Maintenance. Maintenance will be provided by PACIFIC in accordance with the service parity requirements and measurements as set forth in Appendix OSS.

9.7 *Repair:

9.7.1 PACIFIC will make available to MCIm an optional service, Repair Transfer Service ("RTS"). In the event a MCIm customer dials 611 (811-8081 for Priority Business customers) for repair, PACIFIC will provide a recorded announcement of MCIm's name and number and PACIFIC will automatically transfer the caller to MCIm's designated 800/888 number for repair service. MCIm must provide written notification to PACIFIC at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include MCIm's name and 800/888 numbers for RTS to the MCIm repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in Appendix Pricing in the "Other (RESALE)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

9.8 Provision of Customer Usage Data. PACIFIC shall provide the customer usage data recorded by PACIFIC. Such data shall include MCIm customer usage data for local service, including both local and intraLATA toll service (e.g., call detail for usage-sensitive features). PACIFIC will provide MCIm with detailed billing information necessary for MCIm to issue bill(s) to its customer(s) MCIm has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

9.8.1 Billing For Local Service. PACIFIC shall bill MCIm for local service provided by PACIFIC to MCIm pursuant to the terms of this Agreement, and in accordance with the terms and conditions in Appendix OSS. PACIFIC shall recognize MCIm as the customer of record for all local service and will send all notices, bills and other pertinent information directly to MCIm unless MCIm specifically requests otherwise.

9.9 Intentionally Omitted.

9.10 Advanced Intelligent Network. Where technically feasible and available, the Parties agree that the terms and conditions herein pertain to the resale of SBC 13 STATE tariffed retail services which utilize AIN features and functions as they become available in California.

9.11 Conversion Related Charges. When a customer converts existing service to MCIm's resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "Other (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.

9.12 When a customer(s) subscribes to MCIm resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

9.13 When MCIm converts a customer(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. MCIm will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."

9.14 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the customer on network, without regard to the identity of that customer's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

9.15 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same customer premises to which a residential line is currently provided on PACIFIC's network, without regard to the identity of that customer's non-facilities based local service provider of record.

APPENDIX:

ROW

RIGHTS OF WAY, CONDUITS & POLE ATTACHMENTS

Table of Contents

1. INTRODUCTION 3

2. DEFINITIONS 3

3. GENERAL REQUIREMENTS 3

4. REQUESTS FOR SPACE 5

5. REQUESTS FOR DRAWINGS 5

6. REQUESTS FOR INFORMATION 5

7. MAKE READY WORK 6

8. POLE ATTACHMENTS 6

9. CONDUITS 7

10. INNERDUCTS 7

11. ACCESS TO PRIVATE EASEMENTS 8

12. DISPUTE RESOLUTION 8

13. MODIFICATIONS OF EXISTING SUPPORT STRUCTURES 8

14. REARRANGMENT OR REPLACMENT OF ATTACHMENT 9

15. INCORPORATION BY REFERENCE 9

EXHIBIT A

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Rights of Way (ROW), Conduits & Pole Attachments

1. INTRODUCTION

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

2. DEFINITIONS

2.1. A Right of Way (ROW) is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.

2.2. A conduit is a tube or similar enclosure that may be used to house communication or communication-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more innerducts. An innerduct is a separate tube or enclosure within a conduit.

2.3. A pole attachment is the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

2.4. Pole Attachments Act is 47 U.S.C. Section 224.

3. GENERAL REQUIREMENTS

3.1. PACIFIC shall make ROW, conduit and pole attachments available to MCIm through agreements and prices consistent with the Pole Attachments Act, applicable regulations of the Commission, any other applicable laws, and this Appendix ROW.

3.2. PACIFIC shall provide MCIm with non-discriminatory and competitively neutral access, on a first-come, first-served basis, to ROW, conduit, ducts, pole attachments and entrance facilities that PACIFIC owns or controls.

3.3. Upon request, PACIFIC shall provide MCIm reasonable access on a non-discriminatory and competitively neutral basis to building entrance facilities (including but not limited to cable vault, conduit, equipment rooms and telephone closets) that are owned or controlled by PACIFIC, provided the

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security of PACIFIC's facilities is maintained at all times. For some locations, MCIm personnel must be escorted, and the parties will negotiate a reasonable arrangement, including administrative costs, if any, for such escorted access.

3.4. PACIFIC may not favor itself in granting access to a ROW, conduit or pole attachment. PACIFIC shall not deny a request from MCIm for access to a ROW, conduit or pole attachment on the basis that such space is reserved for PACIFIC's future business needs, except as provided in Sections 3.5 and 3.6.

3.5. PACIFIC may reserve capacity for projects for which plans are in place for actual utilization or construction to begin within 9 months after the date of MCIm's request. If substantial construction activity is not commenced within such 9 month period, PACIFIC must grant access to MCIm, unless the delay is demonstrably attributable to severely inclement weather or the delay of a governmental agency in issuing a needed construction or similar permit. In the event of such delay, PACIFIC shall have an additional period of 9 months to complete construction.

3.6. The duties of PACIFIC described in Sections 3.5 shall be subject to expansion or contraction in accordance with rules adopted by the Commission that constitute regulation of rates, terms and conditions for pole attachments within the meaning of Section 224(c) of the Act.

3.7. PACIFIC may designate one innerduct in a multi-duct conduit (or, one duct, in the case of a multi-duct conduit where large sized copper cables are housed) for maintenance purposes for the benefit of all users of the conduit. No party shall use the maintenance innerduct (or the maintenance duct in the case of conduit housing copper cables) except for maintenance purposes.

3.8. In cases where PACIFIC reasonably believes that there is insufficient capacity to grant a request from MCIm for access to a ROW, conduit or pole attachment, PACIFIC must take all reasonable steps to accommodate MCIm's request and explore potential accommodations in good faith with MCIm.

3.9. In the event of an emergency affecting ROW, conduit or pole attachments made available by PACIFIC to MCIm, PACIFIC shall follow the mutually agreed upon Emergency Restoration Procedures attached hereto as Exhibit A.

3.10. Upon request of MCIm, PACIFIC shall provide to MCIm the names and numbers of the regional Single Points of Contact (SPOC) for administering

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all structure licensing and ROW agreements within each defined geographical area.

3.11. To obtain access to poles, ducts, conduits and rights-of-way as described below, MCIm must execute a separate Structure License Agreement with PACIFIC with terms and conditions consistent with this appendix.

4. REQUESTS FOR SPACE

4.1. Upon being presented with a MCIm's written request for access to PACIFIC's conduits or poles, PACIFIC will accept or reject MCIm's request in writing as soon as possible, but within forty-five (45) days. PACIFIC shall include in such responses a list of the rearrangements or changes required to accommodate MCIm's facilities and an estimate of the time required and the cost to perform MCIm portion of such rearrangements or changes for the benefit of MCIm.

4.2. If PACIFIC denies an application by MCIm for conduit or pole space, its denial must be specific and include all relevant evidence or information supporting the denial.

5. REQUESTS FOR DRAWINGS

5.1. At MCIm's request, PACIFIC shall provide MCIm with detailed engineering records and drawings of conduit, poles and other ROW paths in selected areas as specified by MCIm within a reasonable time frame. PACIFIC shall allow personnel designated by MCIm to examine conduit system or pole line diagrams at PACIFIC's offices, provided that, for security reasons, a signed non-disclosure agreement is maintained and MCIm representative is limited to a specific area within the PACIFIC office or PACIFIC will make copies of such prints for MCIm at MCIm's expense, or a mutually agreed upon third party will be permitted to examine the diagrams.

6. REQUESTS FOR INFORMATION

6.1. MCIm may submit a written request for information to PACIFIC before submitting a request for conduit or pole space in a specified location.

6.2 PACIFIC shall provide information regarding the availability and condition of conduit or pole attachments within ten (10) business days of MCIm's written request for a records based answer and twenty (20) business days of MCIm's request for a field based answer. In the event MCIm's written request seeks information about the availability of more than five (5) miles

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of conduit or more than 500 poles, PACIFIC shall (1) provide an initial response within ten (10) business days; (2) use reasonable best efforts to complete its response within thirty (30) business days; and (3) if PACIFIC is unable to complete its response within thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory longer time period for PACIFIC's response, PACIFIC will hire outside contractors at MCIm's expense, not to exceed PACIFIC's customary charge for the same work, provided that before proceeding with such outside hiring, PACIFIC shall provide to MCIm the contractor's work order and hourly rate.

6.3 MCIm shall have the option to be present at the field based survey and PACIFIC shall provide MCIm at least twenty-four (24) hours notice prior to start of such field survey. By prior arrangement, PACIFIC shall allow MCIm personnel, accompanied by a PACIFIC escort, to enter manholes and view pole structures.

7. MAKE READY WORK

7.1. PACIFIC shall complete the "make ready work" required on poles or within conduit to enable MCIm to install its facilities. This work shall be accomplished by PACIFIC at a reasonable cost within thirty (30) business days, except that if PACIFIC requires longer than thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory longer time period for completion of the make ready work, outside contractors may be hired at MCIm's expense to do the work. In that event, PACIFIC and MCIm shall confer and agree which party shall hire the contractors. If MCIm hires the contractors, they must meet PACIFIC's reasonable standards. If PACIFIC hires the contractors, before proceeding with the work, PACIFIC shall provide to MCIm the contractor's work order and hourly rate, which shall not exceed PACIFIC's customary charge for the same work.

8. POLE ATTACHMENTS

8.1. Pole attachments will be placed in the space on the pole designated for communications use. This space is generally located below electric supply circuits and excludes the neutral space between the electrical and communication space.

8.2. PACIFIC shall not attach, or permit other entities to attach, facilities on existing MCIm facilities without MCIm's prior written consent, except that such consent shall not be required for attachments to facilities such as arms and brackets that are designed for more than one cable.

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8.3. MCIm may, at its option, make pole attachments using MCIm or MCIm-designated personnel. MCIm shall follow the methods and procedures for making pole attachments set forth in California Public Utilities Commission General Order No. 95 and any additional, reasonable industry standards provided to MCIm by PACIFIC.

9. CONDUITS

9.1. To the extent that space is available as reasonably determined by PACIFIC, PACIFIC shall provide MCIm space in manholes for racking and storage of cable and other materials as requested by MCIm on a nondiscriminatory, first-come, first-served basis.

9.2. PACIFIC shall remove any retired cable from its conduit at MCIm's expense within a reasonable period of time if necessary to make conduit space available for MCIm. In the event the retired cable belongs to any entity other than PACIFIC, PACIFIC will remove the cable at PACIFIC expense.

9.3. Upon prior notice to PACIFIC, MCIm may conduct maintenance procedures in conduit space leased from PACIFIC. PACIFIC may dispatch a PACIFIC technician at MCIm's expense to oversee MCIm's work.

9.4. Subject to accepted industry safety and engineering standards, PACIFIC shall not restrict, withhold or unreasonably delay any modifications to conduit systems necessary to allow access to and/or egress from such systems.

9.5. Subject to accepted industry safety and engineering standards, PACIFIC will permit manhole interconnections and breaking out of PACIFIC manholes (core boring) for the benefit of MCIm. PACIFIC may not limit new duct entrances to pre-cast knockouts. For other than pre-cast knockouts, MCIm must obtain certification of a professional structural engineer ensuring that modifications will not adversely impact the structural integrity of the manhole.

10. INNERDUCTS

10.1. PACIFIC will permit MCIm, on a first-come, first-served basis, to license the use of innerducts in ducts in which PACIFIC already occupies as innerduct as long as one spare innerduct for maintenance purposes remains available. If an innerduct licensed by MCIm becomes defective, MCIm may

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use the spare maintenance innerduct as long as MCIm repairs the defective innerduct for use as a new maintenance spare as soon as possible.

10.2 Where spare innerduct does not exist, PACIFIC shall allow MCIm to install innerduct in a spare PACIFIC conduit at MCIm's expense, provided that MCIm complies with applicable law and PACIFIC's construction standards. PACIFIC will reimburse MCIm for the portion of the innerduct installation not utilized by MCIm.

11. ACCESS TO PRIVATE EASEMENTS

11.1 PACIFIC shall not block any third party assignment of ROW to MCIm.

11.2 To the extent space is available, PACIFIC shall provide access to ROWs it has obtained from a third party to MCIm on a nondiscriminatory, first-come, first-served basis, provided that any underlying agreement with such third party permits PACIFIC to provide such access, and provided that MCIm agrees to indemnify PACIFIC for any liability arising out of such access or use.

11.3 PACIFIC may not charge MCIm for access to ROW obtained from third parties if such costs are already included in the base costs of ROW used to compute the annual ROW fee charged to MCIm. If such costs are not included in the base costs (e.g. costs incurred in obtaining exclusive easements for CEV's or huts), PACIFIC's charge shall be a pro rata portion of (a) the charge paid by PACIFIC to the grantor of the easement and (b) any other documented administrative and engineering costs incurred by PACIFIC in obtaining the original easement, both of which shall be determined on a case-by-case basis and calculated by taking into account (i) the size of the area to be used by MCIm and (ii) the number of users of PACIFIC's easement. MCIm shall also pay the reasonable documented administrative cost incurred by PACIFIC in processing such requests for access.

12. DISPUTE RESOLUTION

If the parties are unable to agree on a matter involving access by MCIm to a ROW, conduit, innerducts, pole, entrance facility or private easement owned or controlled by PACIFIC, either party may submit the matter to the dispute resolution process set forth in the General Terms and Conditions Appendix of this Agreement or may invoke applicable dispute resolution procedures described in applicable regulations of the Commission and under the Pole Attachments Act.

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13. MODIFICATIONS OF EXISTING SUPPORT STRUCTURES

PACIFIC must provide written notice to MCIm of any modification to support structures where MCIm has facilities at least sixty (60) days prior to the commencement of the modification. MCIm, at MCIm's option, may participate with PACIFIC and any other entity in adding facilities within such modified structure. The costs of such support structure capacity expansions shall be shared only by all the parties attaching to the utility support structures which are specifically benefiting from the modifications on a proportionate basis corresponding to the share of usable space occupied by each benefiting entity.

14. REARRANGEMENT OR REPLACEMENT OF ATTACHMENT

MCIm shall not be required to bear any of the costs of rearranging or replacing its attachment, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity, including PACIFIC.

15. INCORPORATION BY REFERENCE

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in other appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

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EXHIBIT A
EMERGENCY RESTORAL PROCEDURES

1. General

In the event of an emergency, restoration procedures may be affected by the presence of MCIm facilities in or on PACIFIC structures. While PACIFIC maintains no responsibility for the repair of damaged MCIm facilities except under a special maintenance contract and except due to PACIFIC's negligence, it must nonetheless control access to MCIm structures if restoral of affected facilities is to be achieved in an orderly fashion.

2. Prioritizing

Where PACIFIC and MCIm are involved in emergency restorals, access to PACIFIC's structures will be controlled by PACIFIC's Maintenance District Manager or his/her on-site representative according to the following guidelines:

2.1. Service Disruptions/Outages

2.1.1. While exercising its right to first access, PACIFIC should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

2.1.2. Where simultaneous access is not possible, access will next be granted according to longevity in/on the structure (i.e., first in time, first in right). Where longevity in the structure cannot be ascertained, access will be prioritized on a first come, first served basis.

2.2. Service Affecting

2.2.1. While exercising its right to first access, PACIFIC should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

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2.2.2. Where simultaneous access is not possible, access will next be granted to occupants according to the level of damage to its facilities and the likelihood that damage will result in service disruption. Where likelihood that damage will result is not clearly discernible, access will be granted according to longevity in/on the structure (i.e., first in time, first in right).

2.2.3. Where longevity in the structure cannot be ascertained, access will be prioritized a first come, first served basis.

3. Point of Contact

When an emergency situation arises which necessitates MCIm access to a manhole after PACIFIC's normal business hours, MCIm should call PACIFIC's Interconnection Service Center (ISC). All calls during normal business hours must be directed to the appropriate PACIFIC Single Point of Contact (SPOC). For after-hours calls, PACIFIC's ISC will contact the Maintenance Center responsible for after-hours coverage of the affected area. The maintenance supervisor contacted by the ISC will return MCIm's call and will arrange for access with on-call maintenance field personnel during the emergency condition.

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APPENDIX:

UNE

TABLE OF CONTENTS

1. GENERAL: UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS 3
2. ACCESS TO UNE CONNECTION METHODS 14
3. LOCAL LOOP/LINK 17
4. SWITCHING 27
5. OPERATOR SERVICES AND DIRECTORY ASSISTANCE 36
6. CROSS CONNECTIONS 36
7. PROJECTS & COORDINATED CUT PROJECTS 37
8. NETWORK INTERFACE DEVICE (NID) 37
9. LOOP CONCENTRATOR/MULTIPLEXER 39
10. TRANSPORT 40
11. EXTENDED LOOP COMBINATION 44
12. DARK FIBER 45
13. SIGNALING AND DATABASES 48

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1.0 GENERAL: UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS

*1.1 Consistent with the terms and conditions in this Appendix, the Act and regulations thereunder, PACIFIC shall offer each Unbundled Network Element individually and in existing combination with any other Unbundled Network Element or Unbundled Network Elements in order to permit PACIFIC to combine for MCIm such Unbundled Network Element or Unbundled Network Elements with another Unbundled Network Element or other Unbundled Network Elements obtained from PACIFIC or with network components provided by itself or by third parties to provide Telecommunications Services to its customers. At MCIm's option, PACIFIC will combine Unbundled Network Elements made available by PACIFIC with other contiguous PACIFIC Unbundled Network Elements.

1.2 Consistent with the terms and conditions in this Appendix and the Act and regulations thereunder, PACIFIC will permit MCIm to interconnect MCIm's facilities or facilities provided by MCIm or by third parties with each of PACIFIC's Network Elements at any technically feasible point designated by MCIm.

1.3 If PACIFIC provides to itself, its Customers, subsidiaries, or Affiliates, or to any third party any Unbundled Network Element that is not identified in this Agreement, PACIFIC shall make available the same Unbundled Network Element to MCIm on terms and conditions no less favorable to MCIm than the best terms and conditions provided to PACIFIC, its Customers, subsidiaries or Affiliates, or any third party, at rates that comply with the applicable FCC rules and regulations.

1.3.1 PACIFIC will provide MCIm nondiscriminatory access to Unbundled Network Elements:

(a) at any technically feasible point;

(b) at the rates, terms, and conditions herein and in Appendix Pricing which are just, reasonable, and nondiscriminatory;

(c) in a manner that allows MCIm to provide any telecommunications service that may be offered by means of that element;

(d) in a manner that allows access to the facility or functionality of a network element to be provided separately from access to other elements, and for a separate charge;

(e) with technical information regarding PACIFIC's facilities to enable MCIm to achieve access to elements;

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(f) without limitations, restrictions, or requirements on requests that would impair MCIm's ability to provide a telecommunications service in a manner it intends;

(g) in a manner that allows MCIm to purchase access to an Unbundled Network Element to use such network element to provide exchange access service to itself, in order to provide interexchange services to subscribers;

(h) terms and conditions of access to elements shall be no less favorable than terms and conditions under which PACIFIC provides such elements to itself, its affiliates or subsidiaries.

1.4 MCIm is entitled to exclusive use of an unbundled network facility for a period of time, and to use of an unbundled feature, function, or capability for a period of time.

1.5 PACIFIC shall retain the duty to maintain, repair, or replace Unbundled Network Elements as provided for below.

1.6 Where technically feasible, quality of the UNE and access to the UNE shall be at least equal to what PACIFIC provides itself or any subsidiary, affiliate, or other party.

1.7 This Appendix describes the initial set of Unbundled Network Elements which MCIm and PACIFIC have identified as of the Effective Date of this Agreement:

Loop

Subloop Elements

Network Interface Device

Local Switching

Packet Switching (if available and pursuant to FCC order)

Shared Transport

Dedicated Transport

Signaling Link Transport

Signaling Transfer Points

Access to Service Control Points

Access to Call-Related Databases

DA/OS (to the extent PACIFIC has not accommodated MCIm technologies used for customized routing)

OSS

Tandem Switching

Dark Fiber

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1.8 MCIm and PACIFIC agree that the Unbundled Network Elements identified above are not an all-inclusive list of all possible Unbundled Network Elements.

*1.8.1 MCIm may use one or more Network Elements or Combinations to provide to MCIm Customers any feature, function, capability or service option that such Network Element or Combination is technically capable of providing and that PACIFIC is required by Applicable Law to permit be provided thereby, or any feature, function, capability or service option that is described in Telcordia and other industry standard technical references that such Network Element or Combination is technically capable of providing, and that PACIFIC is required by law to permit be provided thereby. Unless required by law, Network Elements and Combinations may not be used to provide services to Customers that have not selected MCIm as their local service provider. Special access services may be converted to combinations of unbundled loops and transport Network Elements if MCIm provides a significant amount of local exchange service to a particular customer. The definition of what constitutes a "significant amount of local exchange service" is pursuant to Paragraph 22 of the FCC's Supplemental Order Clarification.

1.8.2 UNEs shall be made available to MCIm under the following terms and conditions. MCIm may request additional or revised Unbundled Network Elements via the INER/BFR Process as necessary to provide Telecommunications Services, improve network or service efficiencies, accommodate changing technologies or Customer demand, or to meet other requirements, as set forth in Section 1.8.5.

1.8.2.1 Unbundled Network Elements, at the prices specified in Appendix Pricing and the provisioning intervals applicable to such UNEs, are provided under this Agreement over such routes, technologies, and facilities as PACIFIC may elect at its own discretion in a manner that is not anti-competitive and does not discriminate for anti-competitive purposes. If MCIm requests special facilities, equipment or routing of Unbundled Network Elements, such requests will be handled under the INER process.

*1.8.2.1.1 If PACIFIC provides any Network Element, Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier, PACIFIC will make available the same Network Element, Combination or interconnection arrangement to MCIm, without MCIm being required to use the Bona Fide Request process. Failure to list a Network Element or Combination herein shall not constitute a waiver by MCIm to obtain

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a Network Element or Combination subsequently ordered by the FCC or by the Commission.

*1.8.2.1.2 When provisioning a Network Element or combination thereof, PACIFIC shall provide all ancillary equipment necessary to make the Network Element or combination function as provided in Section 1.8.3 ("Performance of UNEs") of this Appendix, whether or not specified by MCIm in an order. Any such required equipment shall be included in the price of the Network Element. Prior to the Effective Date of this Agreement, Pacific shall provide at MCIm a written list identifying all ancillary equipment necessary to enable the Network Element and combinations thereof, provided for in this Appendix, function.

1.8.2.2 Subject to the terms herein, PACIFIC is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. PACIFIC is not otherwise responsible for the Telecommunications Services provided by MCIm through the use of those elements.

1.8.2.3 Where unbundled elements provided to MCIm are dedicated to a single Customer, if such elements are for any reason disconnected they will be made available to PACIFIC for future provisioning needs, unless such element is disconnected in error. MCIm agrees to relinquish control of any such unbundled element concurrent with the disconnection of MCIm's Customer service. UNEs provided to MCIm under the provisions of this Appendix shall remain the property of PACIFIC.

1.8.2.4 MCIm shall make available at mutually agreeable times the elements provided pursuant to this Appendix in order to permit PACIFIC to make tests and adjustments appropriate for maintaining the elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

1.8.2.5 MCIm's use of any PACIFIC Unbundled Network Element, or of its own equipment or facilities in conjunction with any PACIFIC Unbundled Network Element, will not materially interfere with or impair service over any facilities of PACIFIC, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. The parties agree to work

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mutually to resolve the problem. Upon reasonable written notice and opportunity to cure that is reasonable under the circumstance, PACIFIC may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the element(s) causing the violation.

1.8.2.6 Replacement of Services with Unbundled Network Elements

*1.8.2.6.1. As part of its obligation to offer unbundled Network Elements to MCIm, PACIFIC shall permit MCIm to substitute unbundled Network Elements (including Combinations) providing identical functionality for any services, excluding Access Service purchased by MCIm pursuant to either contract or tariff.

*1.8.2.6.2 Any substitution of Network Elements (including Combinations) for services shall be subject to all of the requirements of this Appendix applicable to purchase of Network Elements and Combinations of Network Elements, and shall include without limitation the following:

1.8.2.6.2.1 When MCIm replaces any existing service with Network Elements (including Combinations), PACIFIC shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except at the request of MCIm.

1.8.2.6.2.2 Charges for the conversion of an existing service to Network Elements (including Combinations) shall be limited to PACIFIC's total element long-run incremental service order charges. These charges shall be limited to PACIFIC's necessary accounting of MCIm's continuing purchase of the functionality in the form of Network Elements pursuant to this Agreement. The charges shall not include charges for any other functions, including without limitation nonrecurring charges that would otherwise apply to orders for Network Elements that are newly installed.

*1.8.2.6.3 MCIm may request the conversion of any existing service, excluding special access, to Network Elements (including Combinations) by submitting a written or electronic notice to PACIFIC. This information will include, if applicable, the circuit identification or other information sufficient to identify the services to be converted. MCIm may request any number of conversions in a single notice. MCIm shall not be required to submit Local Service Requests or separate requests for each service to be converted. PACIFIC shall facilitate all conversions requested by MCIm without disruption of service. If MCIm sends a written notice, rather than a mechanized service order, MCIm will be subject to a manual service charge for the service migration.

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*1.8.2.6.4 PACIFIC agrees that with respect to all unbundled Network Elements (including Combinations) substituted for services, recurring charges for unbundled Network Elements substituted for services shall apply as of the following dates:

1.8.2.6.4.1 Except where MCIm specifically requests that PACIFIC physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by PACIFIC of notice from MCIm, and recurring charges set forth in Appendix Pricing of this Agreement applicable to unbundled Network Elements shall apply as of such date.

1.8.2.6.4.2 Where MCIm specifically requests that PACIFIC physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring charges set forth in Appendix Pricing of this Agreement applicable to unbundled Network Elements shall apply based on the date on which PACIFIC completes the requested work.

1.8.2.6.4.3 PACIFIC shall bill MCIm pro rata for the service being replaced through the date prior to the date on which billing at unbundled Network Element rates commences pursuant to this section.

1.8.2.6.5 Intentionally Omitted.

1.8.2.6.6 Intentionally Omitted.

1.8.2.6.7 Combinations

1.8.2.6.7.1 PACIFIC shall provide to MCIm any combination of Network Elements requested by MCIm to serve its customers. The Combinations that PACIFIC agrees to provide to MCIm include those listed below. Examples of additional individual Combinations that PACIFIC shall provide to MCIm are provided in Table 1 attached hereto.

1.8.2.6.7.2 Enhanced Extended Loop, as defined in this Appendix.

1.8.2.6.7.3 Loop with Multiplexing and/or Concentration.

1.8.2.6.7.4 Local Network Interconnection Combination: Local Switching, Tandem Switching, Dedicated Transport, Shared Transport, Common Transport, Signaling, and SCPs/Databases.

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1.8.2.6.7.5 Intentionally Omitted.

1.8.2.6.7.6 UNE-Platform utilizing PACIFIC's NIDs, loops, switching, shared and common interoffice transport, Signaling, and Databases.

1.8.2.6.7.6.1 Combining Links and unbundled Local Switching ("ULS") with Shared Transport: MCIm may order from PACIFIC a Combination of link and ULS, with routing over Shared Transport. Under this scenario, PACIFIC shall provide to MCIm, at no additional charge, a cross connection facility from PACIFIC's central office distribution frame to the Line Side Port of the switch.

1.8.2.6.7.6.2 Combining Links, ULS and Dedicated Transport:

1.8.2.6.7.6.2.1 MCIm may order from PACIFIC a Combination consisting of Links, the ULS, with custom routing over Dedicated Transport. Under this scenario, PACIFIC shall provide to MCIm, at no additional charge, a cross-connection facility between the link and the ULS.

1.8.3 Performance of UNEs

1.8.3.1 Each UNE will be provided in accordance with industry standards.

1.8.3.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the rules established by the FCC in the *Second Report and Order*, CC Docket 96-98.

1.8.3.3 PACIFIC may elect to conduct switch conversions for the improvement of its network. During such conversions, MCIm orders for unbundled network elements and PACIFIC's retail service orders for that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension PACIFIC places on itself for orders from its customers.

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1.8.3.4 MCIm will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of PACIFIC, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

*1.8.3.5 Cooperative Testing

1.8.3.5.1 Cooperative Testing means that PACIFIC shall cooperate with MCIm upon request or as needed to:

i. Ensure that the Network Elements and Ancillary Functions and additional requirements being provided to MCIm by PACIFIC are in compliance with the requirements of this Agreement, and

ii. Test the overall functionality, including fault isolation, of various Network Elements and Ancillary Functions provided by PACIFIC to MCIm in combination with each other or in combination with other equipment and facilities provided by MCIm or third parties.

1.8.3.5.2 Requirements

1.8.3.5.2.1 MCIm and PACIFIC will continue to improve processes that resolve technical issues relating to interconnection of MCIm's network to PACIFIC's network and Network Elements. The agreed-upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If MCIm and PACIFIC do not reach agreement on any dispute or unresolved issues, after sixty (60) days from the time they are first escalated, either Party may submit such disputes or unresolved issues to the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement.

1.8.3.5.3 PACIFIC shall provide MCIm with access for testing at any interface between a PACIFIC Network Element, Combinations and MCIm equipment or facilities. Such

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test access shall be sufficient to ensure that the applicable requirements can be tested by MCIm. The PACIFIC LOC shall be available seven (7) days per week, 24 hours per day.

1.8.3.5.4 PACIFIC shall provide engineering data as requested by MCIm for the Loop components as set forth above in which MCIm may desire to test. The data PACIFIC provides to MCIm shall include, to the extent available to PACIFIC itself, equipment engineering and cable specifications, signaling and transmission path data. To the extent MCIm requests data exceeding that which PACIFIC has available to itself, MCIm shall pay the charges for such data on an ICB basis.

1.8.3.5.5 Upon MCIm's reasonable request, PACIFIC shall provide to MCIm non-proprietary central office layout and design records and drawings, system engineering and other applicable documentation pertaining to designed digital loops and interoffice transport or the underlying equipment that is then providing the loop or transport to MCIm.

1.8.3.5.6 PACIFIC shall provide to MCIm upon request, applicable test results, from PACIFIC testing activities on a Network Element or the underlying equipment providing a Network Element to MCIm. MCIm may review such testing results and may notify PACIFIC of any deficiencies that are detected.

1.8.3.5.7 Upon MCIm's request, PACIFIC shall provide technical staff to meet with MCIm representatives to provide required support for Cooperative Testing.

1.8.3.5.8 Dedicated Transport and Loop Feeder may experience alarm conditions due to in-progress cooperative tests. PACIFIC shall not remove such facilities from service without obtaining MCIm's prior approval.

1.8.3.5.9 PACIFIC shall conduct tests or maintenance procedures on Network Elements or on the underlying equipment that is then providing a Network Element, that may cause a service interruption or degradation, only if such tests and procedures are at a time that is mutually acceptable to MCIm and PACIFIC.

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1.8.3.5.10 MCIm and PACIFIC shall endeavor to complete Cooperative Testing expeditiously.

1.8.3.5.11 During Cooperative Testing, PACIFIC processes shall deliver and restore Network Elements to MCIm at parity with PACIFIC's comparable retail products.

1.8.3.5.12 PACIFIC shall participate in Cooperative Testing, for digital loops and dedicated transport, requested by MCIm whenever it is deemed necessary by MCIm to ensure service performance, reliability and customer serviceability. If testing results in no trouble found in PACIFIC's network or proves back to MCIm's network, appropriate maintenance charges will apply, as set forth in Appendix Pricing.

1.8.3.5.13 MCIm may accept or reject a digital Loop or Dedicated Transport facility ordered by MCIm as provided in Appendix xDSL.

1.8.4 Maintenance of Elements

1.8.4.1 If trouble occurs with unbundled network elements provided by PACIFIC, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the Customer. If MCIm determines the trouble is in PACIFIC's equipment and/or facilities, MCIm will issue a trouble report to PACIFIC.

1.8.4.2 MCIm shall pay Time and Material charges (maintenance of service charges/additional labor charges) when MCIm reports a suspected failure of a network element and PACIFIC dispatches personnel to the Customer's premises or a PACIFIC Central Office and trouble was not caused by PACIFIC's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

1.8.4.3 Intentionally Left Blank

1.8.4.4 MCIm shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested by MCIm for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

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1.8.4.5 If MCIm issues a trouble report allowing PACIFIC access to the Customer's premises and PACIFIC personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that PACIFIC personnel are dispatched. Subsequently, if PACIFIC personnel are allowed access to the premises, these charges will still apply.

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

1.8.4.7 If MCIm requests or approves a PACIFIC technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, MCIm will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

1.8.5 For Interconnection and Network Element Request (INER) also known as "Bona Fide Request" (BFR) Pacific Bona Fide Request Process, see the General Terms and Conditions Section 38.

*1.9 PACIFIC shall make available to MCIm the ability to cross-connect or combine Unbundled Network Elements. At MCIm's request, PACIFIC shall cross connect or combine Unbundled Network Elements either manually or where technically feasible or available electronically.

1.10 The methods of access to unbundled Network Elements described in this Appendix are not exclusive. PACIFIC will make available any other form of access requested by MCIm that is consistent with the Act and the regulations thereunder. The Parties agree to amend the Agreement, upon request, to incorporate any such additional forms of access. Alternatively, MCIm may submit a BFR to obtain additional methods of access.

1.11 MCIm may use one or more UNEs or combinations thereof, to provide any telecommunications service and exchange access consistent with Sec 1.8.2.7. In

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the event the Parties cannot agree on technical feasibility or any of the matters specified in the foregoing sentence, the Parties will follow the dispute resolution process set forth in General Terms and Conditions.

*1.12 When ordered in combination, Network Elements that are currently connected and that are ordered together will not be physically disconnected or separated in any other fashion except for technical reasons or if requested by MCIm. Network Elements to be provisioned together shall be identified and ordered by MCIm as such. Network Elements ordered as a Combination shall be provisioned in combination unless MCIm specifies that the Network Elements ordered in combination be provisioned separately.

1.13 For each Network Element, PACIFIC shall specify a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which is mutually agreed to by the Parties. However, where PACIFIC provides contiguous UNEs to MCIm, PACIFIC will provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.

*1.14 Unless specified otherwise in this Appendix, PACIFIC will make the unbundled elements identified in this Agreement, and all combinations specified herein used by PACIFIC in its network available on the Effective Date of this Agreement.

2.0 ACCESS TO UNE CONNECTION METHODS

2.1 This Section describes the optional connection methods under which PACIFIC agrees to provide MCIms with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which PACIFIC makes these methods available. These methods provide MCIm access to multiple PACIFIC UNEs which MCIm may then combine. The methods listed below provide MCIm with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

2.2 Subject to availability of space and equipment, MCIm may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested PACIFIC Central Office.

2.2.1 (Method 1)

PACIFIC will extend PACIFIC UNEs requiring cross connection to MCIm's Physical Collocation Point of Termination (POT) when MCIm is Physically Collocated, in a caged or shared cage arrangement, within the

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same Central Office where the UNEs which are to be combined are located.

2.2.2 (Method 2)

PACIFIC will extend PACIFIC UNEs that require cross connection to MCIm's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

2.2.3 (Method 3)

PACIFIC will extend PACIFIC UNEs to MCIm's UNE frame that is located outside the PACIFIC Central Office where the UNEs are to combined in a closure such as a cabinet provided by PACIFIC on PACIFIC property.

2.3 The following terms and conditions apply to all methods when PACIFIC provides access pursuant to Sections 2.1 through 2.3:

2.3.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, PACIFIC will provide a written reply notifying the requesting MCIm of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

2.3.2 Access to UNEs via Method 1 is only available where MCIm is Physically Collocated. Access to UNEs via Method 2 and Method 3 is available to both where MCIm is Collocated and Non-Collocated. Method 2 and Method 3 are subject to availability of PACIFIC Central Office space and equipment.

2.3.3 MCIm may cancel the request at any time, but will PACIFIC's reasonable and demonstrable costs for PACIFIC's Central Office up to the date of cancellation.

2.3.4 MCIm may elect to access PACIFIC's UNEs through Physical Collocation arrangements.

2.3.5 MCIm shall be responsible for initial testing and trouble sectionalization of facilities containing MCIm installed cross connects.

2.3.6 MCIm shall refer trouble sectionalized in the PACIFIC UNE to PACIFIC.

2.3.7 Prior to PACIFIC providing access to UNEs under this Appendix, MCIm and PACIFIC shall provide each other with a point of contact for overall coordination.

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2.3.8 MCIm shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

2.3.9 All tools, procedures, and equipment used by MCIm to connect to PACIFIC 's network shall comply with technical standards set out in PACIFIC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

2.3.10 MCIm shall be responsible for MCIm's personnel PACIFIC's site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If PACIFIC for any reasonable and lawful reason requests MCIm to discontinue furnishing any person provided by MCIm for performing work on PACIFIC's premises, MCIm shall immediately comply with such request. Such person shall leave PACIFIC 's premises promptly, and MCIm shall not furnish such person again to perform work PACIFIC's premises without PACIFIC's consent.

2.3.11 MCIm shall provide positive written acknowledgment that the requirements stated in Section 2.3.10 have been satisfied for each employee requiring access to PACIFIC premises and/or facilities. PACIFIC identification cards will be issued for any MCIm employees who are designated by MCIm as meeting the necessary requirements for access. Entry to PACIFIC premises will be granted only to MCIm employees with such identification.

2.3.12 MCIm shall designate each network element being ordered PACIFIC. MCIm shall provide an interface to receive assignment information from PACIFIC regarding location of the extended UNEs. This interface may be manual or mechanized.

2.3.13 PACIFIC will provide MCIm with contact numbers as necessary to resolve assignment conflicts encountered. All contact with PACIFIC shall be referred to such contact numbers.

2.3.14 MCIm shall provide its own administrative Telecommunication Service at each facility and all materials needed by MCIm at the work site. The use of cellular telephones is not permitted in PACIFIC equipment areas.

2.3.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

2.3.15.1 Where applicable, costs for modifying a building or preparing the premises for access to PACIFIC UNEs will be made on an individual case basis (ICB).

2.3.15.2 PACIFIC will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, PACIFIC will ensure that the first MCIm obtaining Access to UNEs in an PACIFIC premises will not be responsible for the entire cost of site preparation and security.

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2.3.15.3 PACIFIC will contract for and perform the construction and preparation activities using same or consistent practices that are used by PACIFIC for other construction and preparation work performed in the building.

3.0 LOCAL LOOP/LINK

3.1 A "Loop" (a.k.a. Link) is a dedicated transmission facility between a distribution frame (or its equivalent) in an PACIFIC central office and an Customer premises. (47 CFR § 51.319(a)) (Note: If MCIm purchases a Loop, a separate NID will not be required). Loops provided as UNE will meet the parameters contained in the Technical Publication associated with each loop type. With the exception of DSLAMS, the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity. Loops are not limited to facilities but include features, functions and capabilities of such facilities including multiplexing capabilities.

*3.1.1 MCIm is entitled to utilize loops provisioned through the use of Digital Loop Carrier (DLC), channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed, or concentrated. If MCIm requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC), PACIFIC shall provide the loops unless no technically feasible unbundling solution is available. If the IDLC loop cannot be unbundled, PACIFIC will, where available, move the requested unbundled loop(s) to a spare, existing physical digital loop carrier unbundled loop at no additional charge to MCIm. If however, no spare unbundled loop is available, PACIFIC will within two (2) business days, excluding weekends and holidays, of MCIm's request, notify MCIm of the lack of available facilities.

*3.1.2 The local loop network element includes all features, functions and capabilities of the transmission facility, including dark fiber and attached electronics (except those electronics used for the provision of advanced services, such a Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops. Pursuant to the UNE Remand Order and any applicable or related federal law, PACIFIC agrees to provide optical loops where available in its wire centers along with associated cross connects and optical transport.

3.1.3 MCIm is entitled to utilize loops provisioned through the use of Digital Loop Carrier (DLC), channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

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*3.1.4 Consistent with the FCC *UNE Remand Order*, PACIFIC is not required to unbundle DSLAM equipment except in one limited circumstance as follows: PACIFIC must provide MCIm with access to unbundled packet switching in situations in which PACIFIC has placed its DSLAM in a remote terminal. However, PACIFIC will be relieved of this unbundling obligation if it permits MCIm to collocate its DSLAM in PACIFIC's remote terminal, on the same terms and conditions that apply to its own DSLAM. To the extent that an affiliate of PACIFIC deploys DSLAM equipment in a remote terminal or acquires such equipment through an asset transfer, the obligation remains to unbundle these DSLAMs. As advances in technology allow for as yet unknown equipment to be deployed on the Loop facility to improve the Loop's voice or data transmission capabilities and PACIFIC elects to deploy such technology advancements, PACIFIC will make this technology available to MCIm as part of the unbundled Loop element.

3.1.5 PACIFIC shall make Loops in its network available on an unbundled basis regardless of the transmission technology used to deliver the Loop to the central office.

3.2 PACIFIC will provide at the rates, terms, and conditions set forth in Appendix Pricing the following types of Loops:

3.2.1 2-Wire or 4-wire Analog (Basic) Loop: This PACIFIC unbundled Network Element is Plain Old Telephone (POTS) grade two-wire or 4-wire circuit or equivalent voice frequency channel that supports analog transmission of 300-3000 Hertz (Hz) with loss no greater than 8.0db measured at 1004 Hz with 900 ohms impedance at the central office POI and 600 ohms impedance at the MPOE. In addition, coin supervision, 2-wire reverse battery loops and ground start signaling options are available.

3.2.1.1 2-Wire or 4-wire Analog (Assured) Link. PACIFIC's unbundled Network Element (2-wire or 4 wire) Analog (Assured) Link is a voice frequency channel that supports analog transmission of 300-3000 Hertz ("Hz"). The loop will have a loss no greater than 5.5db measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the MPOE.

3.2.2 2-Wire Digital Loop: A 2-Wire Digital Loop supports Basic Rate ISDN ("BRI") and IDSL (ISDN Digital Subscriber Line) digital services that will conform to ANSI standard T1.601.

3.2.3 4-Wire Digital Loop: A 4-Wire Digital Loop supports DS1 digital services including Primary Rate ISDN ("PRI"). The 4-Wire Digital Loop supports usable bandwidth up to 1.544 Mbps.

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3.2.4 Digital Subscriber Line Loops. See Appendix DSL.

3.3 Reserved for future use

3.4 SUB-LOOP ELEMENTS

3.4.1 PACIFIC will provide sub-loop elements as unbundled network elements as set forth in this Appendix. The terms and conditions for sub-loops contained in this Section 3.4 are interim and shall be updated to reflect the outcome of the Commission's Permanent Line Sharing Phase of OANAD.

3.4.2 A sub-loop unbundled network element is defined as any portion of the loop from PACIFIC's central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in PACIFIC's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

3.4.3 Definitions pertaining to the Sub-Loop:

3.4.3.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

3.4.3.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

3.4.3.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

3.4.3.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an Customer can be connected to the ILEC's network.

3.4.3.5"Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

3.4.3.6"MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

3.4.3.7"MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

3.4.3.8"Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

3.4.3.9 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

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3.4.3.10 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an Customer's premise.

3.4.3.11 "SPOI" is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and MCIms to interconnect to wiring owned or controlled by the property owner or their agent.

3.4.3.12 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

3.4.3.13 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an Customer's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

3.4.4 PACIFIC will offer the following subloop types:

3.4.4.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.4.4.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.4.4.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

3.4.4.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

3.4.4.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

3.4.4.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

3.4.4.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with Customer capacity up to 144 Kbps.

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3.4.5 Subloops are not available for combination by PACIFIC with any Unbundled Network Elements or service.

3.4.6 Subloops are provided "as is" unless MCIm requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

3.4.7 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.

3.4.8 Twisted-pair Copper Subloops:

3.4.8.1 Access to terminals for twisted-pair copper subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Main Distributing Frame (MDF),
- the Terminal (underground or aerial).

3.4.9 MCIm may request access to the following twisted-pair copper subloop segments:

FROM:	TO:
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. *SPOI (Single Point of Interface)	Stand Alone

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* Provided using the BFR Process. In addition, if a MCIm requests an Interconnection Point which has not been identified, MCIm will need to submit a BFR.

3.4.10 High Capacity Subloops:

3.4.10.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

3.4.10.2 MCIm may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

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

3.4.12 Provisioning:

3.4.12.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

3.4.12.2 Spare subloop(s) will be assigned to MCIm only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

3.4.12.3 Provisioning intervals for subloops shall be governed by MCIm state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

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3.4.13 Maintenance:

3.4.13.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the PACIFIC switch/testing equipment will be lost.

3.4.13.2 MCIm shall isolate trouble to the PACIFIC Subloop portion of MCIm's service before reporting trouble to PACIFIC.

3.4.13.3 PACIFIC shall charge MCIm a Maintenance of Service Charge (MSC) when MCIm dispatches PACIFIC on a trouble report and the fault is determined to be in MCIm's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

3.4.13.4 Once all subloop access arrangements have been completed and balance of payment due PACIFIC is received, MCIm may place a LSR for subloops at this location. Prices at which PACIFIC agrees to provide MCIm with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

3.4.13.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where MCIm has a SAA, PACIFIC repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should MCIm cabling require replacement, PACIFIC will provide prompt notification to MCIm for MCIm to provide the replacement cable to be terminated as necessary.

3.4.14 Subloop Access Arrangements:

3.4.14.1 Prior to ordering subloop facilities, MCIm will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the PACIFIC subloop network.

3.4.14.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. MCIm will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

3.4.14.3 Upon receipt of a complete and correct application, PACIFIC will provide to MCIm within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When MCIm submits a request to provide a written estimate for sub-

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loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

3.4.14.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

3.4.14.5 Subloop inquiries do not serve to reserve subloop(s).

3.4.14.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

3.4.14.7MCIm will be responsible for obtaining rights of way from owners of property where PACIFIC has placed the equipment necessary for the SAA prior to submitting the request for SCA.

3.4.14.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, MCIm should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both MCIm and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

3.4.14.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of MCIm submitting to PACIFIC written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. PACIFIC will not begin any construction under the SCA until MCIm has provided proof that it has obtained necessary rights of way.

3.4.14.10Upon completion of the construction activity, MCIm will be allowed to test the installation with a PACIFIC technician. If MCIm desires test access to the SAA, MCIm should place its own test point in its cable prior to cable entry into PACIFIC's interconnection point.

3.4.14.11A non-binding MCIm forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow PACIFIC to properly engineer access to each SAI and to ensure PACIFIC does not provide more available terminations than MCIm expects to use.

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3.4.14.12 In order to maximize the availability of terminations for all CLECs, MCIm shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. MCIm would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

3.4.14.13 Unused MCIm terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at MCIm expense.

3.4.14.14 In the event MCIm elects to discontinue use of an existing SAA, or abandons such arrangement, MCIm shall pay PACIFIC for removal of their facilities from the SAA.

3.4.14.15 Subloop Access Arrangement (SAA) Access Points:

3.4.14.15.1 SAI/FDI or Terminal

3.4.14.15.2 MCIm cable to be terminated in a PACIFIC SAI/FDI, or Terminal , shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. MCIm's Aerial cables should be aircore.

3.4.14.15.3 MCIm may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that PACIFIC will terminate on available binding posts in the SAI/FDI or Terminal.

3.4.14.15.4 MCIm may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and PACIFIC will stub out a cable from the SAI/FDI or Terminal, which PACIFIC will splice to MCIm cable at the meet point.

3.4.14.15.5 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.

3.4.14.15.6 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, PACIFIC may choose to increase capacity of the SAI/FDI by the method of it's choice, for which MCIm will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing MCIm to terminate it's cable at the SAI/FDI.

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3.4.14.15.7 Exhausted Termination Points in a Terminal- When a terminal's termination points as all terminated to assignable cable pairs, PACIFIC may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate MCIm facilities for which MCIm will be charged.

3.4.14.16 Relocation of Existing ILEC/MCIm Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

3.4.14.17 PACIFIC shall notify MCIm of pending relocation as soon as PACIFIC receives such notice.

3.4.15 MCIm shall notify PACIFIC of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

3.4.15.1 PACIFIC shall then provide MCIm an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with MCIm and PACIFIC engineer.

3.4.15.2 MCIm shall notify PACIFIC of acceptance or rejection of the new SCA within 10 business days of it's receipt of PACIFIC's estimate.

3.4.15.3 Upon acceptance of the PACIFIC estimate, MCIm shall pay at least 50% of the relocation costs at the same time as they notify PACIFIC of their acceptance of estimate costs.

3.4.15.4 Should MCIm decide not to continue the SAA, MCIm will notify PACIFIC as to the date that PACIFIC may remove MCIm's facilities from that SAA. MCIm will pay PACIFIC for all costs associated with the removal of MCIm's SAA.

3.4.15.5 In the event that MCIm does not respond to PACIFIC in time to have their facilities relocated, PACIFIC shall move MCIm facilities and submit a bill for payment to MCIm for the costs associated with the relocation. Should MCIm elect not pay this bill, then MCIm facilities will be removed from the site upon 30 days notice to MCIm.

3.4.16 RT (for DS3 Subloop):

3.4.16.1 MCIm may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that PACIFIC will terminate on a fiber/coax interconnection block to be constructed in the RT.

3.4.16.2 MCIm may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and PACIFIC will stub out a cable from the RT, which PACIFIC will splice to MCIm cable at the meet point.

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4.0 SWITCHING

4.1 General. The Local Switching Unbundled Network Element provides for line side and trunk side interface access plus the features, functions, and capabilities of the local switch. This element includes the basic functionality to establish temporary paths within the specific local switch to connect: lines to lines; lines to trunks; trunks to lines; and trunks to trunks. The local switching unbundled network element includes only those elements associated with the specific local switch and does not include any inter-switch trunking. Unbundled local switching is provided by Stored Program Controlled (SPC) analog or digital equipment and will be provided where technically feasible and where equipment/facilities are available.

4.2 Unbundled Local Switching (ULS): is defined as the local circuit switching (including packetized circuit switching capability network element, as set forth in FCC Rule § 51.319. PACIFIC shall make available unbundled switching capacity, including dial tone, digit reception, access to signaling, deployed AIN capabilities and vertical features, and access to shared transport with standard routing to interoffice trunks and interoffice transport provided by PACIFIC or to designated trunks specified and purchased by MCIm in accordance with this Appendix. PACIFIC designates this service "Unbundled Local Switching " (ULS). In purchasing ULS, MCIm must obtain a line side port (including a telephone number and, at MCIm's option, a directory listing) for access to the switching functions and vertical features provided by the switch, and some designation of trunking for completion of calls, with the exception of intra-switch calls. All intra-switch calls are completed using PACIFIC's switch and no trunk designation is made for completion of such calls.

*4.3 At PACIFIC's discretion, upon not less than one hundred and eighty (180) days' written notice to MCIm, PACIFIC may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to MCIms serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which PACIFIC can demonstrate that, as of the date on which MCIm receives notice (the "Exception Notice Date"), PACIFIC has satisfied each of the following conditions:

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of PACIFIC offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

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b) In the Exception Territory where PACIFIC elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand Order, the EEL would be available to MCIm in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. PACIFIC may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for MCIm Customer accounts involving four or more lines.

4.3.1 In determining whether PACIFIC may exercise its rights under this Section in any particular case, MCIm shall be obligated to disclose customer account detail similar to customer service records that PACIFIC provides to the CLEC through pre-ordering process.

4.3.2 Nothing in this Section 4.1.1 shall preclude MCIm from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which PACIFIC may exercise its rights under this Section.

4.4 Switch Ports

4.4.1 In PACIFIC, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

4.4.1.1 Line Switch Ports –

4.4.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

4.4.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a MCIm wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

4.4.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

*4.4.1.1.3.1 MCIm may use an analog line port to terminate the voice portion of an ADSL-capable loop or the voice portion of other xDSL technologies where the voice and data can be carried over the same copper pair.

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4.4.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps "B" (bearer) channels for circuit switched voice and/or data and on 16 kpbs "D" (delta) channel for signaling.

4.4.1.2 Trunk Side Switch Ports –PACIFIC

4.4.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

4.4.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps "B" channels for digital voice and data and one 64 kbps "D" channel.

4.4.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications or a UNE dedicated trunk used for custom routing.

*4.4.1.2.4 Additional switch ports may be developed in accordance with the BFR process.

*4.4.1.2.5 PACIFIC shall provide MCIm with non-discriminatory access to any third parties to which PACIFIC is connected via interoffice trunks and interoffice transport.

4.4.2 Form of Line Port Access: Access to unbundled Local Switching, as specified in Section 4.2 may occur in the following manner:

4.4.2.1 ULS Access, Cross-Connection Through Collocation: From MCIm's collocation space, MCIm may purchase an EISCC cross-connection to PACIFIC's line side Port to obtain access to ULS.

4.4.2.2 Combining Loops and ULS: MCIm may combine Loops and PACIFIC's ULS. When currently combined, MCIm shall not be required to purchase a cross connection facility from PACIFIC's central office distribution frame to the line side port of the switch.

4.4.2.3 Loops, ULS and Transport: MCIm may combine Loops, the ULS, and transport facilities, which can be shared transport from PACIFIC. When currently combined, MCIm shall not be required to purchase any cross-connection facility from PACIFIC

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central office distribution frame to the line side port of the switch.

*4.4.3 Loops, ULS and Transport: MCIm may utilize Loops, the ULS, and transport facilities, which can be dedicated, or shared or common transport from PACIFIC. When currently combined, MCIm shall not be required to purchase any cross-connection facility from PACIFIC.

4.4.3.1 Option A: PACIFIC-Provided Interoffice Transport and PACIFIC-Provided Operator and Directory Assistance Services: In this configuration, MCIm purchases a line Port and receives a telephone number and directory listing, switching capacity, switch features as referenced in Section 4.0, deployed AIN capabilities and completion to PACIFIC's interoffice trunks for all multiple-switch Local Calls, calls to operator, directory assistance services and E911. In this configuration, intra-switch calls are also provided through PACIFIC's switch. PACIFIC will be solely responsible for design and engineering of the trunks under this option. In addition, PACIFIC will provide all 0-, Local 0+ operator and Local 411 directory assistance services under this option. PACIFIC's switch will be programmed to allow routing to and from MCIm's line ports, including operator and directory assistance calls, to PACIFIC's network. PACIFIC shall route all intraLATA toll and interLATA/international calls dialed by MICW ULS Customers to the Customer's PIC'd carrier for intraLATA or interLATA/international service. PACIFIC will route these calls using FGD signaling to the PIC'd carrier's designated POP. At the customer's request, PACIFIC will carry the customer's IntraLATA toll calls.

4.4.3.2 Option B: PACIFIC-Provided Interoffice Transport with Customized Routing-Simple and with Operator and/or Directory Assistance (DA) Services Unbundled from PACIFIC's Line Port Switching Capacity: In this configuration, MCIm purchases a Line Port and receives a telephone number and a directory listing, switching capacity, switch features, as referenced in Section 4.0 including deployed capabilities, and completion to PACIFIC's interoffice trunks for all multiple-switch Local Calls, and E911 calls. In this configuration, intra-switch calls are also provided through PACIFIC's switch. With the exception of trunks for operator and/or directory assistance services, or both, PACIFIC will be solely responsible for design and engineering of its interoffice trunks. MCIm may utilize existing FGD trunks, which would not require cross-connects, or order separate trunks for operator services provided by itself or a third party identified by MCIm to provide such services. When ordering separate

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trunks, transport facilities may be purchased from PACIFIC, or connected to MCIm's facilities through a collocation cage by obtaining a cross connect from PACIFIC. MCIm will be responsible for design and engineering of the dedicated operator and/or directory assistance trunks where used, and shall also be responsible for designating the transport facilities it desires, if any, from PACIFIC at the points where these facilities shall terminate. In addition, MCIm shall be responsible for providing all operator and/or directory assistance services. PACIFIC's switch will be programmed on a per-switch basis to route all local ULS-originated calls to PACIFIC's shared network, including operator and/or directory assistance calls when Option A is requested otherwise operator and/or directory assistance calls will be routed to the trunks designated by MCIm. At the End User's request, Pacific will carry the End User's IntraLATA toll calls.

4.4.3.2.1 MCIm designates Feature Group D as its compatible signaling protocol for Operator Services and Directory Assistance (OPS/DA). Until PACIFIC offers Feature Group D signaling protocol, or MCIm designates another signaling protocol which PACIFIC provides, PACIFIC will offer operator services and directory assistance as an unbundled network element in accordance with Section 5.0. At such time PACIFIC offers Feature Group D signaling protocol for customized routing, or MCIm designates another signaling protocol which PACIFIC provides, the parties will negotiate an amendment to this section based on MCIm's requirements.

4.4.3.3 Option C: Customized Routing - Complex for MCIm Traffic Using Routes Designated by MCIm. This option is Customized Routing for MCIm traffic in the manner designated by MCIm, and it requires that special, customized routing programming be provided by MCIm. This option will include all of the features listed in Options A and B. However, with this Option, MCIm may direct 7 and 1+10-digit intraLATA inter-switch traffic on a class-of-call or dialed NPA-NXX basis to a trunk group other than the standard trunk group used for PACIFIC's routing. Routing on a class-of-call basis means the ability to direct all calls to particular NPA-NXXs originating from PACIFIC's end office switch to a single trunk group. At MCIm's request, PACIFIC will custom-route intraLATA inter-switch calls on a class-of-call

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basis to the PACIFIC tandem serving the originating PACIFIC end office, or to an MCIm switch. Alternatively, at MCIm's request, PACIFIC will direct intraLATA inter-switch calls based on the dialed NPA-NXX to the PACIFIC tandem serving the originating PACIFIC end office, to an MCIm switch, and/or to the PACIFIC end office where the dialed NPA NXX resides. In this configuration, MCIm obtains one or more Line Ports and receives a telephone number and directory listing, switching capacity, switch features, including deployed AIN capabilities, that will permit the completion of multiple-switch intraLATA calls, calls to either operator or directory assistance services, or both, and E-911 calls. In this configuration, PACIFIC shall complete intra-switch calls through its switch. PACIFIC shall complete inter-switch calls using, at MCIm's direction, either shared or dedicated transport facilities. MCIm will be solely responsible for design and engineering of any dedicated transport under this option. PACIFIC will be solely responsible for design and engineering of any PACIFIC-provided shared or common transport used under this option. MCIm may purchase Dedicated Transport from PACIFIC or may provide its own.

4.4.4 Implementation Schedule

4.4.4.1. Option A is available immediately

PACIFIC will deploy Option A within ten (10) business days after MCIm's order for a particular switch or switches up to a maximum of fifty (50) switches per order. PACIFIC will implement all valid switch requests ("CLLIs") and reject the invalid requests on an individual CLLI basis.

4.4.4.2 Deployment of Option B will be on a project specific basis as mutually agreed by the Parties.

PACIFIC will implement a valid Option B, Option C, or ROAR resale routing to operator systems custom routing footprint order for an individual switch according to the following schedule: 1-48 trunks = 38 Business Days, 49-96 trunks = 40 Business days, 97-144 trunks = 42 Business Days; 145-193 trunks = 48 Business Days. In any event, PACIFIC shall complete the footprint order no later than 60 Business Days from receipt of a valid order unless mutually agreed by the Parties.

4.5 Tandem Switching

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4.5.1 Reserved for future use.

4.5.2 Tandem Switching General Description and Specifications of the Unbundled Element. PACIFIC will provide, subject to the terms and conditions specified herein, the following unbundled Tandem Switching:

4.5.2.1 Tandem Switching. Tandem Switching is defined as the local tandem switching capability network element, as set forth in FCC Rule 51.319. Tandem Switching allows use of the Tandem Switch itself for the transmission of calls between any two switches connected to that tandem, without any customized routing. PACIFIC's unbundled Tandem Switching will permit access to the Tandem Switch to originate a call to, or terminate a call from, a MCIm to a PACIFIC End Office, another LEC, Wireless Service Provider, an IXC or another switch, using the normal routing established in PACIFIC's tandem.

*4.5.2.1.1 When MCIm uses PACIFIC's LSNE (except where MCIm requests Dedicated Transport using Options B or C), use of the tandem is included in the shared transport charges set forth Appendix Pricing.

*4.5.2.2 Technical Requirements for Tandem Switching

Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90 and that PACIFIC provides to its own customers. The requirements for Tandem Switching include, but are not limited to the following:

4.5.2.2.1 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features;

4.5.2.2.2 Tandem Switching shall provide connectivity to Operator Systems as mutually agreed by the parties to MCIWMCIm operator-to-LEC operator connections for BLV;

4.5.2.2.3 Tandem Switching shall provide access to Toll Free number portability database as described in

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the above TR and TR-NWT-000533, Issue 3.1.2 ("Access Tandem/SSP") for calls between Equal Access End Offices and the Access Tandem.

4.5.3 When MCIm uses PACIFIC's ULS (except where MCIm requests Dedicated Transport using Options B or C), use of the tandem is included in the shared transport charges set forth in Appendix Pricing.

4.5.4 Implementation Schedule

4.5.4.1 Tandem Switching as described herein will be available as of the Effective Date of this Agreement.

4.5.4.2 Tandem switching rates are as specified in Appendix Pricing.

*4.6 Packet Switching

4.6.1 Definition. Packet Switching is defined as the packet switching capability Network Element, as set forth in F.C.C Rule 51.319. Without limiting the foregoing, Packet Switching includes the basic packet switching function of routing or forwarding packets, frames, cells or other data units. Packet Switching also includes the Digital Subscriber Line Access Multiplexers (DSLAMs) functionality, including but not limited to:

4.6.1.1 The ability to terminate copper customer loops (which include both a low-band voice channel and a high-band data channel, or solely a data channel);

4.6.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

4.6.1.3 The ability to extract data units from the data channels on the loops, and

4.6.1.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

4.6.2 PACIFIC shall be required to provide nondiscriminatory access to unbundled Packet Switching capability for use with unbundled Loops within the service area of a PACIFIC central office (a "Service Area") where each of the following conditions are satisfied:

4.6.2.1 PACIFIC has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems, or PACIFIC has deployed any other system in which fiber optic facilities prevent MCIm from obtaining a continuous copper facility between the retail customer's premises and PACIFIC's central office; and

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4.6.2.2 PACIFIC cannot make a continuous copper loop available for use by MCIm capable of supporting the xDSL services MCIm seeks to offer; and

4.6.2.3 PACIFIC has not permitted MCIm, within thirty (30) days of an MCIm request, to collocate for the purposes of deploying necessary electronics, including but not limited to plug-in cards for DLCs located at PACIFIC RTs. In addition, PACIFIC does not allow MCIm to interface with the copper plant serving the customer's premises and, at MCIm's option, to interconnect within PACIFIC loop distribution facilities prior to its termination on PACIFIC's MDF; and

4.6.2.4 PACIFIC, either directly or through an affiliated entity, has deployed packet switching capability for the purpose of providing retail service or supporting retail service to a customer within such Serving Area.

4.6.3 Where PACIFIC is required to provide Packet Switching to MCIm, PACIFIC shall provide interconnection at any technically feasible point selected by MCIm.

4.6.4 Packet Switching functionality provided pursuant to this Appendix in combination with unbundled Loops that were installed prior to the date on which PACIFIC is able to demonstrate the conditions required in Section 4.6.2 shall not be disrupted or disconnected by PACIFIC, and shall continue to be provided until such time as MCIm issues an order to disconnect the Network Elements.

4.6.5 All disputes arising under these provisions shall be resolved in accordance with the Alternative Dispute Resolution process set forth in General Terms and Conditions.

5.0 OPERATOR SERVICES AND DIRECTORY ASSISTANCE

See Appendix OS and Appendix DA. In accordance with Section 51.319(f) of the FCC's unbundling rules, PACIFIC is required to provide nondiscriminatory access in accordance with Section 51.311 and section 251(c)(3) of the Act to operator services and directory assistance on an unbundled basis for the provision of a telecommunications service where the incumbent LEC does not provide customized routing or a compatible signaling protocol.

6.0 CROSS CONNECTIONS

6.1 The cross connect is the media between PACIFIC's distribution frame and a MCIm designated collocation space or other PACIFIC unbundled network element purchased by MCIm, the PACIFIC UNE and a MCIm designated point of access, or the media between PACIFIC UNE and a Collocation area for the

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purpose of permitting MCIm to connect the PACIFIC to other UNEs or to MCIms own facilities. Where PACIFIC has otherwise committed to connect one UNE to another UNE on behalf of MCIm, or to leave connected one UNE to another UNE on behalf of MCIm the cross connect is the media between one PACIFIC UNE and another PACIFIC UNE.

6.2 PACIFIC shall provide cross connections within its Central Offices or Wire Centers, including, but not limited to cross connections at the following speeds DS0, DS1, DS3 and OCn where available:

6.2.1 between a loop and:

6.2.1.1 MCIm's POT for it's physical collocation arrangement

6.2.1.2 Other PACIFIC equipment or other Network Elements (e.g., multiplexer, DCS, Dedicated Transport).

6.2.2 Between other PACIFIC-provided equipment or other UNEs (e.g. multiplexer, DCS, dedicated transport) and:

6.2.2.1 MCIm's POT for its physical collocation arrangement.

6.2.2.2 Other PACIFIC equipment or other Network Elements.

6.3 To the extent required by the FCC, PACIFIC will at its option permit MCIm to interconnect its network with that of another collocating telecommunications carrier at PACIFIC's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises provided that the collocated equipment is also used for interconnection with PACIFIC or for access to PACIFIC's Unbundled Network Elements. Subject to the conditions above PACIFIC will provide the connection between the equipment in the collocated spaces of two or more telecommunications carriers and any necessary DCS or other equipment at the requesting competitive local carrier's expense, unless PACIFIC permits one or more of the collocating parties to provide this connection for themselves. PACIFIC need not permit collocating telecommunications carriers to place theiir own connecting transmission facilities within PACIFIC's premises outside of the actual Physical Collocation space.

7.0 PROJECTS & COORDINATED CUT PROJECTS

7.1 For basic loops, a project is defined as a request of twenty or more lines to a single Customer's minimum point of entry (MPOE). The parties will mutually agree on an implementation schedule.

7.2 Reserved for future use.

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7.3 On each Loop order in a Wire Center, MCIm will contact PACIFIC and the Parties will agree on a cutover time at least two (2) business days before the due date. The cutover time will be defined as a half (1/2) hour, within which both MCIm and PACIFIC personnel will make telephone contact to begin the cutover activity. Cutover activity which is requested to take place outside of normal business hours (8 a.m. to 5 p.m. Monday through Friday, excluding holidays) will be billed as time and material.

7.4 Within the appointed half hour cutover time, MCIm will call PACIFIC's Local Operations Center ("LOC"), and when the LOC is reached in that interval, such work will begin. If MCIm fails to call or is not ready within the appointed interval, and if MCIm had not called to reschedule the work at least two (2) business hours prior to the start of the interval, MCIm and PACIFIC will reschedule the work order on a mutually negotiated basis.

7.5 If either MCIm or PACIFIC cannot comply with the schedule, that party will timely notify the other. If MCIm's notice is not at least 2 business hours prior to the start of the scheduled interval of the coordinated cut, MCIm will pay PACIFIC the applicable Non-Recurring Charge (NRC). In addition, non-recurring charges for the rescheduled appointment will apply. If PACIFIC's notice is not at least 2 business hours prior to the start of the scheduled interval of the coordinated cut, PACIFIC will waive any applicable NRC. If PACIFIC's LOC is not available or ready when MCIm calls during the half (1/2) hour interval, PACIFIC will not bill the change order charge for the due date change for the Loop or Loops scheduled for that interval and will reschedule the installation time on a mutually negotiated basis.

8.0 NETWORK INTERFACE DEVICE (NID)

8.1 The NID is provided as the loop interface used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its End-User. The NID contains the connection points or posts to which the service provider and the End-User customer each make its connections.

8.1.1 With respect to multiple dwelling units or multiple unit business premises, MCIm will provide its own NID, will connect directly with the customer's inside wire, and will not require any connection with the PACIFIC NID, unless such premises are served by "single-subscriber" type NIDs.

8.1.2 To the extent and PACIFIC NID exists, it will be the interface to the inside wiring, unless MCIm and the customer agree to an interface that bypasses the PACIFIC NID.

8.1.3 Under this Agreement, PACIFIC shall offer two general types of NIDs:

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8.1.3.1 Simple NID: A Simple NID is a standard network interface (SNI), the use of which permits the Customer's inside wiring to be isolated from PACIFIC's network.

8.1.3.2 Complex NID: A Complex NID is a building terminal where an Customer's inside wiring terminates on PACIFIC's network.

8.2 If MCIm provides its own local loop, MCIm will place its own NID and will interface to the customer's premises wiring through connections in the customer chamber of the PACIFIC NID.

8.3 Unless requested by MCIm, no coordination is needed for MCIm to access the customer side of PACIFIC's NID. If MCIm requests PACIFIC to move or rearrange PACIFIC's NID, PACIFIC and MCIm will coordinate such rearrangements. Time and Material charges will be applied for these rearrangements at the rates specified in Appendix Pricing. In addition, unless otherwise agreed by MCIm and PACIFIC, neither Party shall access the network side of the other Party's NID unless the owning Party's service technician is present, or unless the owning Party has already made the necessary modifications to isolate its network.

8.3.1 Upon request, PACIFIC will dispatch a technician to tag the Customer's inside wire facilities on the Customer's side of the NID. In such cases, a Premise Visit charge shall apply as a Dispatch without Installation of NID. If loop/NID terminating information provided to MCIm is incorrect due to PACIFIC error, PACIFIC will, when required, dispatch a technician at PACIFIC's expense.

8.4 The PACIFIC NIDs that MCIm uses under this Appendix will be existing NIDs installed by PACIFIC to serve its customers.

8.5 MCIm shall not attach to or disconnect PACIFIC 's ground. MCIm shall not cut or disconnect PACIFIC 's loop from its protector. MCIm shall not cut any other leads in the NID. MCIm shall protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. MCIm shall tighten all screws or lugs loosened by MCIm in the NID's enclosure and replace all protective covers.

8.6 TECHNICAL REQUIREMENTS

8.6.1 PACIFIC's NID shall provide an accessible point of interconnection for the subscriber-owned inside wiring, for PACIFIC's facilities, for the Distribution Media and/or cross connect to MCIWMCIm's NID, and shall maintain a connection to ground.

8.6.2 PACIFIC's NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media

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and/or cross connect to MCIm's NID, consistent with the NID's function at the Effective Date of this Agreement.

8.6.3. Protection of Facilities. In no case shall either Party connect to the NID or tie down its connecting facility directly over the other Party's facility without prior approval of the other Party and without conditioning having been performed to isolate each Party's network. Furthermore, in no instance shall either Party attach its connecting facility in any manner so as to cause voltage or its own dial tone to occur on the other Party's network.

8.6.4. Drops. Either Party shall be permitted to secure its drop facility to its NID by grounding it in an appropriate manner. Upon disconnection of service to the Customer customer, either Party may leave its drop in place until another LEC or CLEC needs access to the NID.

9.0 LOOP CONCENTRATOR/MULTIPLEXER

9.1 Loop Concentrator/Multiplexer: With the exception of DSLAMs, the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity. Loops are not limited to facilities but include features, functions, and capabilities of such facilities including multiplexing capabilities.

9.2 Definition. The Loop Concentrator/Multiplexer does one or more of the following:

(a) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

(b) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

(c) aggregates a specified number of signals or channels to fewer channels (concentrating);

(d) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or

(e) in some instances performs electrical to optical (E/O) conversion.

9.3 Reserved for future use.

9.4 The Loop Concentrator/Multiplexer function may be provided through an Integrated Digital Loop Carrier (IDLC) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa.

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9.5 PACIFIC will provide all technically feasible types of multiplexing/ demultiplexing, including optical multiplexing when ordered in conjunction with a loop or UDT. However, if there are no cost studies filed for specific bandwidth of optical multiplexing a mutually agreeable rate for such equipment may be established through the special request process.

9.6 Interfaces for Central Office Multiplexing at the DS1 level will be provided in accordance with national standards.

9.7 The Loop Concentrator/Multiplexer must provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and Ocn, where available.

10.0 TRANSPORT

10.1 Dedicated Transport is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications between two wire centers or switches owned by PACIFIC or between a wire center or switch owned by PACIFIC and a MCIm owned or provided switch. Dedicated Transport includes the following rate elements.

(a) Interoffice Transport Fixed - Billed per termination at each PACIFIC end office

(a) Interoffice Transport Variable - Billed per mile for the transmission path that extends between each PACIFIC end office.

(b) Entrance Facility – Applies from PACIFIC's wire center (serving wire center) to MCIm's location.

(c) Multiplexing - Applies when MCIm orders multiplexing as an option and in conjunction with Unbundled Dedicated Transport

(e) Digital Cross Connect System ("DCS") - PACIFIC will offer access to Digital Cross-Connect System(s) ("DCS") in conjunction with the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers.

10.1.1 PACIFIC will offer Dedicated Transport as a circuit (e.g. DS1, DS3 and OCn levels as well as concatenated signals over fiber, where available dedicated to MCIm. When PACIFIC provides Dedicated Transport as a circuit or as capacity on a higher capacity system, PACIFIC shall operate the Dedicated Transport in parity with PACIFIC's normal operations practices and shall provide any necessary multiplexing, grooming and redundant equipment and facilities necessary to support protection and restoration.

10.1.2 PACIFIC will provide transport at the following speeds: DS1 (1.544 Mbps), and DS3 (45 Mbps), and OC3, OC12, OC48, and higher speeds to

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MCIm as they are developed and made available to PACIFIC's Customers. Availability of unbundled transport services at transmission rates other than those provided in Appendix Pricing are subject to MCIm's request.

10.1.3 PACIFIC shall provide to MCIm protection and restoration of equipment and interfaces at parity with levels PACIFIC maintains for its own transport facilities.

10.1.4 PACIFIC shall comply with Telcordia and industry standards to the extent implemented in PACIFIC's transport network.

10.1.5 PACIFIC shall provide to MCIm redundant power supply or battery back-up to the extent implemented in PACIFIC's transport network.

10.1.6 PACIFIC shall provide to MCIm provisioning and maintenance for Dedicated Transport performed to the same extent such provisioning and maintenance are performed on PACIFIC's own transport network.

10.1.7 Where deployed in PACIFIC's network, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

10.1.8 Where MCIm requests physical diversity, PACIFIC shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by MCIm). PACIFIC shall take appropriate steps to assure physical diversity continues to be provided for the duration of the period that MCIm employs the unbundled Network Element or until such time that MCIm notifies PACIFIC that physical diversity is no longer required. PACIFIC will provide physical diversity to MCIm without requiring MCIm to use the BFR process. If physical diversity is required to make a UNE function as specified, PACIFIC will provide it at no charge. If MCIm wishes to order physical diversity under other circumstances, MCIm shall place an order under PACIFIC's applicable tariff.

10.1.9 PACIFIC shall offer the following interface transmission rates for Dedicated Transport:

10.1.9.1 DS1 (Extended SuperFrame - ESF, D4 shall be provided);

10.1.9.2 DS3 (C-bit Parity, M13 shall be provided).

10.1.10 Where deployed, PACIFIC will make available to MCIm interoffice transport services capable of interfacing on copper, coaxial cable, and optical fiber facilities. Consistent with current bundled offerings, the interoffice transport services will be capable of handling transmission rates ranging from voice grade up through Optical Carrier ("OC")-48 or higher if available on a higher capacity system.

10.1.11 Transmission Levels. Where deployed, PACIFIC will make dedicated transport available at the following speeds: DS1, DS3, and commercially

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available Optical Carrier levels (e.g., OC-3/12/48) or higher if available on a higher capacity system.

10.1.11.1 PACIFIC shall provide a cross-connect between Dedicated Transport and MCIm's collocation arrangement using the following interfaces for the physical point of termination:

10.1.11.1.1 DSX1 for DS1s;

10.1.11.1.2 DSX3 for DS3s; and

10.1.11.1.3 LGX for optical signals (e.g., OC-3 and OC-12).

10.1.12 PACIFIC will provide SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces).

10.1.13 The technical requirements, transmission performance specifications, interface combinations and test requirements for Unbundled Interoffice Transmission Facilities are included in PACIFIC'S Publication L-780059-PB/NB for DS1 and DS3 transmission rates and in Publication L-780046-PB/NB for SONET transmission rates.

10.1.14 Provisioning and maintenance performed to the same extent such provisioning and maintenance is performed on PACIFIC's own transport network.

10.2 Intentionally Omitted.

*10.3 Shared Interoffice Transport: Shared transport will only be available where MCIm purchases ULS. Shared transport provides connectivity and call completion from a PACIFIC end office where ULS is purchased and the terminating PACIFIC end office or POI where the call leaves PACIFIC's network. Shared Transport is an interoffice transmission path between two PACIFIC end office trunk ports, made available for non-discriminatory use by PACIFIC and one or more CLECs. Shared Transport is distinct and separate from switching. Shared Transport routes local calls between PACIFIC switches (end office to end office and end office to tandem), jointly using equipment and facilities employed by PACIFIC to route calls for retail customers of PACIFIC's, except that PACIFIC shall route MCIm's intraLATA traffic over PACIFIC's Shared Transport facilities if requested by MCIm in connection with ULS option "C" under this Appendix above.

10.3.1 Use of the tandem is included in the Shared Interoffice Transport charges set forth in Appendix Pricing.

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

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10.3.3 At a minimum, Shared Transport shall meet the requirements set forth in the applicable industry standard technical references.

10.3.4 Common Transport: PACIFIC will provide Common Transport to MCIm when MCIm orders ULS. Common transport will be available between PACIFIC End Office switch ports and PACIFIC's Tandem Switches.

10.4 Intentionally Omitted.

*10.4.1 Cross Boundary UDT Meet Point Facilities Arrangements

10.4.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between PACIFIC and another neighboring Incumbent Local Exchange Carrier (PACIFIC) PACIFIC will be a willing participant in MCIm's efforts to midspan join an UDT Facility ordered from PACIFIC with one of the same ordered by the same MCIm from the neighboring PACIFIC. It is the responsibility of MCIm to negotiate with each PACIFIC individually, and to order each piece of the Meet Point transmission facility from each individual PACIFIC separately in order to provide UDT from each PACIFIC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of MCIm's order.

10.4.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

10.4.1.2.1 Non Recurring Charges: 100% of PACIFIC existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other PACIFIC. Each of these charges are found in Appendix Pricing.

10.4.1.2.2 Monthly Charges: PACIFIC will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within PACIFIC territory, as determined by the NECA 4 tariff. There will not be any compensation to the other PACIFIC.

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10.4.1.2.3 PACIFIC's current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two PACIFIC's ordering and provisioning intervals will apply.

11. EXTENDED LOOP COMBINATION

*11.1 PACIFIC agrees to provide MCIm with extended loop functionality that is a combination of currently available UNEs in accordance with the FCC order. The UNEs will be made available and combined at the prices set forth in Appendix Pricing, subject to modification as set forth therein. PACIFIC shall also offer MCIm extended loop at the DS0, DS1, DS3, and OCn level, and charges for combining such network elements shall be limited to recovering the costs PACIFIC incurs for combining such elements, without any additional markup related to the combining.

11.2 Intentionally Omitted.

*11.3 Extended loop will only be available to MCIm when MCIm is the provider of the Customer's switched local telephone exchange service. The dedicated transport will be established from MCIm customer's PACIFIC serving wire center to MCIm's collocation cage in a different PACIFIC central office. MCIm must order dedicated transport from the collocation cage to the wire center serving MCIm's Customer. In addition, PACIFIC must provide MUX and cross connect when appropriate.

11.4 Subsequent to establishing the dedicated transport, MCIm will order each loop and provide PACIFIC with the Channel Facility Assignment (CFA).

12. DARK FIBER/UNUSED TRANSMISSION MEDIA

12.1 Definition. Unused Transmission Media is physical transmission media (e.g., optical fiber, copper twisted pairs, and coaxial cable) physically connected to facilities that PACIFIC currently uses to provide service but which is not itself being used to provide service. This is commonly referred to as spare cable, coax, or fiber pairs. Dark Fiber, one type of unused transmission media, is unused strands of optical fiber. Dark Fiber also includes fiber that has not been activated through connection to the electronics that "light it" and thereby render it capable of carrying communications services.

*12.1.1 Anything to the contrary in this Section 12 notwithstanding, PACIFIC shall be required to terminate all fiber within its Central Offices by physically connecting such fiber to a fiber distribution frame. Such fiber

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shall be considered Dark Fiber and PACIFIC shall make it available to MCIm in accordance with the requirements of this Section 12.

12.2 Intentionally Omitted.

12.3 Intentionally Omitted.

12.4 Intentionally Omitted.

*12.5 Spare Fiber Inventory Availability and Condition

All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned. Spare dark fiber does not include maintenance spares, defective fibers, or fibers subscribed to by other carriers.

12.6 Determining Spare Fibers:

PACIFIC will inventory and track spare dark fibers. Spare fibers do not include the following:

Maintenance spares.

Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: 2 maintenance spare fibers
- Cables with 36 and 48 fibers: 4 maintenance spare fibers
- Cables with 72 and 96 fibers: 8 maintenance spare fibers
- Cables with 144 fibers: 12 maintenance spares
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares

12.7 Defective fibers

Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to MCIm for use under this Agreement.

12.8 Intentionally Omitted.

12.9 Quantities and Time Frames for ordering Dark Fiber:

*12.9.1 The minimum number of fiber strands that MCIm can order is two, and fiber strands must be ordered in multiples of two.

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12.9.2 Intentionally Omitted.

12.10 Intentionally Omitted.

12.11 Intentionally Omitted.

12.12 Intentionally Omitted.

12.13 MCIm may test the quality of the Dark Fiber to confirm its usability and performance specifications. PACIFIC will test the fiber to determine transmission levels prior to turning that fiber over to MCIm. Those test results will be provided to MCIm allowing MCIm to determine if that fiber segment meets MCIm's needs.

12.14 Intentionally Omitted.

12.15 Intentionally Omitted.

12.16 Intentionally Omitted.

12.17 Intentionally Omitted.

12.18 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an PACIFIC approved splitter shelf. This arrangement allows for non-intrusive testing. PACIFIC will install demarcations and make connectivity from the dark fiber to the demarcation point. MCIm will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to MCIm's equipment.

12.19 MCIm may place and utilize industry accepted Dense Wavelength Division Multiplexing capabilities for use on PACIFIC's dark fiber. Any equipment utilized in conjunction with dark fiber by MCIm will be placed on MCIm side of the demarcation point.

*12.20 REQUIREMENTS

12.20.1 PACIFIC shall offer all Unused Transmission Media to MCIm as an unbundled element in accordance with the prices set forth in Appendix Pricing.

12.20.2 PACIFIC shall provide a single point of contact (SPOC) for negotiating all Unused Transmission Media lease agreements.

12.20.3 PACIFIC shall provide Unused Transmission Media in working order.

12.20.4 PACIFIC shall provide to MCIm information regarding the location, availability and performance of Unused Transmission Media within five (5) business days for a records based answer and ten (10) business days for a

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field based answer, after receiving a request from MCIm ("Request"). Within such time period, PACIFIC shall send to MCIm written confirmation of availability of the Unused Transmission Media ("Confirmation"). From the time of the Request to ninety (90) days after Confirmation, PACIFIC shall reserve such requested Unused Transmission Media for MCIm's use and may not allow any other party to use such media, including PACIFIC.

12.20.5 PACIFIC shall make Unused Transmission Media available to MCIm within twenty (20) business days after it receives written confirmation from MCIm that the Unused Transmission Media previously deemed available by PACIFIC is wanted for use by MCIm. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MCIm to connect or splice MCIm provided transmission media (e.g., optical fiber) or equipment to the Unused Transmission Media.

12.20.6 PACIFIC shall include forecasted MCIm requirements in the design and expansion of its network and capacity to accommodate requests under this Section 12.

*12.21 REQUIREMENTS SPECIFIC TO DARK FIBER

12.21.1 Dark Fiber shall meet the manufacturers' design specifications.

12.21.2 MCIm may test Dark Fiber leased from PACIFIC using MCIm or MCIm designated personnel. PACIFIC shall provide appropriate interfaces to allow interconnecting and testing of Dark Fiber. PACIFIC shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

12.21.3 Pricing

12.21.3.1 When MCIm submits an inquiry for dark fiber or orders dark fiber, MCIm will pay the appropriate rates for dark fiber inquiry, dark fiber and dark fiber cross connect to collocation as set forth in the Pricing Appendix.

13.0 SIGNALING AND DATABASES

13.1 Signaling Networks

13.1.1 General Description and Specifications of the Unbundled Element: As described in this section, PACIFIC will make available interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion. PACIFIC will also make available unbundled nondiscriminatory access to SS7 signaling links and PACIFIC's Signaling

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Transfer Points (STPs).The provision of Unbundled SS7 Interconnection Service is not available under this agreement by mutual agreement of the parties. However, Unbundled SS7 Interconnection Service may be incorporated into this agreement by Appendix or amendment as applicable at a subsequent date by mutual agreement of the parties.

*13.2 Advanced Intelligent Network Databases ("AIN")

13.2.1 General Description and Specifications of the Unbundled Element

13.2.1.1 MCIm may purchase the entire set of Advanced Intelligent Network ("AIN") features or functions, or any one or any combination of such features or functions, on a customer-specific basis. PACIFIC will provide MCIm with query access to PACIFIC's AIN SCP or successor databases to support AIN services in two ways: from PACIFIC's unbundled switch element residing in an AIN-capable end office or from MCIm's own switch. PACIFIC will provide MCIm access to PACIFIC's End-Office triggers when MCIm purchases PACIFIC's LSNE in order to invoke MCIm developed AIN services residing on PACIFIC's SCP or successor databases. AIN database access may not be used to access other databases.

13.2.2 Form of Access

13.2.2.1 MCIm's query access to PACIFIC's AIN SCPs will be via interconnection at PACIFIC's Regional or Local STPs consistent with existing network interface specifications and using messages conforming with Telcordia's Technical Reference TR-NWT-001285. The requirements for these messages may be modified by AIN access mediation (specifications not yet available).

13.2.3 General Terms and Conditions

13.2.3.1 PACIFIC will require access mediation to prevent unauthorized changes or access to data resident in its AIN database. Such access mediation will also provide network management functions to prevent MCIm traffic overloads from interfering with PACIFIC's AIN SCP operation.

13.2.3.2 PACIFIC will provide access to AIN call-related databases in a non-discriminatory and competitively neutral manner for use by MCIm for its own Customers exclusively. Subject to the Parties' respective obligations under the law to permit resale, MCIm will not be permitted to alter such access to PACIFIC's AIN SCP for use in part or in whole by third parties.

13.2.3.3 MCIm access to PACIFIC's AIN SCP and AIN based services deployed on such SCP will be mutually agreed upon on an individual case basis with all rates, terms, and conditions to be

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determined depending upon the specific nature of MCIm's request. The parties will cooperate to conduct on a reasonably prompt basis such testing as may be necessary to determine the technical feasibility of MCIm's request.

13.2.4 SMS For AIN

13.2.4.1 General Description and Specifications of the Unbundled Element

This product will allow MCIm to update AIN service data residing in PACIFIC's AIN network for use on MCIm lines.

13.2.4.2 Form of Access

13.2.4.21PACIFIC will provide MCIm access to PACIFIC's AIN service management system ("SMS") for the purpose of provisioning MCIm-developed AIN services residing on PACIFIC's SCP. PACIFIC will also provide MCIm access to PACIFIC's AIN SMS for the purpose of provisioning MCIm's own customer data, in which case MCIm shall have access to an unbundled PACIFIC AIN service residing on PACIFIC's AIN SCP. PACIFIC will provide, at MCIm's request, electronic access to an AIN SMS system when available.

13.2.4.2.2The Parties will mutually agree to the rates for such access.

13.2.4.3 Access to the Service Creation Environment ("SCE") of the AIN Database

13.2.4.3.1 General Description and Specifications of the Unbundled Element

13.2.4.3.1.1 PACIFIC will provide MCIm access to PACIFIC's AIN Service Creation Environment ("SCE") for the creation and modification of AIN services. The Parties will mutually agree to the rates, terms, and conditions applicable to such access. All AIN services may require testing in PACIFIC's AIN laboratory prior to deployment into the network. Testing will evaluate compatibility with PACIFIC's network nodes, interaction with other AIN, 800/888, Operator Services, and other switch-based features, and appropriate use of network resources.

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13.2.4.3.2. Form of Access. PACIFIC will provide to MCIm the following forms of access to SCE and any other forms of access mutually agreed upon:

i. Under Option 1, MCIm personnel will operate PACIFIC's SCE terminals themselves.

ii. Under Option 2, MCIm will develop service logic using MCIm's Telcordia SPACE platform and will transfer the file to PACIFIC for testing and deployment.

13.2.5. General Terms and Conditions

Either party may initiate Alternate Dispute Resolution, pursuant to Appendix GT&C, to resolve disputes regarding AIN.

13.3 Intentionally Omitted.

13.4 Customer Records in LIDB

13.4.1 Facilities-based carriers and UNE-P providers are responsible for administering their Customer records in LIDB. Facilities based carriers will administer their records through direct interfaces to the LIDB SMS. UNE-P carriers can choose to administer their data either through LSRs or direct access to the LIDB SMS, but not both. MCIm's failure to properly administer its customer records in LIDB may result in LIDB based services working incorrectly.

13.4.2 SMS For LIDB: PACIFIC will provide access to the Service Management System for LIDB, referred to as the LIDB Administrative System (LIDB/AS) if MCIm requests such access. The parties agree to negotiate the terms and conditions of such access at the time MCIm requests such access. Access to LIDB/AS will allow MCIm to create, modify, update or delete the Customer line information in the LIDB. For a MCIm Customer, line information includes, but is not limited to, telephone number and pre-assigned calling card PIN and billed number screening data (collect and third number billing indicators). The LIDB updates are processed continuously through service order input to LIDB/AS, which then updates LIDB.

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Page 343 of 508

Service	Combination	Service Description	Options	Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)
Switched Services (Using PACIFIC UNE Switching)	2 Wire loop & Port	VG Service – POTS	• Assured Link	
Switched Services (Using PACIFIC UNE Switching)	2 wire loop & Port	ISDN (BRI) – POTS		
Switched Services (Using PACIFIC UNE Switching)	4 wire DS-1 loop & Port	PBX service	• Super trunk • DID • DOD • 2way	
Switched Services (Using PACIFIC UNE Switching)	4 wire DS-1 loop & Port	PBX ISDN (PRI)		
Switched Services (e.g., loops to MCIm provided switching)	2 wire loop & cross connect	LOOP to COLLO equipment	• Assured Link • Digital link (ISDN/xDSL) • Cooper Switched Digital link • Data Conditioning	

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Service	Combination	Service Description	Options	Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)
Switched Services (e.g., loops to MCIm provided switching)	4 wire loop & cross connect	LOOP to COLLO equipment	• Assured Link • Digital link (ISDN/xDSL) • Copper Switched Digital link • Data Conditioning	
Switched Services (e.g., loops to MCIm provided switching)	2/4 wire loop (DS-1 or xDSL)+ high speed data Transport	High speed data service Customer Prem to MCIm CO		
EEL	DS-1 Mux + high speed data Transport	MUX (e.g., D-4) connected to high speed data transport facilities to MCIm CO or MCIm Collocation space, at MCIm's option (This is a basic hi-cap to Mux at the LEC end office--- the loop facilities would be ordered on a separate combination and that combination would have a CFA to this facility)	• The MUX channel plugins would be ordered on the loop to mux combo.	
EEL	2/4 wire loop to existing Mux (MCIm to supply Mux CFA)	Analog loop to Mux (MCIm to provide CFA)	• Assured Link • Data Conditioning • Channel plugs supporting loop facilities to customer prem.	

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Service	Combination	Service Description	Options	Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)
EEL	4 wire loop to Mux (MCIm to supply Mux CFA)	Analog loop to Mux (MCIm to provide CFA)	• Assured Link • Data Conditioning • D4 Channel plugs supporting loop facilities to customer prem.	
Prem to Prem Service	2 wire loop + transport + 2 wire loop (transport optional)	VG service Prem to Prem	• Assured Link • Digital link (ISDN/xDSL) • Data Conditioning	
Prem to Prem Service	4 wire loop + transport + 4 wire loop (transport optional)	VG service Prem to Prem	• Assured Link • Digital link (ISDN/xDSL) • Data Conditioning • Bridging	

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Service	Combination	Service Description	Options	Ancillary Equipment Necessary to Make Combination Function (PACIFIC to fill in)
Prem to Prem Service	2 wire loop + transport + 4 wire loop (vise versa) (transport optional)	VG service Prem to Prem	• Assured Link • Digital link (ISDN/xDSL) • Data Conditioning	
Prem to Prem Service	4 wire or fiber loop + transport + 4 wire or fiber loop (transport optional)	High speed data transport (e.g., OC-n, or DS-1/3 Service) Prem to Prem		
EEL	2/4 wire loop + Multiplexing + high speed data Transport (MCIm to supply Mux CFA)	The EEL allows MCIm to serve a customer by extending a customer's loop from the end office serving that customer to a different office or distant MCIm collocation arrangement, at MCIm's option.	• EELs may optionally be ordered in a two-part arrangement. See combinations 5a and 5b.	

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APPENDIX:

WP

TABLE OF CONTENTS

1. **SERVICE PROVIDED** 3

2. **USE OF SUBSCRIBER LISTING INFORMATION** 5

3. **PRICING** 5

4. **ASSIGNMENT** 5

5. **LIABILITY** 5

6. **INCORPORATION BY REFERENCE** 6

7. **MULTIPLE DIRECTORIES** 6

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APPENDIX WP

WHITE PAGES DIRECTORY APPENDIX

PACIFIC and MCIm agree to the following terms and conditions for the printing and distribution of White Pages directories:

1. SERVICE PROVIDED

1.1 PACIFIC publishes White Pages directories for geographic areas in which MCIm also provides local exchange telephone service, and MCIm wishes to include listings information for its customers in the appropriate PACIFIC White Pages directories. Subject to the governmental rules and regulations and PACIFIC's tariffs, and PACIFIC's associated practices, in support thereof, applicable to the provision of White Pages directories, PACIFIC will include in appropriate White Pages directories the primary alphabetical listings of all MCIm customers located within the local directory scope. PACIFIC will provide the information necessary for one basic yellow page listing to its directory publisher, in the same manner as such information is provided for PACIFIC's customers, with the expectation that such listing will be included in the applicable directory. The rules, regulations and practices regarding directories are subject to change from time to time by PACIFIC. PACIFIC shall notify MCIm of major changes regarding White Pages in advance of implementing such changes via an Accessible Letter.

1.2 MCIm shall furnish to PACIFIC, in a form acceptable to both Parties, subscriber listing information pertaining to MCIm customers located within the local directory scope, along with such additional information as PACIFIC may reasonably require to prepare and print the alphabetical listings of said directory.

1.3 MCIm shall provide MCIm's subscriber listing information to PACIFIC for inclusion in the White Pages directory via an electronic feed of the listing information to PACIFIC's listing database or, if the electronic feed mechanism is inoperable, by other means mutually agreed to by the parties (e.g. contact Account Manager, fax). Upon receipt of a request from a third party directory publisher, including Pacific Bell Directory, for subscriber listing information, PACIFIC will provide to that third party directory publisher MCIm subscribers' listing information upon receipt of any applicable compensation from such publisher to PACIFIC. Such information shall be alphabetically interfiled (interspersed) and indistinguishable from PACIFIC's subscriber listing information. Upon MCIm's request to PACIFIC, MCIm shall receive a verification list or in the alternative, in the event of technical unavailability, an extraction report, sixty (60) days prior to

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the directory close date. PACIFIC and MCIm agree to work together to establish a process for delivery of the verification lists. MCIm is responsible, upon receipt of such information, to validate and return MCIm's Customer listing for the directory 30 days prior to the directory deadline.

*1.4 Each MCIW subscriber will receive one copy per primary customer listing of PACIFIC White Pages directory, including co-bound directories where applicable, and PACIFIC expects that such customer will receive a copy of the Yellow Pages directory, where not co-bound in the same manner and at the same time that they are delivered to PACIFIC 's subscribers during the annual delivery of newly published directories. PACIFIC has no obligation to provide any additional White Page directories above the directories provided to MCIm or MCIm customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, MCIm may provide to PACIFIC written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, PACIFIC will deliver the remaining directories included in MCIm's order in bulk to an address specified by MCIm.

*1.5 If MCIm's customer already has a current ILEC directory, ILEC shall not be required to provide a directory to that customer until new directories are published for that customer's location. The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference. If MCIm provides its subscriber listing information to PACIFIC 's listings database, PACIFIC will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to MCIm customers listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to MCIm. Included in this rate, MCIm will receive for its customer, one primary listing in PACIFIC 's WP directory, a listing in PACIFIC 's directory assistance database and, at the time of annual distribution of newly published directories, one copy of the directory provided to either MCIm's customers, or in bulk to the MCIm location. PACIFIC has no obligation to warehouse WP directories for MCIm or provide WP directories to MCIm's customers subsequent to the annual distribution of newly published directories.

1.6 At MCIm's request, PACIFIC will include MCIm specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory covering the geographic area of MCIm's Customers on an "index-type" informational page. At its option, MCIm shall provide PACIFIC with its logo and information in the form of a camera ready copy, sized at $1/8^{th}$ of a page. This page will also include specific information pertaining to other CLECs.

1.7 MCIm may purchase at cost based rates one full page, one sided informational in the White Pages Directory covering the geographic area of MCIm's customers.

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Sixty (60) days prior to the directory close, MCIm shall provide this informational in the form of camera ready copy.

2. USE OF SUBSCRIBER LISTING INFORMATION

MCIm authorizes PACIFIC or its affiliated directory publisher to use the subscriber listing information provided to PACIFIC pursuant to this Appendix, for inclusion in the appropriate printed directories and directory assistance databases where such service is provided to MCIm by PACIFIC. PACIFIC uses MCIm listings to update/publish the Directory Assistance Data Base and the WP directory(ies). Provided that PACIFIC and MCIm have an effective interconnection agreement, PACIFIC shall provide MCIm's customer listings to independent directory publishers to the extent PACIFIC gives its customer listings to such publishers.

3. PRICING

3.1 Additional Listing Services (e.g., foreign listings) can be purchased by MCIm for its customers on a per listing basis. MCIm shall pay PACIFIC for all such listings provided to MCIm's customers. The rates for additional listing services described herein are identified in PACIFIC's tariff rates as defined in CAL. PUC Tariff No. 175T Section 9.3.

3.2 Where MCIm's customer requires additional listings to appear in the White Pages directory, PACIFIC will assess MCIm a monthly charge for such listings at existing PACIFIC tariff rates as defined in CAL. PUC Tariff No. 175T Section 9.3.

4. ASSIGNMENT

The subscriber listing information shall remain the property of MCIm. Except as stated herein, PACIFIC shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall PACIFIC authorize any other company, outside the SBC family of companies, or any person to use the subscriber listing information for any other purpose. PACIFIC shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures PACIFIC takes to protect its own listings from unauthorized use), whether by PACIFIC, its agents, employees or others.

5. LIABILITY

5.1 MCIm hereby releases PACIFIC from any and all liability for damages due to errors or omissions in MCIm's subscriber listing information as provided to PACIFIC under this appendix, and/or MCIm's subscriber listing information as it

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appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.2 MCIm shall indemnify, protect, save harmless and defend PACIFIC (or PACIFIC's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in MCIm's subscriber listing information as it appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information. MCIm shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against MCIm and PACIFIC, and/or against PACIFIC alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in MCIm's subscribers listing information in the White Pages directory, PACIFIC may, at its option, assume and undertake its own defense, or assist in the defense of MCIm, in which event MCIm shall reimburse PACIFIC for reasonable attorney's fees and other expenses incurred by PACIFIC in handling and defending such demand, claim and/or suit.

6. INCORPORATION BY REFERENCE

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in other appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

7. MULTIPLE DIRECTORIES

Use of the term "directory" in the singular throughout this appendix shall, where applicable, be deemed to include multiple directories (including directories provided for contiguous areas to the extent these directories are provided to PACIFIC's retail customers) covering the same geographic area of MCIm's customers that are published on behalf of PACIFIC.

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APPENDIX:

XDSL

1. INTRODUCTION

1.1 This Appendix xDSL sets forth the xDSL-Capable Loop offerings, and associated rates, terms and conditions, that PACIFIC will offer to MCIm for MCIm to use in conjunction with its desired xDSL technologies and equipment to provision xDSL services to its customers.

1.2 Nothing in this Appendix xDSL shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Appendix xDSL also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein.

1.3 The recognized standards shall include but not be limited to American National Standards Institute (ANSI) standards and those developed within the International Telecommunications Union (ITU).

1.4 PACIFIC shall provide MCIm with the UNEs and reporting associated with UNEs, described in this Appendix xDSL in compliance with the performance standards set forth in Appendix Performance Measures of this Agreement and those set forth in CC Docket No. 96-98, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking,* FCC 99-238, (released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (Plan of Record or POR), the Uniform and Enhanced OSS POR (OSS POR) and any specific state commission or FCC rule, order, or mandated industry standard proceeding.

1.5 At any time after the date of the Commission's final order in the Line Sharing Phase of the Local Competition Rulemaking R.93-04-003/I.93-04-002, either Party may request that this Agreement be amended. The Parties agree to promptly begin good faith negotiations to incorporate new terms which comply with the Commission's rulings in that Order. In the event such new terms are not negotiated within 90 days after such notice, or if the Parties are unable to agree, either Party may submit the matter to the Commission under the Dispute Resolution process detailed in Section 29.13.

2. DEFINITIONS

2.1 For the purpose of this Appendix xDSL, a Loop and Sub-loop are as defined in Appendix UNE (Section 1).

2.2 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry

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standard body. Loop technologies presumed acceptable for deployment include, but are not limited to those referenced in Attachment A.

2.3 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under 2.2. above. Deployment of non-standard xDSL-based technologies are allowed as provided in this Appendix xDSL.

2.4 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or Intermediate Distribution Frame (IDF)

2.5 Digital Subscriber Loop or "xDSL-capable loops" describes loops, which may support various technologies and services over all-copper loops or as may be required under the FCC's Order on Reconsideration or the Permanent Line Sharing Proceeding. The 'x' in xDSL is a placeholder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-bit rate Digital Subscriber Line), HDSL2 (high bit rate digital subscriber line 2-wire), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), RADSL (Rate-Adaptive Digital Subscriber Line), MVL (multiple virtual lines), and G.Lite.

3.0 GENERAL TERMS AND CONDITIONS RELATING TO XDSL CAPABLE LOOPS

3.1 PACIFIC agrees to provide a copper loop for MCIm to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix xDSL. PACIFIC will provision UNEs at least equal in performance and quality with what it provides to itself, or to an affiliate or subsidiary. PACIFIC will not impose limitations on the transmission speeds of xDSL services; provided, however, PACIFIC does not guarantee transmission speeds, available bandwidth nor imply any service level.

3.2 MCIm's use of any PACIFIC network element, or of its own equipment or facilities in conjunction with any PACIFIC network element, will not materially interfere with or impair service over any facilities of PACIFIC, its affiliated companies or connecting and concurring carriers involved in PACIFIC services, cause damage to PACIFIC's plant, impair the privacy of any communications carried over PACIFIC's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, PACIFIC may discontinue or refuse service if MCIm violates this provision, provided that such termination of service will be limited to MCIm's use of the element(s) causing the violation. PACIFIC will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCIm demonstrates that their use of the network element is not the cause of the

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network harm. If PACIFIC does not believe MCIm has made the sufficient showing of harm, or if MCIm contests the basis for the disconnection, either Party must first submit the matter to dispute resolution as described in the General Terms and Conditions Appendix of this Agreement. Any claims of network harm by PACIFIC must be supported with specific and verifiable supporting information.

3.3 PACIFIC shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the CPUC or the FCC prior to use. However, PACIFIC will publish non-binding Technical Publications to communicate current standards and their application as set forth in CC Docket No. 98-147, *First Report and Order and Further Notice of Proposed Rulemaking,* FCC 99-48, (rel. March 31, 1999).

3.4 Each Party reserves its right to contest whether any xDSL service is subject to the resale and unbundling requirements of federal and state law.

3.5 The provision of DSL services is subject to a variety of technical constraints, including loop length and the current design of the loop, which must be free of excessive bridged taps, and loading coils. In addition, clear spectral compatibility standards and spectrum management rules and practices are necessary to ensure the quality, integrity, and reliability of the PACIFIC's network and its existing services.

3.6 To ensure spectral compatibility, industry standards bodies such as American National Standards Institute (ANSI) have developed or are in the process of developing Power Spectrum Density (PSD) mask standards to enable multiple technologies to coexist within binder groups. The Parties shall abide by the FCC and/or T1E1.4 spectral management rules and guidelines pertinent for the designated PSD mask type at all times.

*3.7 LIABILITY

Each Party agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on PACIFIC's facilities, the Party ("Indemnifying Party") will compensate the other Party for actual costs it incurs, as a result of the Indemnifying Party's use of non-standard xDSL technology causing damage, service interruption or DSL service degradation, or damage to the other Party's ("Indemnitee") facilities. For purposes of this Section 3.7, non-standard XDSL technologies shall be as defined in Section 2.2 of this Appendix xDSL.

3.7.1 For any xDSL technology, MCIm's use of any PACIFIC network element, or its own equipment or facilities in conjunction with any PACIFIC network element, will not materially interfere with or impair service over any facilities of PACIFIC, its affiliated companies or connecting and concurring carriers involved in PACIFIC's services, cause damage to

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PACIFIC's plant, impair the privacy of a communications carried over PACIFIC's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, PACIFIC may discontinue or refuse service if MCIM violates this provision, provided that such termination of service will be limited to MCIm's use of the element(s) causing the violation. PACIFIC will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, MCIm demonstrates that its use of the network element is not the cause of the network harm. If PACIFIC does not believe MCIm has made the sufficient showing of harm, or if MCIm contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by PACIFIC must be supported with specific and verifiable supporting information.

3.8 Indemnification

3.8.1 Covered Claim: Each Party will indemnify, defend and hold harmless the other Party from any claim for damages caused by the Indemnifying Party's use of non-standard xDSL technology in connection with or on PACIFIC's facilities, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any third party telecommunications service provider or telecommunications user. Non-standard DSL technology is a DSL technology not authorized in Section 5.

3.8.2 Indemnification hereunder shall be pursuant to the terms of Section 27 of the General Terms and Conditions of this Agreement.

4. xDSL LOOP OFFERINGS

*4.1 PACIFIC shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist, provided, however, that PACIFIC shall make available to MCIm any facilities modification policy on a non-discriminatory basis and at parity with what PACIFIC provides itself, its affiliates or any CLEC other than MCIm. This shall not apply where physical facilities exist, but conditioning is required. In that event, MCIm must be given the opportunity to evaluate the parameters of the xDSL service (or HFPL service) to be provided and determine whether and what type of conditioning it may request to be performed. All conditioning shall be performed at the sole discretion and request of MCIm. In addition, the loop should be provisioned to meet basic electrical standards such as metallic conductivity and capacitive and resistance balance. Use of shielded cross connect cable for ADSL will be at the option of MCIm.

*4.2 For each loop described below, MCIm will, at the time of ordering, notify PACIFIC as to the Power Spectrum Density (PSD) mask of the

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technology that MCIm will deploy. If and when a change in PSD mask is made, MCIm will immediately notify PACIFIC. Likewise, PACIFIC will disclose to MCIm, upon request, information with respect to the number of loops using advanced service technology within the binder and the type of technology employed on those loops. PACIFIC will use the PSD provided by MCIm for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, MCIm shall provide PACIFIC with a technical description of the technology including power masks for inventory purposes. Anything to the contrary in this Section 4.2 notwithstanding, if the FCC determines that PSD mask information is not required for spectrum management, MCIm shall not be required to provide PSD MASK information to PACIFIC.

4.3 A 2-wire xDSL loop is a copper loop over which MCIm may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length) for loops 12,000 feet or less. However removal of load coils, repeaters or excessive bridge taps on an existing loop length greater than 12,000 feet is optional, subject to condition charges, and will be performed at MCIm's request. The rates set forth in Appendix Pricing shall apply.

4.4 A 2-Wire Digital Loop for purposes of this Section is 160Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the UNE Appendix and the rates in the Pricing Appendix. 4.5 A 4-Wire xDSL loop for purposes of this section, is a copper loop over which MCIm may provision DSL Technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length) for loops less than 12,000 feet or less. However, removal of load coils, repeaters or excessive bridged tap on an existing loop length greater than 12,000 feet is optional, subject to condition charges, and will be performed at MCIm's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL loop.

5. DEPLOYMENT OF NON-STANDARD TECHNOLOGY

Pacific shall not deny MCIm's request to deploy any loop technology that is presumed acceptable for deployment by MCIm, unless it has been demonstrated by Pacific to the CPUC in accordance with FCC orders that MCIm deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services. For the purpose of this section, "significantly degrade" means to noticeably impair a service form a user's perspective as caused by technology. In the event that MCIm wishes to

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introduce a new technology that does not conform to existing industry standards, and has not been approved by an industry standards body, the FCC, or a state commission. MCIm shall provide documentation that demonstrates that its proposed deployment meets the threshold for presumption of acceptability. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that MCIm wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to PACIFIC and the Commission before or at the time of its request to deploy such technology within PACIFIC. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. In the event that PACIFIC rejects a request by MCIm for provisioning of advanced services, PACIFIC will disclose to MCIm information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within three to five (3-5) days of the denial.

5.1 If loop technology is deployed without significant degradation for twelve (12) months, or industry standards for the technology are established, whichever occurs first, the Parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

*5.1.1 For the twelve (12) month period following the approval of this Agreement by the CPUC, MCIm may order loops other than those loop technologies presumed acceptable for deployment for the provision of service in California on a trial basis, without the need to make any showing to the CPUC. Each technology trial will not be deemed successful until it has been deployed without significant degradation caused by the technology for twelve (12) months or until industry standards have been established, whichever occurs first. Upon request by MCIm, PACIFIC may cooperate with MCIm in the testing and deployment (i.e., field trial) of new xDSL technology.

5.1.2 If MCIm can demonstrate to the CPUC that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services, PACIFIC will not deny MCIm's right to deploy new loop technologies that do not conform to the industry standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services).

*5.1.3 PACIFIC will not deploy any technology covered by this Appendix xDSL or Appendix Line Sharing for its own retail operations, for the retail operations of an affiliate, or to provide service to a third party (whether retail or wholesale) until it has made ordering procedures for the related

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unbundled loop type, and reasonable rates, terms and conditions for such loop type, available to MCIm. PACIFIC shall not be required to provide any information about third parties which are not affiliated with PACIFIC.

5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, PACIFIC will provide a loop to support the new technology for MCIm as follows:

5.2.1 If the technology requires the use of a 2-Wire or 4-Wire loop that meets the engineering design criteria of a 2-Wire or 4-Wire loop already provisioned by PACIFIC, then PACIFIC will provide MCIm a loop capable of supporting the new xDSL technology at the same rates listed for the appropriate 2-Wire and 4-Wire loops and associated loop conditioning as needed. All other conditioning shall only be performed upon request by MCIm

5.2.2 In the event that a xDSL technology requires a loop type that differs from the engineering design criteria of a 2-Wire or 4-Wire xDSL loop already provisioned by PACIFIC, the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology and infrastructure. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process.

5.3 If PACIFIC or other CLEC claims that a MCIm service is significantly degrading the performance of other advanced services or traditional voice band services, then PACIFIC must notify MCIm and allow MCIm a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that PACIFIC or other CLEC demonstrates to the CPUC that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, MCIm shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

5.4 Sub-Loop: In locations where Pacific has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology or (3) entirely fiber optic facilities to the customer, Pacific will make the following options available to MCIm:

5.4.1 Where spare or dead count copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, MCIm has the option of requesting Pacific to make copper facilities available.

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*5.4.2 MCIm has the option of collocating a DSLAM in, or adjacent to, Pacific's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When MCIm collocates its DSLAM at, or adjacent to, PACIFIC's RTs, PACIFIC will provide MCIm with unbundled access to subloops to allow MCIm to access the copper wire portion of the loop.

5.4.3 Where MCIm is unable to obtain spare or dead count copper loops necessary to provision a DSL service, and Pacific has placed a DSLAM in the RT, Pacific must unbundle and provide access to its DSLAM. Pacific is relieved of this unbundling obligation only if it permits MCIm to collocate its DSLAM in Pacific's remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.

6. PROVISIONING

6.1 PACIFIC will not guarantee that the local loop(s) ordered will perform as desired by MCIm for xDSL-based services, but will guarantee, at time of installation, basic metallic loop parameters, including continuity and pair balance. MCIm requested testing by PACIFIC beyond these parameters would be billed on a time and materials basis at the applicable tariffed rates. On loops where MCIm has not specifically requested that conditioning be performed, PACIFIC maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at MCIm's request, PACIFIC will verify continuity, the completion of all requested conditioning, and will repair at no charge to MCIm any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, PACIFIC will remove load coils, repeaters, and excessive bridge taps at no charge to MCIm. Provisioning shall include conditioning (i.e. removal of load coils, repeaters, or excessive bridged taps) for xDSL loops less than 12,000 feet, and any conditioning requested by MCIm for loops greater than 12,000 feet.

6.2 "Proof of Continuity" performed during Acceptance Testing shall be determined by performing a physical fault test, from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. The loop will be tested to meet basic metallic loop parameters, pair balance, and electrical characteristics such as electrical conductivity and capacitive and resistive balance. Internal test performed by Pacific at the Central Office during the provision process shall be done at no charge to MCIm. PACIFIC is not required to provide the results of this internal test to MCIm.

6.3 Pacific shall provide Cooperative Acceptance testing as outlined in Section 9 of this Appendix xDSL.

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6.4 MCIm shall designate, at MCIm's sole option, what loop conditioning PACIFIC is to perform in provisioning the xDSL loop(s) and subloop(s) on the loop order. Conditioning may be ordered on loop(s) and subloop(s) of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop and subloop will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitate and resistive balance. The provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

6.5 The provisioning and installation interval for xDSL-capable loops where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop) on orders for 1-20 loops per order or per customer location, will be 3 - 5 business days, or the provisioning and installation interval applicable to PACIFIC's tariffed xDSL-based services, or its affiliate's, whichever is shorter.

6.6 The provisioning and installation intervals for xDSL-capable loops, where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per customer location, will be 10 business days, or the provisioning and installation interval applicable to PACIFIC's tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is shorter. In the event MCIm's customers require conditioning during non-working hours, the due date may be adjusted consistent with customer release of circuit and out-of-hours charges may apply.

6.7 Orders for more than 20 loops per order or per customer location, where no conditioning is requested will have a provisioning and installation interval of 10 business days, or as agreed upon by the Parties. In the event MCIm's customers require conditioning during non-working hours, the due date may be adjusted consistent with customer release of circuit and out-of-hours charges may apply.

6.8 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

6.9 Subsequent to the initial order for a xDSL capable loop, subloop, additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, MCIm agrees that standard offered intervals do not constitute performance measurement commitments.

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6.10 MCIm, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop when used to provision ADSL over a DSL-capable loop provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

7. SERVICE QUALITY AND MAINTENANCE

7.1 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops greater than 12,000 will only be provided on a time and material basis as set out elsewhere in this Agreement. On loops where MCIm has requested that no conditioning be performed, PACIFIC's maintenance will be limited to verifying loop suitability based on POTS design criteria (TR-60, 1999). For loops having had partial or extensive conditioning performed at MCIm's request, PACIFIC will verify continuity, the completion of all requested conditioning, and will repair at no charge to MCIm any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, PACIFIC will remove load coils, repeaters, and excessive bridge taps at no charge to MCIm. Provisioning shall include conditioning (i.e. removal of load coils, repeaters, or excessive bridged taps) for xDSL loops less than 12,000 feet, and any conditioning requested by MCIm for loops greater than 12,000 feet.

7.2 MCIm will pay time and material charges when MCIm reports a suspected failure of a network element and PACIFIC dispatches personnel to the customer's demarcation, PACIFIC central office, remote terminal and trouble was not caused by PACIFIC's responsibility. These charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. When MCIm reports trouble to PACIFIC, and PACIFIC finds no trouble with its facilities or equipment, and subsequently, MCIm dispatches a technician and the trouble is PACIFIC's responsibility, then PACIFIC will pay MCIm the same rates as PACIFIC charges MCIm for dispatch.

7.3 Pacific and MCIm agree to coordinate in good faith any testing, repair and maintenance that will significantly impact service provided by the other party. MCIm may request cooperative testing. If trouble occurs with Unbundled Network Elements provided by PACIFIC, MCIm will first determine whether the trouble is in MCIm's own equipment and/or facilities or those of the customer. If MCIm determines the trouble is in PACIFIC's equipment and/or facilities, MCIm will issue a trouble ticket to PACIFIC.

8. SPECTRUM MANAGEMENT

MCI will advise Pacific of the Power Spectal Density "PSD" mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long

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as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, MCI will notify Pacific as to the type of PSD mask MCI intends to use on the ordering form, and if and when a change in PSD mask is made, MCI will notify Pacific. MCI will abide by standards pertinent for the designated PSD mask type. If PACIFIC initiates a reconfiguration of loops into a different binder group, it shall do so in a competitively neutral manner consistent with all relevant industry standards and at no cost to MCIm.

8.1 PACIFIC agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. PACIFIC will attempt to assign loops so as to minimize interference between and among advanced services, including xDSL-based services, and other services. PACIFIC may not segregate xDSL technologies into designated binder groups without specific state commission review and approval, or approved industry standard. In all cases, PACIFIC will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by MCIm or by PACIFIC as well as competitively neutral as between different xDSL services. Where disputes arise, PACIFIC and MCIm will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, PACIFIC will, upon request from MCIm, disclose within 3-5 days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

8.2 In the event that a loop technology without industry standards for spectrum management is deployed, PACIFIC, MCIm and the specific state commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services based on the FCC, T1E1.4, and ITU spectral management rules and guidelines. These standards are to be used until such time as industry standards exist. When MCIm offers xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the specific state commission, or by the specific state commission in the absence of industry agreement, it may order local loops based on agreed-to performance characteristics. PACIFIC will assign the local loop consistent with the agreed-to spectrum management standards.

8.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix xDSL, PACIFIC and MCIm agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

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8.4 Within 90 days after general availability of equipment conforming to industry spectrum management standards or the mutually agreed upon standards developed by the industry in conjunction with the specific state commission or FCC, if PACIFIC and/or MCIm is providing xDSL technologies or other advanced services for which there is no spectrum management standard, then PACIFIC and/or MCIm must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such new standards at its own expense. If the development of these procedures is not completed within 90 days after MCIm's request to develop these procedures, PACIFIC and MCIm will jointly seek expedited resolution by the specific state commission of all remaining issues.

9.0 ACCEPTANCE TESTING

9.1 PACIFIC and MCIm agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery.

9.2 Should MCIm desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.

9.2.1 If the LSR was placed without a request for Acceptance Testing, and MCIm should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.

9.3 Acceptance Testing Procedure:

9.3.1 Upon delivery of a loop to/for MCIm, PACIFIC's field technician will call the LOC and the LOC tester will call a toll free number provided by MCIm to initiate performance of a series of Acceptance Tests.

9.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the PACIFIC field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

9.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the PACIFIC field technician will not perform a short or open circuit due to technical limitations.

9.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, MCIm will provide PACIFIC with a confirmation number and PACIFIC will complete the order. MCIm will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

9.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with MCIm on the

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line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the MCIM representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, PACIFIC will re-contact the MCIM representative to repeat the Acceptance Test. When the aforementioned test parameters are met, MCIm will provide PACIFIC with a confirmation number and PACIFIC will complete the order. If MCIM xDSL service does not function as desired, yet test parameters are met, PACIFIC will still close the order. PACIFIC will not complete an order that fails Acceptance Testing.

9.3.4 Until such time as MCIm and PACIFIC agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, MCIm agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, PACIFIC agrees that should MCIm open a trouble ticket and an PACIFIC network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an PACIFIC fault), PACIFIC, upon MCIm request, will adjust MCIm's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

9.3.5 PACIFIC will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by MCIm when MCIm cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. PACIFIC may then close the order utilizing existing procedures, document the time and reason, and may bill MCIm as if the Acceptance Test had been completed and the loop accepted, subject to Section 9.4 below.

9.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from PACIFIC error as determined through standard testing procedures, MCIm will be credited for the cost of the Acceptance Test. Additionally, MCIm may request PACIFIC to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 9.4 below.

9.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

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9.4 Acceptance Testing Billing

9.4.1 MCIm will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing. In any calendar month after the first sixty (60) days of the agreement, MCIm may indicate that it believes that PACIFIC is failing to install loops that are acceptable under the terms and definitions of this Appendix.

9.4.1.1 PACIFIC will perform an unbiased random sampling of MCIm's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that PACIFIC is correctly provisioning loops with continuity and ordered conditioning ninety percent (90%) of the time over any 2 month period of time, PACIFIC may continue charging for Acceptance Testing for all. If the sampling results show that PACIFIC is not correctly provisioning loops ninety percent (90%) of the time, or greater, PACIFIC may then perform a comprehensive analysis of the population.

9.4.1.2 If the sampling results from Section 9.4.1.1 above show that PACIFIC is in non-compliance with the conditioning success rate, as defined in this Appendix, then MCIm will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of MCIm's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

9.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, PACIFIC may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 9.4.1.2 above, be performed to determine whether PACIFIC can show compliance with the minimum success rates, as defined in Section 9.4.1.1 above. If the sampling result show PACIFIC is again in compliance, billing for Acceptance Testing shall resume.

9.4.1.4 Regardless of whether PACIFIC is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. PACIFIC will not bill for loop repairs when the repair resulted from a PACIFIC problem.

10.0 *THE CHARGES FOR ACCEPTANCE TESTING SHALL BE AS FOLLOWS:

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REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	UBC++	$44.00	$23.00

**Rates subject to tariff changes.

If requested by MCIm, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

11. RATES

11.1 See Appendix Pricing. Loop conditioning for loops of 12,000 feet or less are at no charge.

12. Omitted Intentionally.

*13. OSS

13.1. General: PACIFIC will provide MCIm with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in PACIFIC's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, MCIM will be given nondiscriminatory access to the same loop makeup information that PACIFIC is providing any other CLEC and/or PACIFIC's retail operations or its advanced services affiliate.

13.2. Loop Pre-Qualification: Subject to 13.14 above, PACIFIC's pre-qualification will provide a near real time response to MCIM queries. Until replaced with OSS access as provided in 5.1, PACIFIC will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to MCIm and is available at no charge.

13.3. Loop Qualification. Subject to 13.14 above, PACIFIC's pre-ordering will provide a near-real time response to MCIM queries. PACIFIC will provide mechanized access to actual loop make-up information, where this information is contained in Pacific's electronic databases, via Verigate, DataGate, EDI and CORBA for use with xDSL-based, HFPL, or other advanced services. Where actual loop make-up information is not available, PACIFIC will provide designed loop provisioning information via

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Verigate, DataGate, EDI and CORBA. Loop make-up information includes, but is not limited to, information listed in 5.4. Loop pre-qualification is optional and available at no charge. However, loop qualification is not optional for loops over 12,000 feet. Appropriate charges, if any, for loop make-up information is set forth in the Appendix Pricing. As more particularly describe below , this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

13.4. Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in PACIFIC's electronic databases. MCIM will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

13.5. Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. MCIm will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

13.6. Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. MCIM will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

13.7. All three categories of loop qualification are subject to the following:

13.7.1. If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to MCIm.

13.7.2. If MCIm elects to have PACIFIC provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to PACIFIC affiliate, whichever is less.

13.7.3. If the results of the loop qualification indicate that conditioning is available, MCIM may request that PACIFIC perform conditioning at charges set forth in Appendix Pricing. MCIm may order the loop without conditioning or with partial conditioning if desired.

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13.7.4. For HFPL, if MCIM's requested conditioning will degrade the customer's analog voice service, PACIFIC is not required to condition the loop. However, should PACIFIC refuse MCIm's request to condition a loop, PACIFIC will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

14 LOOP MAKE-UP DATA

14.1 If MCIm elects to have PACIFIC provide loop make-up data through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to PACIFIC's affiliate, whichever is less.

14.2 Parties agree to follow the outcomes of CC Docket No.96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, FCC 99-238,(released November 5, 1999), Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("OSS Plan of Record" or "OSS POR") and any state or federal commission mandated industry standard proceeding, During this proceeding, Parties have agreed that loop qualification includes, but is not limited to the following information:

- Loop length
- Loop length by segment
- the length by gauge
- 26 guage equivalent loop length (calculated)
- Presence of load coils
- Quality of load coils (if applicable)
- Presence of bridged taps
- Length of bridged taps (if applicable)
- Presence of pair gain devices, DLC, and/or DAML
- Qualification status of the loop based on specified PSD, if no PSD class is specified , the default PSD is class 5 (ADSL)
- Presence of repeaters
- Location of repeaters
- Type of repeaters
- Quantity of repeaters
- Type of Plant (aerial or buried)
- Type of Loop (copper or fiber)
- Portion that is copper or fiber

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- Length that is copper or fiber
- Availability of spare facilities;
- Quantity of bridged tap by occurrence
- Location of bridged tap by occurrence
- Quantity of Low pass filters
- Location of Low pass filters
- Quantity of Range extenders
- Location of Range extenders
- Number of gauge changes
- Location of pair gain devices
- Location of DLC
- Quantity of DLCs
- Location of RSU (Remote Switching Unit)
- Type of RSU (Remote Switching Unit)
- Resistance Zone

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Attachment A

xDSL Technologies Presumed Acceptable for Deployment

The technologies listed in this Attachment A are presumed acceptable for deployment. This list should be expanded as additional services are deployed, or industry standards developed. As standards are developed or updated, these standards shall automatically incorporated by a reference as if fully set forth herein.

The following technologies currently have a national standard in place:

Technology	Standard
ADSL	T1E1 LB869 (T1E1.4/2000-002R3)/ANSI T1.413 1998 (Issue 2) FDM/ITU 992.1
SDSL	(2B1Q) ANSI TR.28/ ITU 991.1
IDSL	ANSI T1.601
HDSL	ANSI TR28/ITU 991.1
HDSL2	
VDSL	
RADSL	ANSI T1.413 1998 (Issue 2)
MVL	
G.Lite	

The following technologies have been successfully deployed with no apparent degradation of the performance of other services although speeds are not guaranteed by PACIFIC PACIFIC .

SDSL	160 kb/s - 784 kb/s
SDSL	1.0 – 1.5 Mb/s

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APPENDIX:

911

TABLE OF CONTENTS

1. **DEFINITIONS** 3

2. **RESPONSIBILITIES** 4

3. **METHODS AND PRACTICES** 7

4. **CONTINGENCY** 7

5. **BASIS OF COMPENSATION** 8

6. **LIABILITY** 8

7. **MUTUALITY** 9

8. **INCORPORATION BY REFERENCE** 9

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Appendix 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE (CALIFORNIA)

This appendix between PACIFIC and MCIm sets forth the terms and conditions upon which PACIFIC will provide MCIm's connection to E911 Universal Emergency Number Service.

1. DEFINITIONS

As used herein and for the purpose of this appendix, the following terms shall have the meanings set forth below:

1.1 E911 Universal Emergency Number Service (also referred to as Expanded 911 Service or Enhanced 911 Service) - a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone call dialed to 911.

1.2 E911 Customer - a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire services through the use of one telephone number, 911.

1.3 End–User - the E911 caller.

1.4 Public Safety Answering Point (PSAP) - an answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

1.5 Centralized Automatic Message Accounting (CAMA) trunk – a trunk that utilizes MF signaling protocol. CAMA was originally designed for billing purposes, capable of transmitting a single telephone number.

1.6 Automatic Number Identification (ANI) - Telephone number associated with the access line from which a call originates.

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1.7 Automatic Location Identification (ALI) - The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.

1.8 Selective Routing and Selective Router (SR) - The routing and equipment used to route a 911 call to the proper PSAP based upon the location of the caller. Selective routing is controlled by the ESN which is derived from the customer location.

1.9 Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 9-1-1 systems.

1.10 Company Identifier (Company ID) - A 3 – 5 character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

2. RESPONSIBILITIES

2.1 PACIFIC shall provide and maintain such equipment at the E911 Selective Router and the DBMS as is necessary to perform the E911 services set forth herein. This shall include some or all of the following:

2.1.1 Transporting the E911 calls from the meet-point with MCIm facilities connecting MCIm's exchanges to the Selective Router of the E911 systems.

2.1.2 Switching the E911 calls through the Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 customer.

2.1.3 Storing the names, addresses, and associated telephone numbers from MCIm's exchanges in the electronic data processing database for the E911 DBMS. MCIm or its representatives is responsible for downloading and updating this information. PACIFIC agrees to treat all data on MCIm subscribers provided under this Appendix as strictly confidential and to use data on MCIm subscribers only for the purpose of providing E911 services.

2.1.4 Transmission of ANI and ALI information associated with MCIm's End-Users accessing E911 service to the PSAP for display at an attendant position console.

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2.2 PACIFIC shall provide and maintain sufficient dedicated E911 trunks from PACIFIC's Selective Router to the PSAP of the E911 customer, according to provisions of the PACIFIC E911 tariff Schedule Cal PUC No. A.9 and specifications of the E911 Customer.

2.3 PACIFIC shall provide MCIm with an E9-1-1 Selective Router map that correlates the exchange or rate centers with the appropriate Selective Router at the tariffed rate at the time of the execution of this Agreement.

2.4 PACIFIC shall provide MCIm with a file containing the Master Street Address Guide (MSAG) for the requested exchanges or communities on a quarterly basis via CD-ROM or other available electronic media, in accordance with the terms of PACIFIC's now current Schedule Cal PUC No. A.9. In addition, MCIm may request and PACIFIC shall make available within 48 hours for retrieval by MCIm statistical, transactional and End-User record reports of MCIm's End-User files downloaded by MCIm to PACIFIC's DBMS, so that MCIm may ensure the accuracy of their End-User records.

2.5 MCIm shall connect its switches to the E911 Selective Router by one-way outgoing, CAMA trunks (with such diversity as may be available) dedicated for originating 911 emergency service calls, according to specification in the document E911 Technical Network Interface Specifications Document contained in PACIFIC's MCIm Handbook, or by dedicated trunks using SS7 protocol in areas served by an E911 Selective Router capable of supporting SS7 connectivity for 911. MCIm acknowledges that its End-Users in a single local calling scope may be served by different Selective Routers and MCIm shall be responsible for providing facilities to route calls from its End-Users to the proper E911 Selective Router. PACIFIC shall notify MCIm of major changes and upgrades to the E911 network or database management services by Accessible Letter in advance of such changes.

2.6 PACIFIC and MCIm will work cooperatively to establish test criteria for E911 trunks and E911 database downloads.

2.7 Once E911 trunking has been established and tested between MCIm's end office and appropriate Selective Router, MCIm or its representatives shall be responsible for providing MCIm database records to PACIFIC for inclusion in PACIFIC's ALI database on a timely basis. PACIFIC and MCIm shall arrange for the automated input and periodic updating of the E911 database information related to MCIm End-Users. PACIFIC shall accept electronically transmitted files that conform to National Emergency Number Association ("NENA") Version #2 format, or as otherwise agreed to by the Parties. MCIm data shall be validated against the MSAG via the DBMS.

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2.8 PACIFIC shall update the database within two (2) business days of receiving the data from MCIm, unless PACIFIC detects an error (s). If PACIFIC detects an error in MCIm provided data, the data shall be returned to MCIm within two (2) business days from when it was provided to PACIFIC. MCIm shall respond to requests from PACIFIC to make corrections to database record errors by uploading corrected records within two (2) business days after the receipt of PACIFIC's notification of errors. Manual entry shall be allowed only in the event that the system is not functioning properly. MCIm End-User record will be updated in the E911 DBMS via the E911 DBMS electronic interface. The ALI and Selective Router databases will be subsequently updated by the E911 DBMS once MCIm End-User record is updated in the E911 DBMS. The DBMS will send completion information back to the electronic interface for retrieval by MCIm. PACIFIC agrees to work expeditiously to correct any internal processing errors between the E911 DBMS Selective Router and ALI databases.

2.9 E911 functions provided to MCIm shall be at least at parity with the support and services that PACIFIC provides to its subscribers for such similar functionality.

2.10 At no additional cost in a resale situation, where it may be appropriate for PACIFIC to update the ALI database, PACIFIC shall update such database with MCIm data in an interval no less than is experienced by PACIFIC subscribers, or subscribers of any other carriers.

2.11 PACIFIC shall adopt use of a Company Identifier (NENA standard five-character field) on all ALI records received from MCIm. The Company Identifier will be used to identify the carrier of record in facility configurations.

2.12 PACIFIC shall notify MCIm when scheduling testing or maintenance that affects MCIm 911 service, at least 48 hours in advance where reasonably possible. PACIFIC shall provide notification as soon as possible of any unscheduled outage affecting MCIm 911 service. PACIFIC will notify MCIm of major network changes impacting MCIm as soon as PACIFIC is reasonably aware of such changes.

2.13 Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. Where there is an alternate means of transmitting a 911 call to a PSAP, in the event of failures within the PACIFIC 911 network, such alternate means will be available to MCIm. PACIFIC shall assign E911 trunks on diverse interoffice facilities where diverse routes are already available or planned. PACIFIC shall periodically review the circuit design to ensure that the diverse routing is maintained and rectify any diversity violations. At MCIm's option and expense, diversity will be upgraded to utilize the highest level of diversity available in the network.

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2.14 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level.

2.15 PACIFIC shall begin restoration of E911 trunking facilities immediately upon notification of failure or outage. PACIFIC must provide priority restoration of trunks or networks outage on the same terms and conditions it provides itself. MCIm will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to MCIm demarcation (e.g. collocation). PACFIC will be responsible for the coordination and restoration of all 911 Network maintenance problems beyond the demarcation (e.g. collocation). MCIm is responsible for advising PACIFIC of the circuit identification when notifying PACIFIC of a failure or outage. The parties agree to work cooperatively and expeditiously to resolve any 911 outage. Pacific will refer network trouble to MCIm if no defect is found in PACIFIC's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

2.16 Where PACIFIC manages the E911 database, PACIFIC shall establish a process for the management of NPA splits by populating the ALI database with the appropriate NPA codes.

2.17 All 911 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).

3. METHODS AND PRACTICES

With respect to all matters covered by this appendix, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of PACIFIC's tariff, rules and regulation of the FCC, the California Public Utilities Commission, and the State of California 911 program requirements and operations manual, that apply to the provision of E911 Service.

4. CONTINGENCY

The terms and conditions of this appendix are subject to renegotiation in the event that the E911 Customer or State of California orders changes to the E911 service that necessitate revision of this appendix.

5. BASIS OF COMPENSATION

5.1 Rates for access to E911 Services are set forth in PACIFIC's Schedule CAL PUC Tariff No. A.9.

5.2 Charges shall begin on the date connection to E911 Service commences.

*represents a Non-Voluntary Arrangement.

6. LIABILITY

6.1 PACIFIC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. PACIFIC shall not be liable to MCIm, its End-Users or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after PACIFIC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from MCIm until service is restored.

6.2 MCIm's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event, MCIm provides E911 Service to PACIFIC, MCIm shall not be liable to PACIFIC, its Customers or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after MCIm has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from the Customer until service is restored.

6.3 MCIm agrees to release, indemnify, defend and hold harmless PACIFIC from any and all loss, claims, demands, suits and other action, or any liability whatsoever, except for claims arising as a direct result of PACIFIC's own negligence or willful misconduct, arising out of PACIFIC's provision of service hereunder or out of MCIm's End-Users' use of the E911 Service, whether suffered, made, instituted or asserted by MCIm, its End-Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by MCIm, its End-Users or others.

6.4 MCIm also agrees to release, indemnify, defend and hold harmless PACIFIC from any and all loss, claims, demands, suits or other actions involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service hereunder, except which arise out of the negligence or other wrongful act of PACIFIC.

*represents a Non-Voluntary Arrangement.

7. MUTUALITY

MCIm agrees that to the extent it offers the type of services covered by this appendix to any company, that should PACIFIC request such services, MCIm will provide such services to PACIFIC under terms and conditions comparable to the terms and conditions contained in this appendix.

8. INCORPORATION BY REFERENCE

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in other appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

*represents a Non-Voluntary Arrangement.

AMENDMENT NO. 1

TO THE INTERCONNECTION AGREEMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY

AND

ADVANCED TELCOM, INC.

WHEREAS, Advanced TelCom, Inc. ("Advanced TelCom") filed Advice Letter No. 29 dated February 4, 2002 seeking to sectionally adopt the provisions of the Interconnection Agreement between Pacific Bell Telephone Company ("PACIFIC") and MCImetro Access Transmission Services, LLC ("MCImetro Agreement"), with the exception of the rates, terms and conditions set forth in Appendix Reciprocal Compensation to such Agreement relating to reciprocal compensation and the Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms to such Agreement, including any legitimately related terms.

WHEREAS, PACIFIC and Advanced TelCom are hereby filing this Amendment to incorporate rates, terms and conditions relating to intercarrier compensation into the Parties' Interconnection Agreement;

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Effective Date"); and

NOW THEREFORE the Parties agree as follows:

I. The Agreement is amended to add the Negotiated Reciprocal Compensation Appendix to such Agreement as Attachment 17, which is attached hereto and incorporated herein by this reference. This Attachment 17 shall replace in its entirety Appendix Reciprocal Compensation and the Amendment Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms of the underlying MCI Agreement and any legitimately related terms.

II. All other terms of the Agreement will remain the same.

III. This Amendment is effective only for the term of the Agreement.

IV. This Amendment shall be filed with and subject to approval by the CPUC.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

*PACIFIC BELL TELEPHONE COMPANY By: SBC Telecommunications, Inc., its authorized agent	Advanced TelCom, Inc. By: Lon E. Blake
By: O R Stanley **O. R. Stanley** President - Industry Markets	Print Name: LON E. BLAKE Title: DIRECTOR OF REGULATORY AFFAIRS
Date Signed: FEB 25 2002	Date Signed: 2-19-02

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC,* No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Pacific Bell Telephone Company does not waive any of its rights, remedies or arguments with respect to such decisions or proceedings or any remands thereof, including its right to seek legal review or a stay of such decisions or proceedings and its rights contained in the Interconnection Agreement. Pacific Bell Telephone Company further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Pacific Bell Telephone Company does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Pacific Bell Telephone Company the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

ATTACHMENT 17

NEGOTIATED APPENDIX RECIPROCAL COMPENSATION (AFTER FCC ORDER NO. 01-131)

TABLE OF CONTENTS

1.0 APPENDIX SCOPE AND TERM 4

2.0 ILEC DESIGNATIONS 5

3.0 CLASSIFICATION OF TRAFFIC 6

4.0 RESPONSIBILITIES OF THE PARTIES 8

5.0 LOCAL CALL TERMINATION 8

6.0 NON-LOCAL CALL TERMINATION 9

7.0 OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX 10

8.0 MCA TRAFFIC -- SBC-MO 10

9.0 TRANSIT TRAFFIC COMPENSATION 11

10.0 OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX 12

11.0 INTRALATA 800 TRAFFIC 13

12.0 MEET-POINT-BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION 13

13.0 INTRALATA TOLL TRAFFIC COMPENSATION 15

14.0 BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT 15

15.0 BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET 16

16.0 RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS 17

17.0 ADDITIONAL TERMS AND CONDITIONS 19

APPENDIX RECIPROCAL COMPENSATION

This Appendix provides for Reciprocal Compensation rates, terms, and conditions for all intercarrier telecommunications traffic exchanged pursuant to the underlying Interconnection Agreement ("Agreement") Advanced TelCom, Inc. as a Competitive Local Exchange Carrier in this state (hereafter, "CLEC") and one of the following SBC Communications Inc.-owned Incumbent Local Exchange Carriers (hereafter, "ILEC"): **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation), Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company (a Texas limited partnership), and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin** (but only to the extent that the agent for the applicable SBC-owned ILEC executed the underlying Agreement for such SBC-owned ILEC). The Parties hereby agree as follows:

WHEREAS, CLEC obtained the underlying Agreement by requesting adoption of an existing Agreement with ILEC pursuant to Section 252(i) of the Federal Telecommunications Act of 1996 (known as the "Most Favored Nations" or "MFN" provision of the Act); and

WHEREAS, on April 18, 2001, the Federal Communications Commission (FCC) adopted its "Order on Remand and Report and Order" in its Intercarrier Compensation proceeding regarding traffic to Internet Service Providers (ISPs) (hereafter, the "ISP Intercarrier Compensation Order");[1] and

WHEREAS, the FCC in that Order suspended MFN requests affecting ISP and other Internet-bound traffic, stating in pertinent part:

> *Because we now exercise our authority under section 201 to determine the appropriate intercarrier compensation for ISP-bound traffic, however, state commissions will no longer have authority to address this issue. For this same reason, as of the date this Order is published in the Federal Register, carriers may no longer invoke section 252(i) to opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic[footnote omitted]. Section 252(i) applies only to agreements arbitrated or approved by state commissions pursuant to section 252; it has no application in the context of an intercarrier compensation regime set by this [Federal Communications] Commission pursuant to section 201 [footnote omitted].2*

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1 *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic;* CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131 (released April 27, 2001).

2 ISP Intercarrier Compensation Order, para 82 (emphasis added).

AND, WHEREAS the rates, terms and conditions for ISP traffic are legitimately-related to all other rates, terms and conditions for intercarrier compensation under the Agreement and have been negotiated in their entirety in this Appendix.

NOW, THEREFORE, ILEC and CLEC agree to the following rates, terms and conditions for all intercarrier traffic, including ISP and Internet-bound traffic, for the duration of the underlying Agreement, intending this document to be executed, filed, and approved as a negotiated Appendix separate from the underlying MFN Agreement.

1.0 APPENDIX SCOPE AND TERM

1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.

1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.

1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.

1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.

1.5 This Appendix is intended to supercede and replace any and all Appendices, Attachments, Rate Schedules, or other sections of the underlying Interconnection Agreement that set forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC. Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

1.6 The Parties agree that this Appendix also governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between ILEC and CLEC in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Telecommunications Act of 1996.

1.7 The Parties agree that this Appendix shall be coterminous with the underlying Agreement and shall not extend or alter the term and termination provisions of the Agreement, subject to the exceptions in subsection 1.7.1 below.

1.7.1 Retroactive Application back to the Effective Date of the Underlying MFN. The Parties recognize that an MFN interconnection agreement often receives speedier state approvals than the negotiated Appendix which will be affixed to that interconnection agreement. To the extent that the date of state approval of the underlying MFN interconnection agreement precedes the date of state approval of this Appendix, the Parties agree that the rates, terms and conditions of the Appendix will, upon state approval, apply retroactively to the date of state approval of the underlying MFN Agreement.

2.0 ILEC DESIGNATIONS

2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.3 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

2.5 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2.6 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.

2.7 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.

2.8 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.

2.9 **SWBT-AR**-As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.

2.10 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.

2.11 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

2.12 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

2.13 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

3.0 CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.

3.2 For purposes of this Appendix, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:

(a) both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

(b) both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that share a common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.

3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in **SBC-12STATE**, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.

3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.

3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

5.0 LOCAL CALL TERMINATION

5.1 The compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.

5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Reciprocal Compensation Terminating Rates, attached hereto and incorporated by reference as if fully set forth below:

5.3 Tandem Serving Rate Elements:

5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.

5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.

5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.4 End Office Serving Rate Elements:

5.4.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.

5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC in the monthly billing cycle.

5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6.0 NON-LOCAL CALL TERMINATION

6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in section 5.0 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic

- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.2 The Parties agree that, for the purposes of this Amendment, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5.0 above does not apply, and that the underlying Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

6.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the underlying Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

7.0 OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX

7.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **SWBT-OK**, **SWBT-KS**, **SWBT-AR**, and **SWBT-TX** are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8.0 MCA TRAFFIC -- SBC-MO

8.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

9.0 TRANSIT TRAFFIC COMPENSATION

9.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits a **SBC-13STATE** network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **SWBT-MO**. The rates that **SBC-13STATE** shall charge for transiting CLEC traffic are outlined in Appendix Pricing.

9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third

party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

9.3 The CLEC shall not bill **SBC-13STATE** for terminating any Transit traffic, whether identified or unidentified, i.e. whether **SBC-13STATE** is sent CPN or is not sent CPN by the originating company.

9.4 In those **SBC-13STATE**s where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **SBC-13STATE** is the PTC, **SBC-13STATE** shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, **SBC-13STATE** shall reimburse the terminating carrier at **SBC-13STATE**'s applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

9.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

10.0 OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX

10.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a **SBC-SWBT** one-way or two-way optional exchange and the other End User is within the **SWBT-KS**, **SWBT-AR**, and/or **SWBT-TX** local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party Independent LEC that shares a common mandatory local calling area with all **SWBT-MO**, **SWBT-KS**, **SWBT-AR**, and **SWBT-TX** exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

11.0 INTRALATA 800 TRAFFIC

11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

12.0 MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

12.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

12.3 Billing to Interexchange Carriers (IXCs) and ESPs for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, CLEC is the Initial Billing Company (IBC) and **SBC-13STATE** is the Subsequent Billing Company.

12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

12.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.

12.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When ILEC performs 800 database queries, ILEC will charge the end office provider for the database query in accordance with standard industry practices.

12.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

12.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. **SBC-13STATE** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, **SBC-13STATE** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

12.9 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

12.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13.0 INTRALATA TOLL TRAFFIC COMPENSATION

13.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but not to exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the ILEC's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14.0 BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

14.1 In **SBC-SWBT** other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:

14.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.

14.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.

14.5 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.

14.6 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.

14.7 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

14.8 MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

14.9 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with **SBC-13STATE**s, **SBC-13STATE**s will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

15.0 BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

15.1 In **SBC-AMERITECH**, **NEVADA**, **PACIFIC**, and **SNET**, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:

15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and

15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.

15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal

business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16.0 RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order.") The Parties agree that by executing this Appendix and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the ILEC's option to invoke on a date specified by ILEC the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

16.2 ILEC agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

16.3 ILEC and CLEC agree to carry out the FCC terminating compensation plan on the date designated by ILEC without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

16.4 Should a regulatory agency, court or legislature change or nullify the ILEC's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among ILEC, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

16.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

16.6 Because of the possibilities in section 16.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among ILEC, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

16.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.

16.8 The parties agree to that the foregoing rates, terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.

16.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17.0 ADDITIONAL TERMS AND CONDITIONS

17.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between ILEC and CLEC, but that as to the Reciprocal Compensation rates, terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

v. 4 - 7/20/2001

Appendix Reciprocal Compensation Terminating Rates

California		
End Office Local Termination - Interoffice - Terminating		
Set up charge, per call	$	0.007000
Duration charge, per MOU	$	0.001870
Tandem Switching - Shared Transport		
Set up charge, per call	$	0.001130
Duration charge, per MOU	$	0.000670
Switched Transport - Common		
Fixed Mileage per MOU (Fixed Mileage)	$	0.001330
Variable Mileage per MOU per Mile (Variable Mileage)	$	0.000021

AMENDMENT

TO THE INTERCONNECTION AGREEMENT

BETWEEN

SBC PACIFIC BELL TELEPHONE COMPANY AND

ADVANCED TELCOM, INC.

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY ("PACIFIC")*, formerly Pacific Bell, and Advanced TelCom, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on May 16, 2002, the California Public Utilities Commission ("Commission") adopted D.02-05-042, establishing interim monthly recurring prices for unbundled loop and switching ("Decision");

WHEREAS, the Commission ordered that all interconnection agreements between Pacific and other carriers be amended to reflect the reduced loop and switching prices;

WHEREAS, the reduced prices are interim pending the Commission's decision on final unbundled loop and switching rates and are subject to adjustment from May 16, 2002 through the date of adoption of final prices.

WHEREAS, pursuant to the Commission's Decision this amendment ("Amendment") shall become effective thirty (30) days after filing,

NOW THEREFORE the Parties agree as follows:

I. Appendix Pricing, Attachment A to the Agreement shall be amended to substitute the prices for unbundled loop and switching with the prices set forth in Attachment A, which is attached hereto and incorporated herein.

II. The prices for unbundled loop and switching set forth in Attachment A shall be effective as of May 16, 2002.

III. Pacific shall make billing adjustments in accordance with ordering paragraphs 4 and 5 of the Commission's Decision, D.02-05-042.

IV. The Parties agree that executing this Amendment shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to any such rate changes, including but not limited to

any Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review or a stay of any such, decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.

V. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

VI. This Amendment is effective only for the term of the Agreement.

VII. This Amendment shall be filed with and shall be subject to approval by the Commission.

VIII. This Amendment is dated July 19, 2002.

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. __ (2002)). The Parties further acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. By executing this Amendment, PACIFIC does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. 2002). By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, PACIFIC does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by PACIFIC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

ATTACHMENT A

Loops	Recurring	
2-Wire Analog (Basic) Zone 1	$	8.38
2-Wire Analog (Basic) Zone 2	$	11.27
2-Wire Analog (Basic) Zone 3	$	19.64
2-Wire Analog (Basic) Statewide /1/	$	9.93
2-wire Digital Zone 1 /2/	$	12.68
2-wire Digital Zone 2 /2/	$	15.92
2-wire Digital Zone 3 /2/	$	24.61
2-wire Digital Statewide /1/	$	14.37
Switching		
Ports		
2 Wire Analog Port	$	0.88
Usage		
Interoffice Originating		
Setup per Call	$	0.001817
Holding Time per MOU	$	0.000563
Interoffice Termination		
Setup per Call	$	0.002142
Holding Time per MOU	$	0.000572
Intraoffice		
Setup per Call	$	0.004280
Holding Time per MOU	$	0.001108
Tandem Switching		
Setup per Call	$	0.000155
Setup per Completed Message	$	0.000234
Holding Time per MOU	$	0.000139
Reciprocal Compensation		
Interoffice Termination		
Setup per Call	$	0.002142
Holding Time per MOU	$	0.000572
Tandem Switching		
Setup per Call	$	0.000155
Setup per Completed Message	$	0.000234
Holding Time per MOU	$	0.000139
Vertical Features		
Call Forwarding Variable	$	0.17
Busy Call Forwarding	$	0.17
Delayed Call Forwarding	$	0.17
Call Waiting	$	0.17
Three Way Calling	$	0.17
Call Screen	$	0.19
Message Waiting Indicator	$	0.17
Repeat Dialing	$	0.20
Call Return	$	0.20
Call Forwarding Busy/delay	$	0.17
Remote Call Forwarding	$	0.28
Speed Calling 8	$	0.17
Speed Calling 30	$	0.17

Vertical Features - Continued		Recurring
Intercom	$	0.19
Intercom Plus	$	0.19
Remote Access to Call Forwarding	$	0.18
Select Call Forward	$	0.18
Direct -Shared	$	0.17
Direct -Unshared	$	0.17
Call Trace	$	0.17
Speed Call 6	$	0.17
Call Restriction	$	0.27
Distinctive Ringing	$	0.17
Directed Call Pickup	$	0.17
WATS Access per Port	$	0.17
WATS Access per Group	$	0.53
Caller ID	$	0.22
Caller ID Blocking	$	0.18
Caller Hold	$	0.17
DNCF	$	0.29
Hunting	$	0.09
DSL Capable Loops:		
2-Wire Digital Loop ISDN/IDSL		
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 1	$	12.68
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 2	$	15.92
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 3	$	24.61
PSD #1 - 2-Wire Digital Loop ISDN/IDSL StateWide /1/	$	14.37
2-Wire xDSL Loop		
PSD #1 - 2-Wire xDSL Loop Zone 1	$	8.38
PSD #1 - 2-Wire xDSL Loop Zone 2	$	11.27
PSD #1 - 2-Wire xDSL Loop Zone 3	$	19.64
PSD #1 - 2-Wire xDSL Loop Statewide /1/	$	9.93
PSD #2 - 2-Wire xDSL Loop Zone 1	$	8.38
PSD #2 - 2-Wire xDSL Loop Zone 2	$	11.27
PSD #2 - 2-Wire xDSL Loop Zone 3	$	19.64
PSD #2 - 2-Wire xDSL Loop Statewide /1/	$	9.93
PSD #3 - 2-Wire xDSL Loop Zone 1	$	8.38
PSD #3 - 2-Wire xDSL Loop Zone 2	$	11.27
PSD #3 - 2-Wire xDSL Loop Zone 3	$	19.64
PSD #3 - 2-Wire xDSL Loop Statewide /1/	$	9.93
PSD #4 - 2-Wire xDSL Loop Zone 1	$	8.38
PSD #4 - 2-Wire xDSL Loop Zone 2	$	11.27
PSD #4 - 2-Wire xDSL Loop Zone 3	$	19.64
PSD #4 - 2-Wire xDSL Loop Statewide /1/	$	9.93
PSD #5 - 2-Wire xDSL Loop Zone 1	$	8.38
PSD #5 - 2-Wire xDSL Loop Zone 2	$	11.27
PSD #5 - 2-Wire xDSL Loop Zone 3	$	19.64
PSD #5 - 2-Wire xDSL Loop Statewide /1/	$	9.93
PSD #7 - 2-Wire xDSL Loop Zone 1	$	8.38
PSD #7 - 2-Wire xDSL Loop Zone 2	$	11.27
PSD #7 - 2-Wire xDSL Loop Zone 3	$	19.64
PSD #7 - 2-Wire xDSL Loop Statewide /1/	$	9.93

HFPL Loop

HFPL Loop Zone 1	$	4.19
HFPL Loop Zone 2	$	5.64
HFPL Loop Zone 3	$	9.82
HFPL Loop Statewide /1/	$	4.97

Notes:

/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs may not use both rate structures. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047.

/2/ The 2-Wire Digital Loop rates are calculated by adding the 2-Wire Analog (Basic) Loop rates to the ISDN Option rates included in the current California Recurring (OANAD) Pricing Schedule.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
SBC PACIFIC BELL TELEPHONE COMPANY
AND
ADVANCED TELCOM, INC.

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY ("PACIFIC"), formerly Pacific Bell, and ADVANCED TELCOM, INC. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on March 6, 2002, the California Public Utilities Commission ("Commission") adopted in D. 02-03-023 a Performance Incentives Plan ("PIP") which identifies performance failures and non-failures be offered to all CLECs ("Order");

WHEREAS, on June 6, 2002, the Commission adopted in D. 02-06-006 modifications clarifying implementation details of the PIP.

WHEREAS, in its June Order, the Commission provided the performance measurements adopted in D. 01-05-087, the decision model adopted in D. 01-01-037 as modified in D. 02-03-023 and an incentive payment component adopted in D. 02-03-023 shall be offered to all Pacific's CLECs, both those with and without interconnection agreements and where accepted, implemented for an initial period of at least six months or until otherwise modified by this Commission.

WHEREAS, the Commission also held that CLECs must either (1) file an amendment[1] to their interconnection agreement noting that they have accepted the Performance Incentives Plan ("PIP"); (2) file an amendment to their ICA declining to receive performance incentives credits from the Commission's PIP; or (3) jointly file a motion with Pacific requesting the Commission approve an alternate performance incentive plan.

WHEREAS, CLEC has indicated whether it has accepted or declined the PIP by checking the appropriate box below.

WHEREAS, if CLEC neither accepts the Commission's PIP, nor receives Commission approval of a different plan, Pacific will implement the PIP for CLEC as if it had accepted the plan.

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[1] In accordance with Rule 6.2 of Resolution ALJ-181.

☑ **WHEREAS CLEC has chosen to accept the PIP adopted by the Commission.**

NOW THEREFORE, the Parties agree as follows:

I. The Agreement is amended to add to the Agreement the attached Appendix Performance Measures which is attached hereto as Attachment A and incorporated herein and which incorporates by reference the Performance Incentives Plan adopted in D. 02-03-023 by the Commission.

II. The PIP is effective April 1, 2002 ("Effective Date") unless CLEC previously declined to adopt the PIP in which case, this filing will become effective, absent rejection of the advice letter by the Commission, thirty days after the filing date of the Advice Letter to which this Amendment is appended.

III. In the event of a conflict between the PIP and any existing performance measure plan in the Agreement, the provisions of the PIP shall govern.

IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

V. The provisions of this Amendment will expire coterminous with the term of the Agreement.

VI. This Amendment shall be filed with and shall be subject to the approval of the Commission.

☐ **WHEREAS CLEC has declined to receive performance incentives credits from the Commission's PIP.**

NOW THEREFORE, the Parties agree as follows:

I. The Appendix Performance Measures of the Agreement is amended to add the following provision:

1. CLEC elects not to receive any performance incentive credits from the Commission's PIP adopted in D. 02-03-023. Accordingly, CLEC shall not receive any performance incentive credits under the PIP adopted in D. 02-03-023, or any other performance measure related payments under any plan, unless and until the Parties file a joint motion with the Commission to request approval of a performance incentive plan, and such plan is approved.

2. If CLEC declines to receive the billing credits from any performance incentives plan, the PIP shall be implemented for CLEC as if it had accepted the plan, and all incentive credits generated, through both Tier I and Tier II plan structures, shall be added to the Tier II credits for disbursement to the ratepayers under the Tier II procedures.

II. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

III. The provisions of this Amendment will expire coterminous with the term of the Agreement.

IV. This Amendment shall be filed with and shall be subject to the approval of the Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

*** SBC PACIFIC BELL TELEPHONE COMPANY** **By: SBC Telecommunications, Inc., its authorized agent**	**ADVANCED TELCOM, INC.**
By: M. Auinbauh	By: Lon E. Blake
Print Name: Mike Auinbauh	Print Name: LON E. BLAKE
President - Industry Markets	Title: DIRECTOR OF REGULATORY AFFAIRS
Date Signed: SEP 9 2002	Date Signed: 8-29-02

OCN #: _____

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. __ (2002)). The Parties further acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. By executing this amendment, Pacific Bell Telephone Company does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Pacific Bell Telephone Company further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. 2002). By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Pacific Bell Telephone Company does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Pacific Bell Telephone Company the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

APPENDIX
PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

1. INTRODUCTION 3

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.2 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

1.3 As used herein, the term "**Service Bureau Provider**" means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing **PACIFIC**'s OSS application-to-application interfaces.

1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **PACIFIC** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.

1.5 Except as otherwise provided herein, the service performance measures, performance payments, and related provisions ordered by the California Public Utilities Commission in D 97-10-016 and 97-10-017, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be the exclusive plan applicable to CLECs providing service in PACIFIC ILEC exchanges and shall supersede and supplant all performance measurements previously agreed to by the Parties for PACIFIC. The terms set forth herein shall apply beginning with the calendar month of April 2002, or the first full month of service after the effective date of this Appendix for any CLEC who was not providing service under an interconnection Agreement as of April 2002. The terms set forth herein shall remain in place for the underlying term of this

Agreement. By entering into this Appendix, neither party waives or otherwise foregoes any rights it may have to appeal the aforementioned Commission orders or future Commission decisions modifying the terms of this Appendix or extending it beyond the underlying term of this Agreement, and the Parties expressly reserve such rights.

1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the State Commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **PACIFIC** shall not be obligated to make any payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to **PACIFIC**'s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

1.7 The performance payments provided hereunder shall not be the sole and exclusive remedy for the related performance failures and shall act only as an offset to damages sought in any subsequent claim by CLEC.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY[1] D/B/A SBC CALIFORNIA ("SBC California"), and CLEC ("CLEC") (collectively, the "Parties" as referenced in Attachment C) entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Unbundled Network Elements ("UNEs") by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the nonrecurring UNE costs and removing 13% from the expense portion of the monthly recurring UNE costs; and

WHEREAS, the implementation of the rate changes was stayed pending resolution of the actual adjustment amount (*see*, D. 03-07-023, Finding of Fact 2); and

WHEREAS, on July 10, 2003 ("Decision Effective Date"), the Commission issued D. 03-07-023 ("Decision") implementing the UNE recurring and nonrecurring rate changes adopted in D. 02-09-049 for certain UNEs and which, pursuant to the Decision, are deemed to have become effective on September 19, 2002 ("Rate Effective Date"); and

WHEREAS, the Decision ordered SBC California to file amendments to any interconnection agreements between itself and other carriers that contain UNE rates impacted by the Decision to implement the new recurring UNE rates ("Recurring UNE Rates") and nonrecurring UNE rates ("Nonrecurring UNE Rates") for those UNEs set forth in the Decision; and

WHEREAS, in the Decision, the Commission ordered SBC California to calculate the appropriate billing adjustments owed to or by interconnecting carriers and to ensure that these adjustments are reflected on SBC California's bills for the Recurring UNE Rates and Nonrecurring UNE Rates within sixty (60) days of the of the Decision Effective Date; and

WHEREAS, as set forth in Appendix A to the Decision, the Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage (collectively "Switching") rates are interim pending the Commission's decision on final rates and, therefore, will be subject to true-up retroactive to September 19, 2002 upon the effective date of the Commission's decision establishing final rates in CPUC Proceeding A.01-02-024 et seq., and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date") [2].

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[1] Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between SBC California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

NOW THEREFORE the Parties agree as follows:

I. The Recurring UNE Rates which are set forth in Appendix A to this Amendment and incorporated herein by this reference, shall hereby replace any monthly recurring UNE rates for corresponding UNEs in the underlying Agreement, subject to the other terms and conditions set forth herein.[3] The Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loop" or "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage rates ("Switching"), are interim, subject to true-up, pending the Commission's decision on final rates, as more specifically set forth below in Paragraph II below. All of the other Recurring UNE Rates set forth on Appendix A are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.

II. The interim Recurring UNE Rates set forth herein for Loops and/or Switching will automatically terminate and be replaced with final Loop and/or Switching Recurring rates as of the effective date of a final decision by the Commission approving final Loops and/or Switching Recurring rates in CPUC Proceeding No. A. 01-02-024/A.01-02-035, *et. seq* (the Commission's UNE Reexamination proceeding for Pacific Bell Telephone Company), subject to any appeals and associated review. Upon the Commission's establishment of final rates for Loops and/or Switching in Commission Proceeding No. A.01-02-024 et. seq., the interim, Recurring UNE Rates for the Loops and/or Switching set forth herein shall be subject to retroactive true-up back to September 19, 2002, as to any Loops and/or Switching that CLEC had in service during such true-up period, if any.

III. The Nonrecurring UNE Rates which are set forth in Appendix B to this Amendment, which are incorporated herein by this reference, shall hereby replace any Nonrecurring UNE rates for corresponding UNEs in the underlying Agreement. The Nonrecurring UNE rates set forth on Appendix B are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.

IV. In accordance with the Decision, SBC California will calculate the appropriate billing adjustments owed to or by CLEC from the Decision Effective Date, back to the Rate Effective Date for the Recurring UNE Rates and Nonrecurring UNE Rates, and will ensure that those adjustments are reflected on SBC California's bills within sixty (60) days of the Decision Effective Date.

V. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Appendices A and B to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

VI. To the extent any rates in the underlying Agreement differ from the rates on which the new Recurring and Non-recurring UNE Rates in D. 03-07-023 were based, the rates(s) set forth in the Agreement shall continue to apply without change.

VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States

[3] CLECs must lock in either the statewide average loop rate for all loops provided for in their Agreement, regardless of zone, or the deaveraged loop rates based on established zones for all loops provided for in their Agreement. CLECs may not use both rate structures.

Supreme Court's opinion in *Verizon v. FCC*, *et al,* 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; and/or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002).

VIII. The Parties acknowledge and agree that the rates set forth in this Amendment are each legitimately related to, conditioned on, and in consideration for, every other term and condition in this Amendment.

IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective as to CLEC and SBC California on the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 1, where applicable).

Appendix A
Adopted Rates

	Adopted UNE Price [1]	Interim Discount [2]	Interim UNE Price [3]
Link			
Basic or Assured Link (2-wire)	$ 11.57	15.1%	$ 9.82
Zone 1	$ 9.71	15.1%	$ 8.24
Zone 2	$ 13.17	15.1%	$ 11.19
Zone 3	$ 23.19	15.1%	$ 19.69
PBX Trunk Option	$ 2.21		
Zone 1	$ 2.26		
Zone 2	$ 2.19		
Zone 3	$ 1.89		
Coin Option	$ 2.98		
Zone 1	$ 3.04		
Zone 2	$ 2.95		
Zone 3	$ 2.54		
ISDN Option	$ 4.51		
Zone 1	$ 4.37		
Zone 2	$ 4.73		
Zone 3	$ 5.05		
Digital - 1.544 Mbps (DS1)	$ 93.91		
Zone 1	$ 89.68		
Zone 2	$ 97.78		
Zone 3	$ 119.40		
4-Wire - Link	$ 36.27		
Zone 1	$ 32.62		
Zone 2	$ 39.46		
Zone 3	$ 58.93		
4-Wire - CO Facility Interface Connection	$ 15.15		
Entrance Facilities			
Voice Grade (2W)	$ 22.75		
Voice Grade (4W)	$ 45.49		
DS1	$ 152.57		
DS3	$ 1,865.32		
DS3 (w/o equip)	$ 733.47		
Multiplexing			
DS0/DS1	$ 259.83		
DS1/DS3	$ 292.69		
Digital Cross Connect System (DCS) - Multiplexing			
DS0/DS1 per channel	$ 10.83		
DS1/DS3 per channel	$ 10.45		

[1] These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

[2] Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

[3] The rates in this column apply to those UNEs for which an interim discount was adopted.

	Adopted UNE Price [1]	Interim Discount [2]	Interim UNE Price [3]
Switching			
Ports			
2-Wire Port	$ 2.72	69.4%	$ 0.83
Coin Port	$ 3.66	69.4%	$ 1.12
Centrex Port	$ 4.21	69.4%	$ 1.29
DID Port	$ 4.11	69.4%	$ 1.26
DID Number Block	$ 0.96	69.4%	$ 0.29
ISDN Port	$ 13.93	69.4%	$ 4.26
DS1	$ 20.63		
Switch Features			
Call Forwarding Variable	$ 0.52	69.4%	$ 0.16
Busy Call Forwarding	$ 0.51	69.4%	$ 0.16
Delayed Call Forwarding	$ 0.51	69.4%	$ 0.16
Call Waiting	$ 0.51	69.4%	$ 0.16
Three Way Calling	$ 0.52	69.4%	$ 0.16
Call Screen	$ 0.58	69.4%	$ 0.18
Message Waiting Indicator	$ 0.51	69.4%	$ 0.16
Repeat Dialing	$ 0.61	69.4%	$ 0.19
Call Return	$ 0.61	69.4%	$ 0.19
Call Forward Busy/Delay	$ 0.51	69.4%	$ 0.16
Speed Calling 8	$ 0.51	69.4%	$ 0.16
Speed Calling 30	$ 0.51	69.4%	$ 0.16
Intercom	$ 0.57	69.4%	$ 0.17
Intercom Plus	$ 0.57	69.4%	$ 0.17
Remote Access to Call Forwarding	$ 0.54	69.4%	$ 0.17
Direct Connect - Shared	$ 0.51	69.4%	$ 0.16
Direct Connect - Unshared	$ 0.51	69.4%	$ 0.16
Select Call Forwarding	$ 0.54	69.4%	$ 0.17
Call Trace	$ 0.52	69.4%	$ 0.16
Speed Call 6	$ 0.51	69.4%	$ 0.16
Call Restriction	$ 0.84	69.4%	$ 0.26
Distinctive Ringing	$ 0.51	69.4%	$ 0.16
Directed Call Pickup	$ 0.52	69.4%	$ 0.16
WATS Access per Port	$ 0.51	69.4%	$ 0.16
WATS Access per Group	$ 1.69	69.4%	$ 0.52
Caller I. D.	$ 0.68	69.4%	$ 0.21
Caller I. D. Blocking	$ 0.53	69.4%	$ 0.16
Call Hold	$ 0.51	69.4%	$ 0.16
Remote Call Forwarding	$ 0.92	69.4%	$ 0.28
Hunting	$ 0.26	69.4%	$ 0.08
DNCF	$ 0.95	69.4%	$ 0.29
Switch Usage			
Interoffice - Originating			
Setup per Attempt	$ 0.00572	69.4%	$ 0.00175
Holding Time Per MOU	$ 0.00179	69.4%	$ 0.00055
Interoffice - Terminating			
Setup per Call	$ 0.00678	69.4%	$ 0.00208
Holding Time Per MOU	$ 0.00181	69.4%	$ 0.00055

	Adopted UNE Price [1]	Interim Discount [2]	Interim UNE Price [3]
Intraoffice			
Setup per Call	$ 0.01299	69.4%	$ 0.00397
Holding Time Per MOU	$ 0.00350	69.4%	$ 0.00107
Tandem Switching (associated with Shared Transport)			
Setup per Attempt	$ 0.00074	79.3%	$ 0.00015
Setup per Completed Message	$ 0.00112	79.3%	$ 0.00023
Holding Time Per MOU	$ 0.00065	79.3%	$ 0.00013
Tandem Switching (originally called "Overflow")			
Setup per Attempt	$ 0.00546	79.3%	$ 0.00113
Setup per Completed Message	$ 0.00941	79.3%	$ 0.00195
Holding Time Per MOU	$ 0.00553	79.3%	$ 0.00114
Trunk Port Termination			
End Office Termination	$ 20.63	69.4%	$ 6.31
Tandem Termination	$ 140.03	79.3%	$ 28.99
Interoffice Transmission Facilities			
Switched Transport - Shared			
Fixed Mileage per MOU	$ 0.00120		
Variable Mileage per MOU per Mile	$ 0.00002		
Switched Transport - Shared - Overflow			
Fixed Mileage per MOU	$ 0.01084		
Variable Mileage per MOU per Mile	$ 0.00002		
Switched Transport - Common			
Fixed Mileage per MOU	$ 0.00127		
Variable Mileage per MOU per Mile	$ 0.00002		
Dedicated Transport - Voice Grade			
Fixed Mileage	$ 3.05		
Variable Mileage per Mile	$ 0.19		
Dedicated Transport - DS1			
Fixed Mileage	$ 32.15		
Variable Mileage per Mile	$ 1.87		
Dedicated Transport - DS 3			
Fixed Mileage	$ 375.36		
Variable Mileage per Mile	$ 36.32		
Expanded Interconnection Service Cross Connect (EISCC)			
Voice Grade/ISDN			
EISCC	$ 0.40		
Jack Panel	$ 1.68		
DS0			
EISCC	$ 25.20		
Jack Panel	$ 5.41		
DS1			
EISCC	$ 16.29		
Jack Panel	$ 2.35		
Repeater	$ 23.87		
DS3			
EISCC	$ 46.44		
Jack Panel	$ 26.20		
Repeater	$ 102.89		

	Adopted UNE Price [1]	Interim Discount [2]	Interim UNE Price [3]
White Page Listings			
CLEC Listing	$ 0.36		
Operator Services			
Directory Assistance per call	$ 0.36		
Operator Services per Work Second	$ 0.03		
SS7			
STP Port	$ 266.11		
SS7 Links			
Voice Grade			
Fixed Mileage	$ 3.05		
Variable Mileage per Mile	$ 0.19		
DS1			
Fixed Mileage	$ 32.15		
Variable Mileage per Mile	$ 1.87		
Unbundled Loops provided over DLC to an Entrant as a Digital Facility			
per Digital Facility	$ 24.28		
per Voice Line Activated	$ 5.65		
Data Base Query			
800 Database - per Query	$ 0.00213		
Line Identifier Database (LIDB) - per Query	$ 0.00252		
Dark Fiber			
Dark Fiber -Interoffice per strand	$ 11.10		
Dark Fiber - Interoffice per foot	$ 0.00017		
Dark Fiber Loop - CO to Customer Prem-per strand	$ 10.98		
Dark Fiber Loop - CO to Customer, per foot	$ 0.00011		
Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	$ 10.98		
Dark Fiber Subloop - CO to CEV/Hut/RT per foot	$ 0.00011		
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	$ 10.98		
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	$ 0.00011		
Dark Fiber Cross Connect - Interoffice	$ 6.85		
Dark Fiber Cross Connect - Loop/Subloop	$ 6.85		
Dark Fiber Cross Connect - Subloop	$ 6.85		

(END OF APPENDIX A)

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
CROSS CONNECT								
EISCC - BASIC VG/ISDN - INITIAL (CESAR/LEX - SIMPLE)	$2.11	$3.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - BASIC VG/ISDN - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	$2.11	$3.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	$2.11	$3.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	$2.11	$3.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	$2.11	$3.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	$4.12	$4.12	$0.00	$0.00	$81.47	$36.74	$0.00	$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$81.47	$36.74	$0.00	$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	$4.12	$4.12	$0.00	$0.00	$85.58	$36.93	$0.00	$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$85.58	$36.93	$0.00	$0.00

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Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	$72.59	$54.92	$57.54	$52.95	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	$45.66	$26.50	$28.80	$24.30	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	$4.12	$2.67	$2.33	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	$4.12	$2.67	$2.33	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	$72.59	$54.92	$57.54	$52.95	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	$45.66	$26.50	$28.80	$24.30	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	$4.12	$2.67	$2.33	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	$4.12	$2.67	$2.33	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	$57.47	$52.42	$52.99	$50.37	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	$30.24	$24.34	$24.92	$22.41	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.29	$2.70	$3.02	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	$2.94	$2.70	$3.02	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
FEATURES, IN ADDITION TO SELECTED PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	$3.29	$0.00	$47.31	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	$3.29	$0.00	$19.13	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX -	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SI	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	$3.29	$0.00	$47.31	$0.00	$21.63	$15.87	$21.63	$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	$3.29	$0.00	$19.13	$0.00	$21.63	$15.87	$21.63	$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$21.63	$15.87	$21.63	$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE	$3.29	$0.00	$47.31	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	$3.29	$0.00	$19.13	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SI	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	$3.29	$0.00	$47.31	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	$3.29	$0.00	$19.13	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	$3.29	$0.00	$47.31	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE	$3.29	$0.00	$19.13	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - S	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMF	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES (IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - C(	$73.97	$45.66	$0.00	$43.19	$68.76	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COMI	$47.43	$19.13	$0.00	$15.02	$68.76	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	$0.74	$0.74	$0.00	$0.00	$68.76	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FA>	$5.76	$2.47	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX -	$5.76	$2.47	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZEL	$0.00	$0.00	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - C(	$73.97	$45.66	$0.00	$43.19	$68.38	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPL	$47.43	$19.13	$0.00	$15.02	$68.38	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	$0.74	$0.74	$0.00	$0.00	$68.38	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FA>	$5.76	$2.47	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX -	$5.76	$2.47	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZEL	$0.00	$0.00	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	$73.97	$45.66	$0.00	$43.19	$63.09	$20.39	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	$47.43	$19.13	$0.00	$15.02	$63.09	$20.39	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	$0.74	$0.74	$0.00	$0.00	$63.09	$20.39	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPL	$5.76	$2.47	$0.00	$0.00	$40.72	$13.88	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLE	$5.76	$2.47	$0.00	$0.00	$40.72	$13.88	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$40.72	$13.88	$0.00	$0.00

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Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES (IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	$73.97	$48.96	$0.00	$43.19	$70.03	$44.51	$0.00	$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	$47.43	$22.62	$0.00	$15.02	$70.03	$44.51	$0.00	$0.00
DS1 - INITIAL (MECHANIZED)	$0.33	$0.33	$0.00	$0.00	$70.03	$44.51	$0.00	$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.76	$2.47	$0.00	$0.00	$59.39	$40.14	$0.00	$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.76	$2.47	$0.00	$0.00	$59.39	$40.14	$0.00	$0.00
DS1 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$59.39	$40.14	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	$73.97	$48.96	$0.00	$43.19	$116.83	$44.21	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	$47.43	$22.62	$0.00	$15.02	$116.83	$44.21	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	$0.33	$0.33	$0.00	$0.00	$116.83	$44.21	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLE	$5.76	$2.47	$0.00	$0.00	$75.85	$38.83	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.76	$2.47	$0.00	$0.00	$75.85	$38.83	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$75.85	$38.83	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	$73.97	$48.96	$0.00	$43.19	$70.26	$45.54	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	$47.43	$22.62	$0.00	$15.02	$70.26	$45.54	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	$0.33	$0.33	$0.00	$0.00	$70.26	$45.54	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPL	$5.76	$2.47	$0.00	$0.00	$59.39	$39.04	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLE)	$5.76	$2.47	$0.00	$0.00	$59.39	$39.04	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$59.39	$39.04	$0.00	$0.00
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	$73.97	$48.96	$0.00	$43.19	$22.22	$7.69	$0.00	$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	$47.43	$22.62	$0.00	$15.02	$22.22	$7.69	$0.00	$0.00
VOICE GRADE - INITIAL (MECHANIZED)	$0.33	$0.33	$0.00	$0.00	$22.22	$7.69	$0.00	$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.76	$2.47	$0.00	$0.00	$9.52	$5.11	$0.00	$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.76	$2.47	$0.00	$0.00	$9.52	$5.11	$0.00	$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$9.52	$5.11	$0.00	$0.00

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Appendix B

Non-Recurring charges for SBC - Pacific*

LINK	Revised Service Order (Preodering, Ordering and Billing) Connect	Disconnect	Change	Record	Revised Channel Connection (Provisioning and Maintenance) Connect	Disconnect	Change	Record
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	$50.74	$53.98	$48.30	$29.32	$10.58	$11.59	$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	$35.68	$21.93	$24.40	$19.94	$29.32	$10.58	$11.59	$0.00
4 WIRE - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$29.32	$10.58	$11.59	$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$19.27	$7.55	$0.00	$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$19.27	$7.55	$0.00	$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$19.27	$7.55	$0.00	$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	$58.50	$49.76	$53.13	$48.22	$18.97	$8.68	$15.69	$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	$30.43	$21.38	$24.74	$19.91	$18.97	$8.68	$15.69	$0.00
ASSURED - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.97	$8.68	$15.69	$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.29	$1.88	$2.05	$0.00	$12.74	$5.85	$0.00	$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.29	$1.88	$2.05	$0.00	$12.74	$5.85	$0.00	$0.00
ASSURED - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.74	$5.85	$0.00	$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	$58.50	$49.76	$53.13	$48.22	$18.87	$8.71	$15.76	$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	$30.43	$21.38	$24.74	$19.91	$18.87	$8.71	$15.76	$0.00
BASIC - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.87	$8.71	$15.76	$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.29	$1.88	$2.05	$0.00	$12.88	$5.87	$0.00	$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.29	$1.88	$2.05	$0.00	$12.88	$5.87	$0.00	$0.00
BASIC - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.88	$5.87	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	$50.74	$53.98	$48.30	$106.35	$13.67	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	$35.68	$21.93	$24.40	$19.94	$106.35	$13.67	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$106.35	$13.67	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLE	$3.75	$3.70	$1.97	$0.00	$59.23	$10.91	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$59.23	$10.91	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$59.23	$10.91	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	$50.74	$53.98	$48.30	$110.38	$17.67	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	$35.68	$21.93	$24.40	$19.94	$110.38	$17.67	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$110.38	$17.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$62.03	$14.92	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$62.03	$14.92	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$62.03	$14.92	$0.00	$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	$50.74	$53.98	$48.30	$18.86	$8.71	$15.76	$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	$35.68	$21.93	$24.40	$19.94	$18.86	$8.71	$15.76	$0.00
ISDN LINK - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.86	$8.71	$15.76	$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$12.88	$5.78	$0.00	$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$12.88	$5.78	$0.00	$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.88	$5.78	$0.00	$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LOCAL SWITCHING CAPABILITY, SWITCHING PORT								
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	$52.42	$48.54	$48.54	$42.37	$7.95	$4.16	$0.04	$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	$24.24	$20.37	$20.77	$14.19	$7.95	$4.16	$0.04	$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.16	$7.95	$4.16	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	$2.05	$1.65	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	$2.05	$1.65	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$5.90	$2.02	$0.04	$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	$70.84	$48.54	$48.54	$42.37	$7.95	$4.16	$0.04	$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	$42.67	$20.37	$20.37	$11.52	$7.95	$4.16	$0.04	$0.00
CENTREX PORT - INITIAL (MECHANIZED)	$0.50	$0.50	$0.50	$0.50	$7.95	$4.16	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$5.90	$2.02	$0.04	$0.00
CENTREX SYSTEM ESTABLISH (NO SERVICE ORDER)	$0.00	$0.00	$0.00	$0.00	$27.17	$15.87	$27.17	$0.00
COIN PORT - INITIAL (MANUAL/FAX - SIMPLE)	$52.42	$48.54	$48.54	$42.37	$7.95	$4.16	$0.04	$0.00
COIN PORT - INITIAL (CESAR/LEX - SIMPLE)	$24.24	$20.37	$20.77	$14.19	$7.95	$4.16	$0.04	$0.00
COIN PORT - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.16	$7.95	$4.16	$0.04	$0.00
COIN PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	$2.05	$1.65	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
COIN PORT - ADDITIONAL (CESAR/LEX - SIMPLE)	$2.05	$1.65	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
COIN PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$5.90	$2.02	$0.04	$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	$70.84	$48.54	$48.54	$42.37	$28.18	$18.53	$0.00	$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	$42.67	$20.37	$20.37	$11.52	$28.18	$18.53	$0.00	$0.00
DID NBR BLOCK (MECHANIZED)	$0.50	$0.50	$0.50	$0.50	$28.18	$18.53	$0.00	$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	$70.84	$48.54	$48.54	$42.37	$20.37	$11.93	$0.04	$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	$42.67	$20.37	$20.37	$11.52	$20.37	$11.93	$0.04	$0.00
DID PORT - INITIAL (MECHANIZED)	$0.50	$0.50	$0.50	$0.50	$20.37	$11.93	$0.04	$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$9.67	$4.06	$0.04	$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$9.67	$4.06	$0.04	$0.00
DID PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$9.67	$4.06	$0.04	$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	$70.84	$48.54	$48.54	$42.37	$19.83	$11.89	$0.04	$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	$42.67	$20.37	$20.37	$11.52	$19.83	$11.89	$0.04	$0.00
ISDN PORT - INITIAL (MECHANIZED)	$0.50	$0.50	$0.50	$0.50	$19.83	$11.89	$0.04	$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$9.67	$4.06	$0.04	$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$9.67	$4.06	$0.04	$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$9.67	$4.06	$0.04	$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPL	$47.31	$0.00	$0.00	$0.00	$39.19	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLI	$18.03	$0.00	$0.00	$0.00	$39.19	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	$0.16	$0.00	$0.00	$0.00	$39.19	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/F. SIMPLE/COMPLEX)	$47.31	$0.00	$0.00	$0.00	$61.33	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX (SIMPLE/COMPLEX))	$18.03	$0.00	$0.00	$0.00	$61.33	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZI	$0.16	$0.00	$0.00	$0.00	$61.33	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANU SIMPLE/COMPLEX)	$0.00	$0.00	$0.00	$0.00	$15.26	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAF (SIMPLE/COMPLEX))	$0.00	$0.00	$0.00	$0.00	$15.26	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECH/	$0.00	$0.00	$0.00	$0.00	$15.26	$0.00	$0.00	$0.00
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	$35.68	$21.93	$24.40	$19.94	$167.45	$55.12	$0.00	$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	$42.67	$20.37	$20.37	$11.52	$125.41	$44.46	$0.00	$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/F/	$81.38	$54.71	$0.00	$45.66	$105.65	$31.79	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX	$55.66	$29.00	$0.00	$19.95	$105.65	$31.79	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZE	$0.50	$0.50	$0.00	$0.50	$105.65	$31.79	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANU. COMPLEX)	$3.29	$0.82	$0.00	$0.00	$81.51	$23.53	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR	$3.29	$0.82	$0.00	$0.00	$81.51	$23.53	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECH/	$0.00	$0.00	$0.00	$0.00	$81.51	$23.53	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAI COMPLEX)	$81.38	$54.71	$0.00	$45.66	$105.43	$30.74	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/I	$55.66	$29.00	$0.00	$19.95	$105.43	$30.74	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHAI	$0.50	$0.50	$0.00	$0.50	$105.43	$30.74	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	$3.29	$0.82	$0.00	$0.00	$80.17	$23.53	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	$3.29	$0.82	$0.00	$0.00	$80.17	$23.53	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$80.17	$23.53	$0.00	$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

(END OF APPENDIX B)

AMENDMENT

TO INTERCONNECTION AGREEMENT

by and between

PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA

AND

ADVANCED TELCOM, INC. d/b/a Advanced TelCom Group and ATG

This Amendment to the Interconnection Agreement (the "Amendment") is dated as of _____, 2003, by and between Pacific Bell Telephone Company d/b/a SBC California ("SBC California"), Advanced TelCom, Inc. d/b/a Advanced TelCom Group ("ATG") and GE Business Productivity Solutions, Inc. ("GEBPS").

WHEREAS, SBC California and ATG are parties to an Interconnection Agreement adopted pursuant to Rule 7 of the California Public Utilities Commission ("CPUC") and section 252 (i) of the Telecommunications Act of 1996, following Advanced TelCom, Inc.'s filing of Advice Letter No. 29 dated February 4, 2002 seeking to adopt the Interconnection Agreement between Pacific Bell and MCImetro Access Transmission Services, LLC. The effective date of this Interconnection Agreement was April 7, 2002. The Interconnection Agreement, as heretofore amended, shall be referred to herein as the Underlying Agreement;

WHEREAS, in conjunction with Advanced TelCom, Inc.'s request, an amendment for Reciprocal Compensation was prepared and filed with the CPUC on March 8, 2002;

WHEREAS, on or about July 19, 2002, the Underlying Agreement was amended to reflect the CPUC decision adopted in D.02-05-042, establishing interim monthly recurring prices for unbundled loop and switching;

WHEREAS, on or about October 21, 2002, the Underlying Agreement was amended to reflect the CPUC decision adopted in D. 02-06-006, clarifying implementation details of the Performance Incentive Plan ("PIP") adopted in D. 02-03-023 (which required SBC California to offer CLECs the performance measurements adopted in D. 01-05-087, the decision model adopted in D. 01-01-037 as modified in D. 02-03-023, and an incentive payment component adopted in D. 02-03-023);

WHEREAS, on or about May 2, 2002, Advanced TelCom Group, Inc., Advanced TelCom, Inc. and Shared Communications Services, Inc. (collectively "the Debtors") filed voluntary petitions under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court");

WHEREAS, on January 21, 2003, ATG filed a certain Plan of Reorganization in the Bankruptcy Court in which GEBPS will acquire a controlling equity interest in ATG, and which also contemplates, among other things, the revesting of ATG's assets, licenses, and related businesses of ATGI, ATG, and SCS, including assets located in or which relate to the operation of ATGI, ATG, and SCS business in the State of California to Reorganized ATG ("Plan").

WHEREAS, ATG and GEBPS sought approval from the CPUC for the transfer of certain assets from ATG to Reorganized ATG and such approval is pending;

WHEREAS, the Parties now wish to amend the agreement to reflect certain changes to the Underlying Agreement that result from such transfer of assets and any assumption of ATG's rights and obligations to Reorganized ATG; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the CPUC, upon thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").

NOW, THEREFORE, in consideration of the mutual promises contained herein, SBC California, ATG, and GEBPS hereby agree as follows:

1. **Assumption of Underlying Agreement by Reorganized ATG, as Amended**

(a) The Underlying Agreement is hereby amended to reflect modifications to the Underlying Agreement in connection with the contemplated assumption of the Underlying Agreement pursuant to the Plan. Upon the Effective Date of the Plan and the CPUC, all rights and obligations of Advanced TelCom, Inc. d/b/a Advanced TelCom Group and ATG under the Underlying Agreement (as modified herein) are assumed by Reorganized ATG (as modified herein). Following the Effective Date of the Plan and approval of the CPUC, all references to Advanced TelCom, Inc., Advanced TelCom Group and ATG in the Underlying Agreement and this Amendment shall constitute references to Reorganized ATG for all purposes of the Underlying Agreement and this Amendment (including, without limitation, the billing dispute provisions of Section 2 and all subsequent provisions of this Amendment).

(b) Upon the filing of this Amendment with the CPUC, all notices that may or are required to be given to ATG pursuant to the Underlying Agreement shall be provided to ATG and GEBPS as follows:

Reorganized Advanced TelCom Group, Inc.
19 Old Courthouse Square
Santa Rosa, CA 95404
Attention: Vice President Carrier Relations
Facsimile: (707) 284-5186

with a copy to:

GE Business Productivity Solutions, Inc.
6540 Powers Ferry Road NW, Suite 100
Atlanta, Georgia 30339
Attention: General Counsel
Facsimile: (770) 644-7752

(c) In connection with the contemplated assumption of the Underlying Agreement, Reorganized ATG shall assume ATG's ACNA(s) and OCN(s) in accordance with all applicable industry standards, and Reorganized ATG shall operate the assets it acquires from ATG under the ACNA(s) formerly used by ATG. If Reorganized ATG is unable to acquire ATG's ACNA(s) and OCN(s), elects to change such ACNA(s) or OCN(s), or for any other reason operates any such acquired assets under any different ACNA(s) or OCN(s) currently used to

identify services provided by SBC California to ATG, Reorganized ATG shall do so in accordance with the terms of the applicable agreements or tariffs, including any terms therein requiring the payment of charges for making such changes. In the event Reorganized ATG decides to change such ACNA(s) or OCN(s) and the applicable agreement or tariff does not accord such a right, Reorganized ATG shall request such change in writing and pay any charges associated with accomplishing such change, if granted.

2. **Effect on Term of Underlying Agreement**

This Amendment shall not modify or extend the Effective Date or Term of the Underlying Agreement, but rather, shall be coterminous with such Underlying Agreement.

3. **Incorporation of Underlying Agreement**

EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. **Reservation of Rights**

In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al,* 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002) ("*USTA* decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the *USTA* decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Underlying Agreement and/or this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and/or under this Underlying Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC California reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC California the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Underlying Agreement and/or this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Underlying Agreement. If the Parties are unable to agree upon the

conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in the Underlying Agreement.

5. **Conditions to Effectiveness**

This Amendment shall be effective upon approval by the CPUC.

IN WITNESS WHEREOF, this Amendment to the Underlying Agreement was exchanged in triplicate on this 19th day of JANUARY, 2004, by Pacific Bell Telephone Company d/b/a SBC California, signing by and through its duly authorized agent, Advanced TelCom Group, Inc., signing by and through its duly authorized agent, and GE Business Productivity Solutions, Inc., signing by and through its duly authorized representative.

GE Business Productivity Solutions, Inc.

By: _____

Title: President

Name: David M O'Neill
(Print or Type)

Date: 12/16/2003

Pacific Bell Telephone Company d/b/a SBC California by SBC Telecommunications, Inc., Its authorized agent

By: _____

Title: For/ President – Industry Markets

Name: **Mike Auinbauh**
(Print or Type)

Date: JAN 19 2004

Advanced TelCom Group, Inc.
d/b/a Advanced TelCom Group

By: _____

Title: President

Name: David M O'Neill
(Print or Type)

Date: 12/16/2003

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AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
ADVANCED TELCOM, INC.

WHEREAS, Pacific Bell Telephone Company d/b/a SBC California[1] ("SBC California") and Advanced TelCom, Inc. ("CLEC") (collectively, the "Parties") entered into an Interconnection Agreement which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on January 30, 2003, the California Public Utilities Commission ("Commission"), in Decision 03-01-077, established a non-interim monthly recurring price for the high frequency portion of the loop ("HFPL Rate") ("Decision"); and

WHEREAS, pursuant to the Commission's Decision, the effective date of the HFPL Rate was originally thirty (30) days from the effective date of the Decision ("Rate Effective Date"); and

WHEREAS, by letter dated February 26, 2003, the Commission granted SBC California an extension of time to comply with Ordering Paragraph 2 of the Decision (as to the implementation of the HFPL Rate on a prospective basis) until thirty (30) days from the time the Commission had acted on SBC California's then pending motion for stay,

WHEREAS, on or around February 1, 2003, SBC California applied the HFPL rate and provided refunds to eligible CLECs for the time period from on or around February 1, 2003 retroactive back to the date: (i) the CLEC's interim HFPL monthly recurring rate(s) with SBC California became effective between the Parties under their California Interconnection Agreement; or (ii) May 1, 2000, whichever was later; and

WHEREAS, the Commission stayed the Decision in D. 04-03-044 as to the implementation of the HFPL Rate on a prospective basis; and

WHEREAS, on May 7, 2004 the Commission issued D. 04-05-022, vacating the stay of the Decision with respect to the implementation of the HFPL Rate on a prospective basis; and

WHEREAS, this Amendment is to implement the HFPL Rate as to CLEC as of the time period from the later of: (i) on or around February 1, 2003 (to the extent CLEC had in effect interim HFPL monthly recurring rate(s) with SBC California under the Parties' California Interconnection Agreement on February 1, 2003); or (ii) the date CLEC incorporated into its Agreement an interim monthly recurring HFPL rate(s) ("Rate Effective Date")[2]; and

WHEREAS, the HFPL rate shall apply between the Parties on a prospective basis, subject to the terms and conditions set forth herein; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"); and

NOW THEREFORE the Parties agree as follows:

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[1] Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement"), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions become effective between Pacific and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

(1) The interim HFPL monthly recurring rate(s) set forth in the underlying Agreement is hereby replaced and superseded with the following non-interim monthly recurring HFPL Rate established by the Commission in the Decision: $0.00.

(2) SBC California will make the appropriate billing adjustments to reflect the new HFPL Rate as of the Rate Effective Date; provided, however, the Parties agree that any billing adjustments and credits made in accordance with this Amendment do not represent adjustments for billing inaccuracies and are not subject to SBC California's obligations under the Service Performance Measurements and that performance measures and liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.

(3) The Parties agree that entering into this Amendment shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to the Decision including, without limitation, the non-interim $0.00 HFPL Rate established by the Commission and any Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review, appeal, or a stay of any the Decision and any other decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.

(4) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

(5) This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather, shall be coterminous with such Agreement.

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

(7) This Amendment shall be filed with and shall be subject to approval by the Commission.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
ADVANCED TELCOM, INC.

WHEREAS, Pacific Bell Telephone Company[1] d/b/a SBC California ("SBC California"), and Advanced TelCom, Inc. ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("CPUC") issued D. 04-09-063 ("Decision") adopting final monthly recurring rates as set forth on Attachment 1 to this Amendment which are attached hereto and incorporated herein by this reference ("CPUC Rates"); and

WHEREAS, the CPUC Rates adopted in the Decision are effective as of September 23, 2004 ("Rate Effective Date"); and

WHEREAS, the Decision orders SBC California to file amendments to all interconnection agreements between itself and other carriers to replace existing rates in the Agreement with the final CPUC Rates set forth on Attachment 1 to this Amendment; and

WHEREAS, the Decision orders SBC California to make all billing adjustments necessary to reflect the CPUC Rates as set forth on Attachment 1 to this Amendment on SBC California's bills within sixty (60) days of the Rate Effective Date;

WHEREAS, pursuant to its prior decisions, D.02-05-042 and in D.02-09-052, the CPUC established certain interim monthly recurring rates; and

WHEREAS, pursuant to D.03-07-23, the CPUC modified certain UNE rates, including the interim monthly recurring rates effective as of September 19, 2002; and

WHEREAS, the Decision orders SBC California to adjust any interim monthly recurring rates CLEC was billed and paid to SBC California under its Agreement as a result of the CPUC's prior decisions in D.02-05-042, D.02-09-052 and D.03-07-23 ("Prior Decisions") to reflect the final CPUC Rates and calculate any billing adjustments within ninety (90) days of the Rate Effective Date; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.[2]

NOW, THEREFORE, the Parties agree as follows:

[1] Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

[2]Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

I. The recurring CPUC Rates set forth on Attachment 1 hereby replace and supersede the corresponding monthly recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on the Rate Effective Date.

II. All rates in the Agreement not changed by Attachment 1 remain unchanged. The Parties understand and agree that the rates in Attachment 1 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision.

III. In accordance with Ordering Paragraph 3 of the Decision, SBC California shall make all billing adjustments within 60 days from the Rate Effective Date necessary to ensure the Rate Effective Date is reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs VI and VII, below, all of its rights, remedies, and arguments with respect to the FCC's *Order and Notice of Proposed Rulemaking, In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 (rel. Aug. 20, 2004).

IV. In accordance with Ordering Paragraph 4 of the Decision, within 90 days of the Rate Effective Date, SBC California will calculate the appropriate billing adjustments owed to or by CLEC, if any, from the Rate Effective Date back to the dates of the Prior Decisions to replace any interim rates CLEC was billed and paid to SBC California under its Agreement.

V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

VIII. The Parties acknowledge and agree that each CPUC Rate set forth on Attachment 1 to this Amendment is legitimately related to the associated individual interconnection, network element and service arrangements contained in the Agreement, if any.

IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 2, where applicable).

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, Pacific Bell Telephone Company[1] d/b/a SBC California ("SBC California"), and CLEC ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Network Elements by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the non-recurring Network Element costs and removing 13% from the expense portion of the monthly recurring Network Element costs;

WHEREAS, on July 10, 2003 the Commission issued D. 03-07-023 implementing the recurring and nonrecurring Network Element rate changes adopted in D. 02-09-049 for certain Network Elements and which, pursuant to the Decision, were deemed to have become effective on September 19, 2002;

WHEREAS, on September 23, 2004, the Commission issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates;

WHEREAS, the retroactive application of the rate changes was stayed pending resolution of the actual adjustment amount;

WHEREAS, on February 4, 2005, the FCC issued its Order on Remand[2] ("TRO Remand Order") holding among other things that an ILEC is not required to provide access to local circuit switching on an unbundled basis to requesting CLEC for the purpose of serving end-user customers using DSO capacity loops (mass market unbundled local circuit switching" or Mass Market ULS"), and that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs;

WHEREAS, the TRO Remand Order further held that as to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, ILECs shall continue to provide access to CLEC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, upon the earlier of (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P; CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or March 11, 2006 ;

WHEREAS, during such transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar;

WHEREAS, the FCC in its TRO Remand Order also held that effective March 11, 2005, CLEC is not permitted to obtain certain new unbundled high-capacity loop and dedicated transport elements, either alone or in combination, including Dark Fiber Loops; DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable; DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable and Dark Fiber Loops and Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv) ("Affected Loop and Transport Elements");

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[1] Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

[2] Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

WHEREAS, as to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC California will continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of: (a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Element(s); (b) CLEC's transition of an Affected Element(s) to an alternative arrangement; or (c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport);

WHEREAS, during such transitional period of time the pricing for the Affected Loop-Transport Elements shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus 15*;

WHEREAS, the transition prices for Mass Market ULS/UNE-P and the Affected Loop-Transport Elements are effective March 11, 2005 and shall be herein referred to as the "FCC Rates";

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") reducing on a prospective basis, the shared and common cost markup percentage from 21% to 19% of the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements ("CPUC Rates");

WHEREAS, the CPUC Rates adopted in the Decision are effective as of March 17, 2005;

WHEREAS, within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments necessary to reflect the CPUC Rates and FCC Rates set forth on Attachments 1 and 2 to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.[3]

NOW, THEREFORE, the Parties agree as follows:

The recurring and non-recurring CPUC Rates and FCC Rates set forth on Attachments 1 and 2, which are incorporated into this Amendment by this reference hereby replace and supersede the corresponding monthly recurring and non-recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on March 17, 2005; the FCC Rates are effective on March 11, 2005 ("Rate Effective Dates").

I. All rates in the Agreement not changed by Attachments 1 and 2 remain unchanged. The Parties understand and agree that the rates in Attachments 1and 2 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision and the TRO Remand Order.

II. Within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments for those CPUC Rates and FCC Rates in Attachments 1 and 2 necessary to ensure the Rate Effective Dates are is reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs IV and V, below, all of its rights, remedies, and arguments with respect to the FCC's Order on Remand (FCC 04-290)*, In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 ("TRO Remand Order") (rel. Feb. 4, 2005).

[3]Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

III. To the extent the parties have agreed to any rate(s) in their underlying Agreement that differ(s) from the rates in D. 03-07-023 and D. 04-09-063, the rate(s)) set forth in the Agreement shall continue to apply without change.

IV. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments 1 and 2 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

V. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

VI. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

VII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

VIII. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date.

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional "@" Refer to the Non-Recurring Price Sheet for Rates
This Pricing Appendix contains certain recurring and some non-recurring rates established with final rates in D. 05-03-026.				
NETWORK ELEMENTS				
NETWORK INTERFACE DEVICE (NID)				
NID Interface		NRO	@	@
NID Premise Visit		NRO	@	@
LOOPS				
2-Wire Analog Zone 1	/2/	$ 9.48	@	@
2-Wire Analog Zone 2	/2/	$ 12.79	@	@
2-Wire Analog Zone 3	/2/	$ 26.43	@	@
2-Wire Analog Statewide /1/	/2/	$ 11.73	@	@
4-Wire Analog Zone 1	/2/	$ 20.15	@	@
4-Wire Analog Zone 2	/2/	$ 24.38	@	@
4-Wire Analog Zone 3	/2/	$ 36.41	@	@
4-Wire Analog Statewide /1/	/2/	$ 22.41	@	@
4-Wire - CO Facility Interface Connection	/2/	$3.06	@	@
2-wire Digital Zone 1	/2/	$ 9.98	@	@
2-wire Digital Zone 2	/2/	$ 13.34	@	@
2-wire Digital Zone 3	/2/	$ 27.01	@	@
2-wire Digital Statewide /1/	/2/	$ 12.25	@	@
4-wire Digital (DS1) Zone 1	/2/, /3/	$ 48.67	@	@
4-wire Digital (DS1) Zone 2	/2/, /3/	$ 63.19	@	@
4-wire Digital (DS1) Zone 3	/2/, /3/	$ 102.76	@	@
4-wire Digital (DS1) Statewide /1/	/2/, /3/	$ 56.47	@	@
Digital - DS3 Loop Zone 1	/2/, /3/	$ 474.73	@	@
Digital - DS3 Loop Zone 2	/2/, /3/	$ 702.79	@	@
Digital - DS3 Loop Zone 3	/2/, /3/	$ 1,388.30	@	@
Digital - DS3 Loop Statewide /1/	/2/, /3/	$ 563.73	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	/2/	$ 1.13	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	/2/	$ 1.10	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	/2/	$ 0.94	@	@
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	/2/	$ 1.11	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	/2/	$ 0.60	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	/2/	$ 0.58	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	/2/	$ 0.50	@	@
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	/2/	$ 0.59	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	/2/	$ 0.50	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	/2/	$ 0.54	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	/2/	$ 0.58	@	@
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	/2/	$ 0.52	@	@
IDSL Capable Loop Option				
Zone 1	/2/	$ 9.98	@	@
Zone 2	/2/	$ 13.34	@	@
Zone 3	/2/	$ 27.01	@	@
Statewide /1/	/2/	$ 12.25	@	@
DSL Capable Loops				
2-Wire xDSL Loop				
PSD #1 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@
PSD #1 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@
PSD #2 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@
PSD #3 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional "@" Refer to the Non-Recurring Price Sheet for Rates
PSD #4 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
PSD #5 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #5 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@
PSD #5 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@
PSD #7 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
4-Wire xDSL Loop				
PSD #3 - 4-Wire xDSL Loop Zone 1	/2/	$ 20.15	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2	/2/	$ 24.38	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3	/2/	$ 36.41	@	@
PSD #3 - 4-Wire xDSL Loop Statewide /1/	/2/	$ 22.41	@	@
LOCAL SWITCHING CAPABILITY				
Ports				
Analog Line Port/Basic Port/without loop	/2/	$ 4.29	@	@
Analog Line Port/Basic Port/with loop	/2/	$ 4.29	@	@
Coin Port	/2/	$ 4.29	@	@
Centrex Port	/2/	$ 4.29	@	@
Analog DID Trunk Port	/2/	$ 7.18	@	@
DID Number Block	/2/	$ 0.94		
ISDN BRI Port	/2/	$ 6.04	@	@
Trunk Port DS1-Port	/2/	$ 133.67	@	@
Vertical Features				
Call Forwarding Variable	/2/	$0.0000	@	@
Busy Call Forwarding	/2/	$0.0000	@	@
Delayed Call Forwarding	/2/	$0.0000	@	@
Call Waiting	/2/	$0.0000	@	@
Three Way Calling	/2/	$0.0000	@	@
Call Screen	/2/	$0.0000	@	@
Message Waiting Indicator	/2/	$0.0000	@	@
Repeat Dialing	/2/	$0.0000	@	@
Call Return	/2/	$0.0000	@	@
Call Forwarding Busy/delay	/2/	$0.0000	@	@
Remote Call Forwarding	/2/	$0.0000	@	@
Speed Calling 8	/2/	$0.0000	@	@
Speed Calling 30	/2/	$0.0000	@	@
Intercom	/2/	$0.0000	@	@
Intercom Plus	/2/	$0.0000	@	@
Remote Access to Call Fwding	/2/	$0.0000	@	@
Select Call Forward	/2/	$0.0000	@	@
Direct -Shared	/2/	$0.0000	@	@
Direct -Unshared	/2/	$0.0000	@	@
Call Trace	/2/	$0.0000	@	@
Speed Call 6	/2/	$0.0000	@	@
Call Restriction	/2/	$0.0000	@	@
Distinctive Ringing	/2/	$0.0000	@	@
Directed Call Pickup	/2/	$0.0000	@	@
WATS Access per Port	/2/	$0.0000	@	@
WATS Access per Group	/2/	$0.0000	@	@
Caller ID	/2/	$0.0000	@	@
Caller ID Blocking	/2/	$0.0000	@	@
Caller Hold	/2/	$0.0000	@	@
DNCF	/2/	$0.0000	@	@
Call Waiting ID	/2/	$0.0000	@	@
Anonymous Call Rejection	/2/	$0.0000	@	@
Call Transfer Disconnect - Restricted	/2/	$0.0000	@	@
Call Transfer Disconnect - Unrestricted	/2/	$0.0000	@	@
Basic Port/Analog Line Port Features per feature (per port)				
Hunting	/2/	$0.0000	@	@
Centrex-Like Features				
Automatic Callback	/2/	$0.0000	@	@
Call Forwarding Variable	/2/	$0.0000	@	@
Call Forwarding BusyLine	/2/	$0.0000	@	@
Call Forwarding Don't Answer	/2/	$0.0000	@	@
Call Hold	/2/	$0.0000	@	@
Call Pick-up (Group and Station)	/2/	$0.0000	@	@
Call Waiting - Intragroup	/2/	$0.0000	@	@
Call Waiting - Originating	/2/	$0.0000	@	@

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional "@" Refer to the Non-Recurring Price Sheet for Rates
Call Waiting - Incoming	/2/	$0.0000	@	@
Caller ID	/2/	$0.0000	@	@
Caller ID Blocking	/2/	$0.0000	@	@
Conferencing - Station Controlled - Large	/2/	$0.0000	@	@
Conferencing - Station Controlled - Small	/2/	$0.0000	@	@
Directed Call Pick-up - Group - Barge-In	/2/	$0.0000	@	@
Directed Call Pick-up - Group - Non-Barge-In	/2/	$0.0000	@	@
Distinctive Ringing and Call Waiting Tone	/2/	$0.0000	@	@
Message Waiting Indicator - Stutter DT	/2/	$0.0000	@	@
Remote Access to Call Forwarding	/2/	$0.0000	@	@
Call Transfer - DID to DOD	/2/	$0.0000	@	@
Speed Calling - Individiual (6 or 8)	/2/	$0.0000	@	@
Speed Calling - Individiual (30)	/2/	$0.0000	@	@
Speed Calling - Group (30)	/2/	$0.0000	@	@
Centrex Simultaneous Ring One Number (CSR ON)	/2/	$0.0000	@	@
Centrex Simultaneous Ring Regular	/2/	$0.0000	@	@
Local Switching				
Interoffice -Originating				
Setup per Call	/2/	$0.0000		
Holding Time per MOU	/2/	$0.0000		
Interoffice - Terminating				
Setup per Call	/2/	$0.0000		
Holding Time per MOU	/2/	$0.0000		
Intraoffice				
Setup per Call	/2/	$0.0000		
Holding Time per MOU	/2/	$0.0000		
Tandem Switching				
Setup per Call	/2/	$ 0.000453		
Setup per Completed Message	/2/	$ 0.000176		
Holding Time per MOU	/2/	$ 0.000453		
TRUNK PORT TERMINATION				
End Office Dedicated DS-1 Port	/2/	$ 140.37	@	@
Tandem Dedicated DS1-Port	/2/	$0.00	@	@
Interoffice Transmission Facility				
Shared Transport				
Fixed Mileage	/2/	$0.001182		
Variable Mileage	/2/	$0.000021		
Switched Transport - Shared Overflow				
Fixed Mileage	/2/	$0.010665		
Variable Mileage	/2/	$0.000021		
Switched Transport - Common				
Fixed Mileage	/2/	$0.001251		
Variable Mileage	/2/	$0.000021		
Unbundled Loops provided over DLC to an Entrant as a Digital Facility				
Per Digital Facility	/2/	$ 23.88	@	@
Per Voice Line Activated	/2/	$ 5.56	@	@
Entrance Facilities				
Voice Grade (2W)	/2/	$ 22.37	@	@
Voice Grade (4W)	/2/	$ 44.84	@	@
DS1	/2/	$ 150.05	@	@
DS3 w/equipment	/2/	$ 1,834.49	@	@
DS-3 w/o equip	/2/	$ 143.53	@	@
Expanded Interconnection Service Cross Connect (EISCC)				
Basic/Voice Grade/ISDN				
EISCC	/2/	$0.40	@	@
Jack Panel	/2/	$1.65	@	@
DS0				
EISCC	/2/	$24.78	@	@
Jack Panel	/2/	$5.32	@	@
DS1				
EISCC	/2/, /3/, /4/	$16.02	@	@
Jack Panel	/2/	$2.31	@	@
Repeater	/2/	$23.47	@	@
DS3				
EISCC	/2/, /3/, /4/	$45.68	@	@

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

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Jack Panel	/2/	$25.77	@	@
Repeater	/2/	$101.19	@	@
Dark Fiber				
Dark Fiber - Interoffice per strand	/2/, /4/, /5/	$10.92	$ 1,678.32	$ 1,678.32
Dark Fiber - Interoffice per foot	/2/, /4/, /5/	$0.000167	N/A	N/A
Dark Fiber Loop - CO to Customer Prem, per strand	/2/, /5/	$10.80	$ 927.33	$ 927.33
Dark Fiber Loop - CO to Customer, per foot	/2/, /5/	$0.000108	N/A	N/A
Dark Fiber Cross Connect - Interoffice	/2/, /4/, /5/	$6.74	$ 126.59	$ 126.59
Dark Fiber Cross Connect - Loop	/2/, /5/	$6.74	$ 70.29	$ 70.29
Dark Fiber - Loop Inquiry	/2/		$ 131.60	$ 131.60
Dark Fiber - Interoffice Inquiry	/2/		$ 371.80	$ 371.80
Interoffice Transport				
Voice Grade				
Fixed Mileage	/2/	$ 4.52	@	@
Variable Mileage	/2/	$ 0.01	@	@
DS-1				
Fixed Mileage	/2/, /4/	$ 33.49	@	@
Variable Mileage	/2/, /4/	$ 0.25	@	@
DS-3				
Fixed Mileage	/2/, /4/	$ 475.95	@	@
Variable Mileage	/2/, /4/	$ 4.81	@	@
MULTIPLEXING				
DS-1/DS-0 MUX	/2/	$ 255.54	@	@
DS-3/DS-1 MUX	/2/	$ 287.85	@	@
DIGITAL CROSS CONNECT SYSTEM (DCS) - Multiplexing				
DS0/DS1 Per Channel	/2/	$ 10.65	@	@
DS1/DS3 Per Channel	/2/	$ 10.28	@	@
White Page Listings				
CLEC Listing	/2/	$ 0.35	@	@
Operator Services				
Directory Assistance per call	/2/	$ 0.35	@	@
Operator Services per Work Second	/2/	$ 0.03	@	@
Data Base Query				
800 - Database - Per Query	/2/	0.002095	@	@
Line Information Database (LIDB) - Per Query	/2/	0.002478	@	@
Validtion Query	/2/	0.002478	@	@
OLNS Query	/2/	0.002478	@	@
CNAM Query	/2/	0.002478	@	@
SS7 SIGNALING SYSTEM 7				
SS7 Links				
Voice Grade Fixed	/2/	$ 4.52	@	@
Variable Mileage	/2/	$ 0.01	@	@
DS-1 Fixed	/2/	$ 31.62	@	@
Variable Mileage	/2/	$ 1.84	@	@
STP Port	/2/	$ 261.71	@	@
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				
End Office Local Termination - Interoffice Terminating				
Set up charge, per call	/2/	$ 0.001448		
Duration charge, per MOU	/2/	$ 0.001360		
Tandem Switching - Shared Transport				
Setup per Call	/2/	$ 0.000453		
Setup per Completed Message	/2/	$ 0.001536		
Holding Time per MOU	/2/	$ 0.000453		
Switch Transport Common				
Fixed Mileage	/2/	$0.001182		
Variable Mileage	/2/	$0.000021		

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. *CLECs may not use both rate structures.*				

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional
/2/	The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.			
/3/	To the extent CLEC is ordering DS1/DS3 loops and associated cross connects in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable, SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate.			
/4/	To the extent CLEC is ordering DS1/DS3 transport and associated cross connects and mileage in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii) or Dark Fiber Transport and associated cross connects and mileage between any pair of wire centers as described in Rule 51.319(e)(2)(iv), as applicable, SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate.			
/5/	SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate			

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS									
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
CROSS CONNECT									
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SIMPLE)	/1/	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MULTIPLEXING									
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	/1/	$4.05	$4.05	$0.00	$0.00	$80.12	$36.13	$0.00	$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$80.12	$36.13	$0.00	$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	/1/	$4.05	$4.05	$0.00	$0.00	$84.17	$36.32	$0.00	$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$84.17	$36.32	$0.00	$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)									
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$71.39	$54.01	$56.59	$52.07	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	/1/	$44.91	$26.06	$28.32	$23.90	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	/1/	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$71.39	$54.01	$56.59	$52.07	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	/1/	$44.91	$26.06	$28.32	$23.90	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$56.52	$51.55	$52.11	$49.54	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	/1/	$29.74	$23.94	$24.51	$22.04	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$3.24	$2.66	$2.97	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$2.89	$2.66	$2.97	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PORT									
CENTREX STATION FEATURES - INITIAL (MAN/FAX	/1/	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	/1/	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	/1/	$3.24	$0.00	$46.53	$0.00	$21.27	$15.61	$21.27	$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	/1/	$3.24	$0.00	$18.81	$0.00	$21.27	$15.61	$21.27	$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$21.27	$15.61	$21.27	$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE)	/1/	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	/1/	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	/1/	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	/1/	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	/1/	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$9.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES									
(IOF) DEDICATED TRANSPORT									
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$44.91	$0.00	$42.48	$62.05	$20.05	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	/1/	$46.65	$18.81	$0.00	$14.77	$62.05	$20.05	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	/1/	$0.73	$0.73	$0.00	$0.00	$62.05	$20.05	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$40.05	$13.65	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$40.05	$13.65	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$40.05	$13.65	$0.00	$0.00
DIGITAL TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$44.91	$0.00	$42.48	$67.62	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	/1/	$46.65	$18.81	$0.00	$14.77	$67.62	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS1 - INITIAL (MECHANIZED)	/1/	$0.73	$0.73	$0.00	$0.00	$67.62	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$44.91	$0.00	$42.48	$67.25	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	/1/	$46.65	$18.81	$0.00	$14.77	$67.25	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS3 - INITIAL (MECHANIZED)	/1/	$0.73	$0.73	$0.00	$0.00	$67.25	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
INTEROFFICE TRANSMISSION FACILITIES									
(IOF) ENTRANCE FACILITY									
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$48.15	$0.00	$42.48	$21.85	$7.56	$0.00	$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	/1/	$46.65	$22.25	$0.00	$14.77	$21.85	$7.56	$0.00	$0.00
VOICE GRADE - INITIAL (MECHANIZED)	/1/	$0.32	$0.32	$0.00	$0.00	$21.85	$7.56	$0.00	$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$9.36	$5.03	$0.00	$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$9.36	$5.03	$0.00	$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$9.36	$5.03	$0.00	$0.00
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$48.15	$0.00	$42.48	$68.87	$43.77	$0.00	$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	/1/	$46.65	$22.25	$0.00	$14.77	$68.87	$43.77	$0.00	$0.00
DS1 - INITIAL (MECHANIZED)	/1/	$0.32	$0.32	$0.00	$0.00	$68.87	$43.77	$0.00	$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS1 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$48.15	$0.00	$42.48	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	/1/	$46.65	$22.25	$0.00	$14.77	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	/1/	$0.32	$0.32	$0.00	$0.00	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$48.15	$0.00	$42.48	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	/1/	$46.65	$22.25	$0.00	$14.77	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	/1/	$0.32	$0.32	$0.00	$0.00	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LINK									
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$63.06	$49.90	$53.09	$47.50	$28.84	$10.41	$11.40	$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09	$21.57	$24.00	$19.61	$28.84	$10.41	$11.40	$0.00
4 WIRE - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$28.84	$10.41	$11.40	$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$18.95	$7.43	$0.00	$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$57.53	$48.94	$52.25	$47.42	$18.66	$8.54	$15.43	$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	$29.93	$21.03	$24.33	$18.87	$18.66	$8.54	$15.43	$0.00
ASSURED - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$18.66	$8.54	$15.43	$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$3.24	$1.85	$2.02	$0.00	$12.53	$5.75	$0.00	$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$3.24	$1.85	$2.02	$0.00	$12.53	$5.75	$0.00	$0.00
ASSURED - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$12.53	$5.75	$0.00	$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
BASIC - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$18.57	$8.57	$15.50	$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
BASIC - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$63.06	$49.90	$53.09	$47.50	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	/1/	$35.09	$21.57	$24.00	$19.61	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$63.06	$49.90	$53.09	$47.50	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09	$21.57	$24.00	$19.61	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$61.00	$14.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$61.00	$14.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$61.00	$14.67	$0.00	$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$63.06	$49.90	$53.09	$47.50	$18.55	$8.57	$15.50	$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09	$21.57	$24.00	$19.61	$18.55	$8.57	$15.50	$0.00
ISDN LINK - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$18.55	$8.57	$15.50	$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.68	$0.00	$0.00
DSL CAPABLE LOOPS:									
2-Wire Digital Loop ISDN/IDSL									
PSD #1 - 2-Wire Digital Loop ISDN/IDSL									
Initial - manual/fax - complex	/1/	$63.06	$49.90	$53.09	$47.50	$18.55	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$35.09	$21.57	$24.00	$19.61	$18.55	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.55	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.68	$0.00	$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
2-Wire xDSL Loop									
PSD #1 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #2 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #3 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #4 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #5 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #7 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
4-Wire xDSL Loop									
PSD #3 - 4-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$63.06	$49.90	$53.09	$47.50	$28.84	$10.41	$11.40	$0.00
Initial - cesar/lex - complex	/1/	$35.09	$21.57	$24.00	$19.61	$28.84	$10.41	$11.40	$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$28.84	$10.41	$11.40	$0.00
Additional - manual/fax - complex	/1/	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$18.95	$7.43	$0.00	$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT									
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$51.55	$47.74	$47.74	$41.67	$7.82	$4.09	$0.04	$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	/1/	$23.84	$20.03	$20.43	$13.96	$7.82	$4.09	$0.04	$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.16	$7.82	$4.09	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$2.02	$1.62	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	/1/	$2.02	$1.62	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$69.67	$47.74	$47.74	$41.67	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	$41.96	$20.03	$20.03	$11.33	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - INITIAL (MECHANIZED)	/1/	$0.49	$0.49	$0.49	$0.49	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$2.02	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$2.02	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX SYSTEM ESTABLISH (NO SERIVE ORDER)	/1/	$0.00	$0.00	$0.00	$0.00	$26.72	$15.61	$26.72	$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	/1/	$69.67	$47.74	$47.74	$41.67	$27.71	$18.22	$0.00	$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	/1/	$41.96	$20.03	$20.03	$11.33	$27.71	$18.22	$0.00	$0.00
DID NBR BLOCK (MECHANIZED)	/1/	$0.49	$0.49	$0.49	$0.49	$27.71	$18.22	$0.00	$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$69.67	$47.74	$47.74	$41.67	$20.03	$11.73	$0.04	$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	$41.96	$20.03	$20.03	$11.33	$20.03	$11.73	$0.04	$0.00
DID PORT - INITIAL (MECHANIZED)	/1/	$0.49	$0.49	$0.49	$0.49	$20.03	$11.73	$0.04	$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
DID PORT - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$69.67	$47.74	$47.74	$41.67	$19.50	$11.69	$0.04	$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	$41.96	$20.03	$20.03	$11.33	$19.50	$11.69	$0.04	$0.00
ISDN PORT - INITIAL (MECHANIZED)	/1/	$0.49	$0.49	$0.49	$0.49	$19.50	$11.69	$0.04	$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$9.51	$3.99	$0.04	$0.00
NETWORK INTERFACE DEVICE (NID)									
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	/1/	$46.53	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	$17.73	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	/1/	$0.16	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	/1/	$46.53	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	$17.73	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	/1/	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00
SIGNALING AND DATABASE CAPABILITIES									
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09	$21.57	$24.00	$19.61	$164.68	$54.21	$0.00	$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	$41.96	$20.03	$20.03	$11.33	$123.34	$43.73	$0.00	$0.00
TRUNK PORT TERMINATION									
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	$80.03	$53.81	$0.00	$44.91	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	$54.74	$28.52	$0.00	$19.62	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	/1/	$0.49	$0.49	$0.00	$0.49	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	$3.24	$0.81	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	$3.24	$0.81	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	$80.03	$53.81	$0.00	$44.91	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	$54.74	$28.52	$0.00	$19.62	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	/1/	$0.49	$0.49	$0.00	$0.49	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL	/1/	$3.24	$0.81	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00
SYSTEM (MANUAL/FAX - COMPLEX)									
TANDEM TERMINATION (PER DS1) - ADDITIONAL	/1/	$3.24	$0.81	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00
SYSTEM (CESAR/LEX - COMPLEX)									
TANDEM TERMINATION (PER DS1) - ADDITIONAL	/1/	$0.00	$0.00	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00
SYSTEM (MECHANIZED)									

/1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, Pacific Bell Telephone Company[1] d/b/a SBC California ("SBC California"), and CLEC ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("Commission") issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates, including the tandem switching rates;

WHEREAS, D. 04-09-063 contained an error in the Tandem Switching Set Up Per Completed Message rate in Appendices A, B and C of that decision;

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") modifying the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements, including the Tandem Switching Set Up Per Completed Message rate;

WHEREAS, on May 26, 2005, the Commission issued D.05-05-031 correcting the unbundled Tandem Switching Set Up Per Completed Message rate;

WHEREAS, the Parties filed an amendment conforming the Agreement to D.05-03-026 and which amendment ("Amendment D. 05-03-026) included the Tandem Switching Set Up Per Completed Message Rates and incorrect rates for six non-recurring rate elements as well as an incorrect rate for the Reciprocal Compensation Switched Transport Common Fixed Rate Element;

WHEREAS, SBC California billed the correct rate, if any, for the Reciprocal Compensation Switched Transport Common Fixed Rate Element and five of the six nonrecurring rates;

WHEREAS, the Tandem Switching Set Up Per Completed Message rates are effective as of May 26, 2005;

WHEREAS, the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record is effective as of March 17, 2005;

WHEREAS, the Parties are filing this amendment ("Amendment") to correct the unbundled Tandem Switching Set Up Per Completed Message rate, the rates for the six non-recurring rate elements, and the Reciprocal Compensation Switched Transport Common Fixed Rate Element all set forth in the Amendment D. 05-03-026;

WHEREAS, within ninety (90) days of the May 26, 2005, SBC California will make any billing system changes necessary to reflect the corrected Tandem Switching Set Up Per Completed Message and the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record set forth in Attachments A and B to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.[2]

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[1]Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

[2]Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

NOW, THEREFORE, the Parties agree as follows:

I. The Tandem Switching Setup Per Message Rate and Reciprocal Compensation Switched Transport Common Fixed Rate Element set forth on Attachment A which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.

II. The nonrecurring rates for set forth in Attachment B which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.

III. All rates in the Agreement not changed by Attachments A and B remain unchanged.

IV. Within ninety (90) days of May 26, 2005, SBC California will make all billing system changes necessary to ensure the Rate Effective Dates are reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement.

V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments A and B to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

VIII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IX. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date.

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICAT TO THE NO PRICE SHEE
This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026 and D. 05-05-031.				
NETWORK ELEMENTS				
Tandem Switching	**Tandem Switching - Shared transport**			
Setup per Completed Message	Setup per Completed Message	/1/	0.000629	
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				
Tandem Switching - Shared Transport				
Setup per Completed Message		/1/	0.000629	
Switch Transport Common				
Fixed Mileage		/1/	0.001251	

/1/ The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

NRC Additional
TES TO REFER
NRECURRING
ET FOR RATES

RATES

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
PORT									
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
LINK									
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	$29.93	$21.03	$24.33	$19.58	$18.66	$8.54	$15.43	$0.00
BASIC - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT									
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00

/1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA AND CLEC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California[1] ("AT&T") and CLEC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party." This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated February 8, 1996 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

[1] Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California"

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the California Public Utilities Commission ("Commission") and shall become effective upon filing with such Commission (the "Amendment Effective Date").

8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the Agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____day of _____, 2006, by Paciffc Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CLEC

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent

By: _____

Name: _____

Title: Executive Director-Regulatory

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

TRO/TRRO ATTACHMENT

0.1 Definitions. The following definitions are applicable to this Attachment.

0.1.1 Building. For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a "building" or a "single building" is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel, covered walkway, a shared parking garage or parking area.

0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, *examples of* of a "Predominantly Residential" MDU *include* an apartment building, condominium building, cooperative or planned unit development that allocates more than *fifty* percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.

0.1.3 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

0.1.4 Hybrid Loop is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.

0.1.5 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.

0.1.6 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

0.1.7 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.

0.1.8 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

0.1.9 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.

0.1.10 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC's TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lies connecting end-user customers with ILEC end-

offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines." Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.

0.1.11 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.

0.1.12 A "DS1 Loop", in accordance with Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 Mbps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.

0.1.13 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. The term "fiber-based collocator" shall not apply to AT&T, any affiliate of AT&T, or any entity that is currently (as of January 26, 2006) subject to a binding agreement that, if consummated, would result in its becoming an affiliate of AT&T. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).

0.1.14 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path.

0.1.15 Dedicated Transport is defined as set forth in Rule 51.319(e)(1). Dedicated DS1 Transport consists of AT&T interoffice transmission facilities that have a total digital speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier. Dedicated DS3 Transport consists of AT&T interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier. Dedicated Dark Fiber Transport consists of unactivated optical interoffice transmission facilities.

0.1.16 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other Applicable Law to one or more facilities or services that CLEC has obtained at wholesale from AT&T, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other Applicable Law, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.

0.1.17 "Commingled Arrangement" means the arrangement created by Commingling.

0.1.18 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).

0.1.19 "Rule" refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

0.1.20 "Line Splitting" refers to the situation in which one CLEC provides narrowband voice service over the low frequency portion of a copper Local Loop and a second CLEC provides digital subscriber line service over the high frequency portion of that same copper Local Loop.

0.1.21 "Local Loop" means a transmission facility between a distribution frame (or its equivalent) in AT&T's Central Office and the loop demarcation point (marking the end of AT&T's control of the Local Loop) at an end user customer premises, including inside wire owned by AT&T. The Local Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, all electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises. The term "Local Loop" includes, but is not limited to, DS-0, DS-1, DS-3, and Dark Fiber Loops and Loops provisioned on Integrated Digital Loop Carrier ("IDLC").

0.1.22 The term "Cross Connect" refers to a cable that connects CLEC's collocation arrangement to the ILEC's distribution frame.

0.1.23 The term "DS-0" refers to a Local Loop operating at Digital Signal Level Zero capable of transmitting up to 64 kilobits per second.

0.1.24 The term "hot cut" refers to an individual transfer of a DS 0/voice grade loop with the live customer's service(s).

0.1.25 The term "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, and orders of any State or Federal Governmental Authority that apply to the Parties or the subject matter of this Attachment.

0.1.26 The term "Relevant Transition Period" means the period established by Applicable Law or this Attachment for CLEC to discontinue or transition to an alternate serving arrangement a service furnished using an unbundled network element that AT&T is no longer obligated by 47 U.S.C. § 251(c)(3) to provide.

1.0 TRO Affected Elements.

1.1 TRO-Affected Elements. AT&T shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC's Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:

(i) Entrance Facilities (i.e., Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T ILEC's networks.);
(ii) OCn level dedicated transport[1];
(iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops);
(iv) OCn loops;
(v) the feeder portion of the loop as a stand alone UNE under Section 251;
(vi) packet switching, including routers and DSLAMs;

[1] Nothing herein is meant to indicate any agreement as to whether AT&T is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

(vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities, except as provided for in Section 11.2 of this Attachment;

(viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;

(ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching. In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to SS7 signaling alters CLEC's right to obtain facilities for interconnection of SS7 signaling networks, pursuant to Section 251(c)(2) of the Act for use in connection with the exchange of traffic, nor does anything in this section affect AT&T's on-going obligation to provide network elements pursuant to Section 271 of the Act, as addressed in Paragraph 653 of the TRO;

(x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and

(xi) line sharing, except as grandfathered as provided in the TRO.

1.2 Cessation TRO Affected Elements - New Orders. AT&T is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).

1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, AT&T and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:

1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, AT&T will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified Facility"). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.

1.3.2 As to any TRO Affected Element for which AT&T provides such notice, AT&T shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from AT&T pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement, which, at CLEC's option, may include any arrangement to which CLEC is entitled under Section 13 below or under Applicable Law.

1.3.2.1 CLEC may elect to replace a TRO Affected Element with a service provisioned on CLEC's own facilities or the facilities or services of a third-party. AT&T and CLEC shall use commercially reasonable efforts to facilitate the preparation of the relevant facilities or the applicable third-party facilities or services to meet the transition schedules.

1.3.2.2 Conversion to State Law-Required Element. CLEC may elect to convert a TRO Affected Element to an analogous element or service that is required under state law, where applicable.

1.3.2.3 Upon request, AT&T shall provide combinations of unbundled Network Elements in accordance with the requirements of this Agreement and Applicable Law, including 47 CFR Section 51.315 AT&T shall not separate CLEC requested unbundled network elements that are already combined unless requested by CLEC.

1.3.3 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration)

and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required in the case of a transition to a tariffed service, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. In the case of a transition to substitute arrangement using section 251 UNEs, such as from UNE-P to UNE-L, no non-recurring disconnect charges shall be assessed for UNEs that will remain in use (i.e., AT&T may assess a new connection charge for the loop, but shall not assess a disconnection charge for the loop). To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning. AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the TRO Affected Element be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize a disruption detectable to the end user .Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and AT&T have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then AT&T will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.

To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the Relevant Transition Periods as set forth in Sections 1.0 and 2.0.

2.1 AT&T shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, except as follows:

2.1.1 AT&T shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the California Public Utilities Commission.The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established, if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, AT&T must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment. The Parties acknowledge that if CLEC does not have an Embedded Base of ULS/UNE customers served through the Agreement, then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the

requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that AT&T has available and activated in the Local Circuit Switch.

2.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 AT&T shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending for a particular ULS/UNE-P arrangement upon the earlier of:

(a) CLEC's disconnection or other discontinuance (except Suspend/Restore) of use of such ULS or UNE-P arrangement;

(b) CLEC's transition of such ULS Element(s) or UNE-P arrangement to an alternative arrangement; or

(c) March 11, 2006.

2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

2.1.3.2 AT&T will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions

2.1.3.3 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required in the case of a transition to a tariffed service, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or

other non-recurring UNE charges shall apply. In the case of a transition to substitute arrangement using section 251 UNEs, such as from UNE-P to UNE-L, no non-recurring disconnect charges shall be assessed for UNEs that will remain in use (i.e., AT&T may assess a new connection charge for the loop, but shall not assess a disconnection charge for the loop). To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, AT&T, without further notice or liability, will re-price such arrangements to Total Service Resale. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus $1.00.

2.2 The provisions of this Section 2.0, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 AT&T is not required to provision the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), AT&T is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis with the exception of a multi-tenant establishment ("MTE") subloop that begins at or near an MTE to provide access to MTE premises wiring.

3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), AT&T is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. In accordance with Rule 51.319(a)(5)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(a)(5)(ii) AT&T is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.7 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS1 Dedicated Unbundled Transport if a wire center on either end

of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center, as defined in Section 0.1.7 of this Attachment.

3.1.4.1 In accordance with Rule 51.319(e)(2)(ii)(B) AT&T is not obligated to provision to a CLEC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis where there is no unbundling obligation for DS3 transport.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.7 and 0.1.8 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to a CLEC more than twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.7 and 0.1.8 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS3 Unbundled Dedicated Transport if a wire center on either end of a requested route is a Tier 3 wire center as defined in Section 0.1.9 of this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 loops and DS1 and DS3 dedicated transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, in accordance with Rule 51.319(a) and 51.319(e), shall be the the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15% effective as of March 11, 2005. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where AT&T is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T by the end of the transition period.

3.2.2.1 AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a

minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

3.2.2.2 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required, only the tariffed non-recurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

3.2.2.3 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, AT&T, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to AT&T, AT&T shall disconnect such arrangements that remain in place as of September 11, 2006.

3.2.3 Intentionally left blank.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 AT&T has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.6 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.7 and 0.1.8 have been met. AT&T's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the Relevant Transition Period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T's wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by AT&T's wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.6, 0.1.7 or 0.1.8, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.6, 0.1.7 or 0.1.8 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T wire center non-impairment designation, the CLEC will provide a self-certification

to AT&T identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. In the event that the CLEC issues a self-certification to AT&T where AT&T has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and AT&T must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

4.1.1 The parties recognize that wire centers that AT&T had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by AT&T as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, AT&T may add the wire center to its list of designated wire centers and the Parties will use the following process:

4.1.1.1 AT&T may update the wire center list as changes occur, but may not update the list more frequently than one time during any given three month period.

4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

4.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

4.1.1.4 In the event the CLEC disagrees with AT&T's determination, and in order to avoid transitioning its lines away from DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport as set forth in Section 4.1.1.5 below CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T.

4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Relevant Transition Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 months. All transitional periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Relevant Transition Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

4.1.1.6 If the CLEC does provide self-certification to dispute AT&T's designation determination AT&T may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

4.1.1.7 During the Relevant Transition Period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

4.1.1.8 Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

4.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.6, 0.1.7 or 0.1.8, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.

4.1.3 AT&T may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this Amendment, whichever is later. AT&T will file and serve on CLEC the dispute for resolution with the Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. AT&T shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, AT&T may file that information under seal. AT&T shall offer to enter into a protective agreement under which AT&T would provide such confidential information to CLEC. AT&T shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T will notify all other CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number. If the self-certification dispute is filed with the Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). In the event the CLEC withdraws its self-certification after the dispute has been filed with the Commission, AT&T and/or any other interested parties, including interested parties that did not intervene prior to the withdrawal, may proceed with the dispute in order to obtain a Commission determination on the wire center designation. The Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLECs via Accessible Letter of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the pendency of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated

Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the Relevant Transition Period is within the initial TRRO transition period described in Section 3.2.1 of this Attachment, CLEC will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T after March 11, 2005, thirty days after AT&T's notice of non-impairment. The transitional rate as set forth in Section 3.2.1 of this Attachment will continue to apply until the facility has been transitioned or through the end of the Relevant Transition Period described in Section 3.2 of this Attachment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2.1 of this Amendment.

4.1.4 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.

4.2 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport, Cross-Connects provided by AT&T in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-Connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

4.3 AT&T will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the Relevant Transition Period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

4.4 A building that is served by both an impaired wire center and a non-impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.

4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Relevant Transition Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and AT&T have failed to reach agreement under Section 3.2.2.3 above as to a substitute service arrangement or element, then AT&T may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.

4.6 On a quarterly basis, AT&T shall post on its website information advising when it believes a wire center has reached 90% of the number of business lines needed for the wire center to be classified as a Tier 1 or a Tier 2 wire center. In addition, AT&T will specify which wire centers it considers to have 2 fiber collocators and 3 fiber collocators. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such determination for such wire center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loops, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

4.7 Intentionally left blank.

4.8 When more than 60 days from the issuance of an AT&T designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify up to three years from the date AT&T designates a wire center as non-impaired. AT&T may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

4.9 If a non-impaired wire center reverts back to a impaired wire center due to an error in AT&T's classification, causing facilities that had been previously converted from UNEs to wholesale services revert back to UNEs, CLEC may submit orders to return transitioned facilities to UNE facilities. AT&T shall perform such conversions within *ninety* (*90*) days and will credit CLEC the difference between the wholesale price paid and the applicable UNE price for the entire period during which the wire center was inappropriately classified as non-impaired or the date of installation, whichever is shorter, and will credit all records change charges CLEC paid AT&T for all UNEs transitioned due to AT&T's erroneous wire center classification. Such credits shall be placed on CLEC's invoice within two (2) billing cycles.

5.0 Commingling and Commingled Arrangements.

5.1 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by AT&T in the future for any of the 13 AT&T ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), AT&T will make such Commingled Arrangements available in California except where the Commingled Arrangement includes a special access service that is not being provided to any customer in California. Where AT&T in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), AT&T will make such Commingled Arrangement available in California under this Amendment, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in California. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#

vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux

vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#

viii. While not a commingling arrangement, UNE loop to special access multiplexer

ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#

x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#

xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#

xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#

xiii. While not a commingling arrangement, AT&T will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of Rule 51.318(b) applies, including the collocation requirement.

5.1.1 To the extent that AT&T requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.

5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by AT&T, CLEC shall request any such desired commingling arrangement and AT&T shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available AT&T will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.

5.2 Upon request and to the extent provided by Applicable Law and the provisions of the Amended Agreement, AT&T shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.

5.3 For example, without limitation of this provision, AT&T will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, AT&T will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.

5.4 Upon request, and to the extent required by Applicable Law and the applicable provisions of this Attachment, AT&T shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T, and AT&T shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that

such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T.

5.5 AT&T shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to the Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.

5.6 When CLEC purchases Commingled Arrangements from AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC's Triennial Review Order. As a general matter, "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

5.7 In the event that AT&T changes its Access tariffs, or adds new Access tariff(s), that would restrict or impact the availability or provisioning of Commingled arrangements under this Attachment or the Agreement, AT&T will provide 60 days notice to CLEC if the tariff change affects the availability of a product used by that CLEC to provide a commingled arrangement, pursuant to the notification process associated with such access tariffs as provided for under Section 214 or applicable state law prior to such changes or additions. Additionally, for additions or changes that do more than impact rates, AT&T will grandfather in place Commingled arrangements ordered out of its state Access tariffs that have been ordered prior to the access tariffs' effective date.

5. 8 AT&T agrees that CLEC may request to Commingle the following elements to the extent that AT&T is required to provide them pursuant to Section 271 of the Act ("Section 271 Elements") or Applicable Law, including but not limited to: (i) Local Loop transmission from the central office to the End Users' premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in this Section 5.8, AT&T and CLEC shall attempt to negotiate mutually agreeable terms and conditions; the 271 rates, terms and conditions are not appropriate for inclusion in this Amendment, but rather the rates could be published in an Accessible Letter, placed in a tariff, or subject to a commercial agreement.

5.9 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled network element or a Combination of unbundled network elements with (i) wholesale services obtained from AT&T, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled network elements or Combinations of unbundled network elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T.

6.0 EELs.

6.1 AT&T agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Amendment. Except as provided below in this Section 6.0 and subject to this Section 6.1, AT&T shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.

6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

(A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or

(B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.

6.3 AT&T shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:

6.3.1 CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. AT&T hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.

6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to AT&T. Provided that AT&T has received such self certification from CLEC, AT&T shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled network elements.

6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers .

6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

(i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one assigned local telephone number (NPA-NXX-XXXX);

(ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;

(iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit;

(iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;

(v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;

(vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and

(vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.

6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:

(A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocator; or

(B) Established pursuant to any collocation type defined in any AT&T Tariff to the extent applicable, or any applicable CLEC interconnection agreement.

(C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.

6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing AT&T written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, AT&T shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.

6.3.7 AT&T may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in California with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for California, subject to Section 6.3.7.4 of this Section.

6.3.7.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC identifying examples of particular circuits for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T seek to commence an audit.

6.3.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The

independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.

6.3.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

6.3.7.4 AT&T shall provide CLEC with a copy of the report within 2 business days from the date of receipt. If the parties disagree as to the findings or conclusions of the auditor's report, the parties should resolve such disputes in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of the Agreement. No changes will be made until the dispute is resolved. However, CLEC shall pay 50 percent of the disputed amount into an escrow account, pending resolution. If the auditor's findings are upheld in the dispute resolution process, the disputed amounts held in escrow shall be paid to AT&T and AT&T shall retain any disputed amounts already paid by CLEC. If the auditor's report concludes that CLEC failed to comply in all material respects with the eligibility criteria and if CLEC does not dispute the finding the CLEC will submit payment for the disputed amounts to AT&T.

6.3.7.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse AT&T for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse AT&T in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.

6.3.7.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, AT&T must reimburse CLEC for all of its reasonable costs associated with the audit.

6.3.7.7 CLEC will maintain the appropriate documentation to support its eligibility certifications pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its eligibility certifications for as long as the Amended Agreement is operative, plus a period of two years. AT&T can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.

6.3.7.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of the Agreement.

6.3.7.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T from CLEC's collocation arrangement.

6.4.2 AT&T will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

6.5 Other than the service eligibility criteria set forth in this Section, AT&T shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer[2]

7.0 Availability of HFPL for Purposes of Line Sharing. [NOTE – LANGUAGE TO BE ADDRESSED IN SEPARATE PHASE OF THIS PROCEEDING.]

8.0 Routine Network Modifications. [NOTE – LANGUAGE TO BE ADDRESSED IN RNM PHASE OF THIS PROCEEDING.]

9.0 Batch Hot Cut. [NOTE – LANGUAGE TO BE ADDRESSED IN THE BHC PHASE OF THIS PROCEEDING.]

10.0 Conversions.

10.1 Conversion of Wholesale Services to UNEs and Vice Versa

10.1.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, and vice versa, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, AT&T will develop and implement processes. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. AT&T agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, AT&T agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

10.1.3 AT&T will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

10.1.3.1 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-

[2] Each CLEC, in its sole discretion, may adopt either Option 1 or Option 2, but not both. The option not selected by the CLEC will be removed from the amendment. Any CLEC that does not have HFPLs in-service in California may elect to omit the section 7 language in its entirety.

used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the conversion no non-recurring charges are assessable. Where physical work is required in the case of a conversion to UNEs, no non-recurring tariffed disconnect charges shall be assessed for facilities that will remain in use (except for any applicable tariffed early-termination fees) and non-recurring UNE charges shall be assessed only with respect to specific UNEs for which CLEC access requires physical work. In the case of a conversion to a tariffed service, where physical work is required, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

10.1.4 AT&T shall perform any conversion from a wholesale service or group of wholesale services to a unbundled network element or Combination of unbundled network elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, when requesting a conversion of an AT&T service or UNE, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T service sought to be converted.

11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops.

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T has deployed such a Loop to premises that previously were not served by any AT&T Loop.

11.1.2 Overbuilds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when AT&T has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

(a) AT&T shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T retires the copper Loop pursuant to the terms of Section 11.1.3.

(b) If AT&T maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, AT&T shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.

(c) For each copper loop retired pursuant to Section 11.1.3 below, AT&T shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, AT&T must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements and must provide CLECs using such copper loops with a copy of such Short Term notice via an accessible letter. AT&T will perform, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions

exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in AT&T's Generic Interconnection Agreement.

11.1.4 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which CLEC, upon request, may obtain or has obtained access pursuant to 47 C.F.R. §51.319(a). AT&T will comply with Rules 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally. The unbundling obligations associated with DS1 and DS3 loops are in no way limited by this Section 11.2 or the Rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers.

11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services AT&T shall provide CLEC with nondiscriminatory access to the time division multiplexing (TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the AT&T central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, AT&T is required to only make the TDM functionality available on an unbundled basis.

11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.

11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Appendix. AT&T may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.

11.2.4 Feeder. AT&T shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

11.2.5 IDLC Hybrid Loops. Where a CLEC requests a loop to a premises to which AT&T has deployed an IDLC Hybrid Loop, AT&T must provide CLEC a technically feasible method of unbundled access. AT&T can only charge the CLEC the least cost technically feasible method of unbundled access, and AT&T may not impose special construction or other non-standard charges (which does not include routine network modification charges permitted under Section 8.1.6 of this Attachment, if any) to the provision unbundled loops where it has deployed IDLC except as provided under this Agreement.

12.0 Use of Unbundled Network Elements.

12.1 Except as provided in Section 6.0 of this Attachment, AT&T shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.

12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.

12.3 A CLEC that accesses and uses an unbundled network element consistent with Section12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 Section 271 Obligations.

13.1 Intentionally left blank.

13.2 Intentionally left blank.

13.3 Intentionally left blank.

13.4 To the extent to which CLEC has another agreement with AT&T limiting AT&T's obligations to provide Section 271 elements to CLEC, then to that extent that other agreement shall control over the provisions of this Section 13.

13.5 Notwithstanding any other provision of the Agreement, CLEC may request that any Section 251 unbundled network element or combination of network elements (including any TRO Affected Element or TRRO Remand Affected Element) be reclassified as a corresponding Section 271 Element or Elements, provided that AT&T is obligated to provide such elements under Section 271. AT&T will perform such reclassification at no charge.

14.0 Entrance Facilities and Interconnection Facilities.

14.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T's networks, are Entrance Facilities that will no longer be unbundled network elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

14.2 In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to obtain interconnection facilities (entrance facilities or other dedicated transport) pursuant to Section 251(c)(2) of the Act for the exchange of traffic, nor does anything in this section affect AT&T's on-going obligation to provide network elements pursuant to Section 271 of the Act, as addressed in Paragraph 653 of the TRO.

14.3 Notwithstanding Section 1.0, AT&T is required to provide access to facilities, including Entrance Facilities and other Dedicated Transport, that CLEC requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

14.4 The rates for Entrance Facilities or other Dedicated Transport, when used as an Interconnection Facility (including Interconnection Facilities used for SS7 interconnection), shall be the same as the rates established by the Commission for those § 251(c)(3) facilities. The rates for other Interconnection Facilities, if not established by the Commission, shall be in conformance with Section 251(c)(2)(D) of the Act.

14.5 For avoidance of doubt, CLEC may request that an Entrance Facility UNE or other Dedicated Transport UNE be reclassified as an Interconnection Facility pursuant to Section 14.1 if CLEC will use the facility for interconnection in accordance with Section 14.1. AT&T will perform such reclassification at no charge.

15.0 Signaling.

15.1 Where Signaling System 7 (SS7) is deployed, the Parties will use SS7 signaling as defined in GR 317 and GR 394, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for SS7 based features. The Parties may interface with one another on an SS7 basis either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.

15.2 Where available, the Parties will provide network signaling information such as Transit Network Selection (TNS) parameter, Carrier Identification Codes (CIC), Common Channel Signaling (CCS) Platform and CIC/OZZ information (non CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California[1] ("AT&T") and CLEC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party." This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated February 8, 1996 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRRO"), which became effective as of March 11, 2005;

WHEREAS, the Public Utilities Commission of the state of California ("CA-PUC") released an order on January 26, 2006 in Docket No 05-07-024 adopting agreement language implementing portions of the TRO, TRO Reconsideration Orders, and TRRO (the TRO/TRRO Amendment), which became effective as of January 26, 2006;

WHEREAS, the CA-PUC released an order on January 11, 2007 in Docket No 05-07-024 (D.07-01-019) modifying the TRO/TRRO Amendment, which modifications became effective as of January 11, 2007;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

Definitions.

I. Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as (1) a local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a "Predominantly Residential" MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.

[1] Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

II. Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

III. Hybrid Loop. A Hybrid Loop is a local Loop composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.

1. The Parties agree that the TRO/TRRO Amendment should be amended by replacing the definitions of "Fiber-to-the-Curb Loop," "Fiber-to-the-Home Loop," and "Hybrid Loop" with the definitions set forth above.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in the "DEFINITIONS" Section of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

7. This Amendment shall be deemed approved, absent rejection of the advice letter by the Commission, thirty (30) days from the filing date of the advice letter to which this Amendment is appended. Upon approval, pursuant to Order D.07-01-019, the Amendment shall be deemed effective as of January 11, 2007 (the "Amendment Effective Date").

8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the Agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____, 2007, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CLEC	Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent
By: _____	By: _____
Name: _____ (Print or Type)	Name: _____
Title: _____ (Print or Type)	Title: Executive Director-Regulatory
Date: _____	Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
ADVANCED TELCOM, INC.

This Amendment to the Interconnection Agreement under Section 251 and 252 of the Telecommunications Act of 1996 ("Amendment") is by and between Advanced TelCom, Inc. ("CLEC"), and Pacific Bell Telephone Company d/b/a AT&T California ("AT&T California"), a California corporation, (collectively referred to as "Parties").

WHEREAS, AT&T California and certain CLECs engaged in negotiations of collocation rates and charges to replace certain interim rates and charges for collocation in California; and

WHEREAS, as the result of said negotiations AT&T California and all interested CLECs entered into a negotiated Settlement Agreement ("Settlement Agreement") which was approved by the Public Utilities Commission of the State of California ("CA-PUC" or "Commission") in D.07-03-004 ("Decision") dated March 01, 2007.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Settlement Agreement and in this Amendment, the Parties hereby amend their Interconnection Agreement ("Agreement") to modify the existing collocation rates and charges.

1.1 Collocation Rates and Charges

Collocation arrangements will be billed as set forth below on a going-forward basis commencing on the Amendment Effective Date by the Commission.

1.1.1 For existing collocation arrangements or augments billed under the FCC Tariff 128 (now renamed FCC 1), and/or CA-PUC-approved 175-T tariff and/or 175-T discounted tariff, the respective tariff rates and charges will become fixed rates and charges, as set forth in Section 2.1 herein.

1.1.2 For existing collocation arrangements or augments, including cageless collocation arrangements, billed under existing CA-PUC-approved interconnection agreements or under AT&T Accessible Letters ("AL") AL CLECC00-064, AL CLECC00-111, and AL CLECC99-200, the respective rates and charges therein will become fixed rates and charges, as set forth in Section 2.1 herein.

1.1.3 CLEC may elect the AL CLECC00-064 (for non fiber-based collocation elements) and/or AL CLECC00-111 (for fiber-based collocation elements) rates and charges on a going forward basis for all of its collocation arrangements. For avoidance of doubt, the parties agree that an election under this provision will result in the application of rates and charges under AL CLECC00-064 (for non fiber-based collocation elements) and AL CLECC00-111(for fiber-based collocation elements) on all of CLEC's existing collocation arrangements. CLEC and AT&T California further agree to execute appropriate amendments to reflect such an election.

1.1.4 For orders for new collocation arrangements and/or augments to existing arrangements placed after the date of approval of the Settlement Agreement by the CA-PUC, the rates and charges under AL CLECC00-064 (for non fiber-based collocation elements) and/or AL CLECC00-111 (for fiber-based collocation elements) will apply on a going forward basis as set forth in Section 2.1.

1.1.5 For all existing and all new collocation arrangements and/or augments for which AT&T California has been charging or would otherwise attempt to charge for power on both feeds (A & B feed) into the DC Power Delivery arrangement, AT&T California agrees to eliminate the charge for redundant power, if any, on a prospective basis, as of the date of approval of the Settlement Agreement by the CA-PUC. The Parties further agree that they may voluntarily enter into negotiations regarding DC Power Delivery billing and rating issues (not involving actual rates and charges) upon mutual agreement after the approval of the Settlement Agreement by the CA-PUC.

2.1 **Fixed Rates and Charges**

2.1 The Parties agree that the rates and charges referenced in Section 1.1 above, for existing and prospective collocation arrangements, will be fixed for a period of three years beginning on March 01, 2007 which is the date that the CA-PUC approved the Settlement Agreement. Upon expiration of this three-year period, all rates and charges shall convert to the rates and charges in AL CLECC00-064 (for non fiber-based collocation elements) and AL CLECC00-111 (for fiber-based collocation elements) unless otherwise negotiated and mutually agreed by AT&T California and CLEC, or ordered by the CA-PUC; provided, however, that the elimination of the charge for redundant power addressed in Section 1.1.5 above shall remain in effect after the expiration of this three-year period, unless otherwise negotiated and mutually agreed by AT&T California and CLEC, or as so ordered by the CA-PUC. Parties may not request a change in collocation rates and charges during this three-year period of time, commencing on the date of the approval of the Settlement Agreement by the CA-PUC.

3.1 **True-up Waiver and Civil Code Section 1542 Release and Discharge**

The Parties acknowledge and agree to a waiver of true-up rights, a release and discharge pursuant to Section 1542 of the California Civil Code and reservation of rights as set forth and limited in sections III and IV of the Settlement Agreement.

4.1 **Miscellaneous Provisions**

4.1.1 Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any provisions with similar purposes. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

4.1.2 Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged.

4.1.3 This Amendment shall be filed with the CA-PUC and shall become effective the day the CA-PUC approves the Amendment, or, absent such CA-PUC approval, the date this Amendment is deemed approved by operation of law (the "Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the CA-PUC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions; provided, however, that failure to reach such mutually acceptable new provisions within ninety (90) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

4.1.4 This Amendment shall be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties, whether negotiated, arbitrated or arrived at through the exercise of Section 252(i) MFN rights unless and until the Parties have mutually agreed to negotiate different collocation rates and charges or the CA-PUC orders different collocation rates and charges.

4.1.5 If the underlying Agreement or any future interconnection agreements(s) expire sooner than March 01, 2010, the Parties agree that this Amendment shall not extend or otherwise alter the term and termination rights of the underlying Agreement or any future interconnection agreements(s), but instead, the Amendment will be incorporated into any successor interconnection agreement(s) between the Parties unless and until the Parties have mutually agreed to negotiate different collocation rates and charges or the CA-PUC orders different collocation rates and charges.

4.1.6 Any inconsistencies between the provisions of this Amendment and other provisions of the Agreement or future interconnection agreement(s), will be governed by the provisions of this Amendment above.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate on this 4th day of April, 2007, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC signing by and through its duly authorized representative.

Advanced TelCom, Inc.

Signature: J. Oxley

Name: J. Jeffery Oxley
(Print or Type)

Title: EVP, General Counsel, Secy.
(Print or Type)

Date: 04-04-2007

Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent

Signature: M. Auinbauh

Name: Mike Auinbauh
(Print or Type)

Title: AVP-Project & Service Management
(Print or Type)

Date: APR 6 2007

UNE OCN# ***4269***

RESALE OCN# ***4267***

FACILITIES-BASED OCN# ***4269***

ACNA ***DVN***

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
ADVANCED TELCOM, INC.

The Interconnection Agreement effective April 7, 2002 by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T")[1] and Advanced TelCom, Inc. ("Advanced TelCom") ("Agreement") effective in the state of California is hereby amended as follows:

1. Section 22 Term and Termination of the General Terms and Conditions is amended by adding the following section:

   22.1.1 Notwithstanding anything to the contrary in this Section 22, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing on January 8, 2008 until January 8, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Advanced TelCom, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

2. The Parties acknowledge and agree that AT&T shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

5. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").

[1]Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

Advanced TelCom, Inc.

By: J Oxley

Name: J. Jeffery Oxley
(Print or Type)

Title: EVP General Counsel
(Print or Type)

Date: 3/24/08

Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent

By: Eddie Reed

Name: EDDIE A. REED JR
(Print or Type)

Title: Director-Interconnection Agreements

Date: 3-26-08

Resale OCN # _____

UNE OCN # _____

Switch Based OCN # _____

ACNA _____

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
ADVANCED TELCOM, INC.

This Amendment modifies the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California[1] ("AT&T") and Advanced TelCom, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 4/7/2002 and further amended from time to time (the "Agreement"); and

WHEREAS, the Parties amended said Agreement (the "TRO/TRRO Amendment") pursuant to the California Public Utilities Commission's ("CA-PUC's") Decision D. 06-01-043 in Docket No. 05-07-024 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order; and

WHEREAS, on February 21, 2008, the United States District Court for the Northern District of California issued an order reversing, in part, the California Decision; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. The TRO/TRRO Amendment, under the California TRO/TRRO Attachment thereto, is amended as stated below:

   1.1 In Section 2.1.3.4, the clause "Total Service Resale" is replaced with the clause "market-based rates";

   1.2 The clause "where there is no unbundling obligation for DS3 transport" is deleted from the text of Section 3.1.4.1;

   1.3 The text of Section 5.7 is revised to read as follows:

   In the event that AT&T changes its Access tariffs, or adds new Access tariff(s), that would restrict or impact the availability or provisioning of Commingled arrangements under this Attachment or the Agreement, AT&T will provide notice to CLEC if the tariff change eliminates the availability of a product pursuant to the notification process associated with such access tariffs as provided for under Section 214.

2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

[1] Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

4. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

Advanced TelCom, Inc.

Signature: J Oxley

Name: J. Jeffery Oxley
(Print or Type)

Title: EVP General Counsel
(Print or Type)

Date: 5/21/08

Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent

Signature: Eddie A. Reed, Jr.

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 5-22-08

Resale OCN # *4267*

UNE OCN # *4269*

Switch Based OCN # *4269*

ACNA *DVN*

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

ADVANCED TELCOM, INC.

Signature: eSigned - Douglas K. Denney

Name: eSigned - Douglas K. Denney
(Print or Type)

Title: Vice President Cost and Policy
(Print or Type)

Date: 10 Jun 2016

Advanced TelCom, Inc.

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 07 Jul 2016

Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	4267	4269	4269
NEVADA	4267	4734	4734

Description	ACNA Code(s)
ACNA(s)	DVN

AMENDMENT TO THE AGREEMENT BETWEEN ADVANCED TELCOM, INC. AND NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A; and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al*., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.,* WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to* 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Lifeline and Link Up Services

   2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. Intercarrier Compensation

   3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

4. Forbearance

   4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

5. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement

(including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

    9.1. For Nevada: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Advanced Telcom, Inc.	Interconnection	4/7/02
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Advanced Telcom, Inc.	Interconnection	5/13/02

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound Traffic and Section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective Through 6/30/17)	L1T++	GOC00		$ 0.000700			MOU
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU (Effective 7/01/17)	L1T++	GOC00		$0.00			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131 (Effective Through 6/30/17)		GOC00		$ 0.0007			MOU
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131 (Effective 7/01/17)		GOC00		$0.00			MOU

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

ADVANCED TELCOM, INC. D/B/A INTEGRA TELECOM

Signature: eSigned - Douglas K. Denney

Name: eSigned - Douglas K. Denney
(Print or Type)

Title: Vice President Cost and Policy
(Print or Type)

Date: 30 Oct 2018

Advanced TelCom, Inc. d/b/a Integra Telecom

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 30 Oct 2018

Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	4267	4269	4269

Description	ACNA Code(s)
ACNA(s)	DVN

AMENDMENT TO THE AGREEMENT BETWEEN ADVANCED TELCOM, INC. D/B/A INTEGRA TELECOM AND PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

This amendment ("Amendment") revises the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("AT&T") and Advanced TelCom, Inc. d/b/b Integra Telecom ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved April 7, 2002 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to modify certain provisions related to Operator Services and Directory Assistance (OS/DA) and/or Customer Information Services; and

WHEREAS, on September 27, 2017, AT&T provided notification via Accessible Letter of its intent to discontinue Inward Service under Section 214 of the Act; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Delete all rates, terms and conditions pertaining to Inward Service (INW) from the Appendix or Attachment - Operator Services and Directory Assistance (OS/DA) or Customer Information Services (CIS) and any related Pricing Sheets and/or Price Schedules from the Agreement.

3. Add the following provisions to the Appendix or Attachment Operator Services and Directory Assistance (OS/DA) or Customer Information Services (CIS):

   CIS.1 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

   CIS.1.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Appendix or Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

   CIS.1.2 Termination:

      CIS.1.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Appendix or Attachment.

   CIS.1.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Appendix or Attachment.

   CIS.4 TERMINATION – ENTIRE APPENDIX OR ATTACHMENT OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES OR CUSTOMER INFORMATION SERVICES

   CIS.4.1 The Parties reserve the right to suspend or terminate, without penalty, this Appendix or Attachment in its entirety on one hundred eighty (180) days' written notice. The Appendix or Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Appendix or Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Appendix or Attachment will terminate ("Termination Date"), whichever date is earlier.

4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions

of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

9. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended.