

AGREEMENT

between

PACIFIC BELL TELEPHONE COMPANY

and

AT&T COMMUNICATIONS OF CALIFORNIA, INC.

Effective Date: 8/14/2000

08/14/2000

TABLE OF CONTENTS

	Page
PREFACE	1
AGREEMENT	1
RECITALS.....	1
GENERAL TERMS AND CONDITIONS.....	2
1. Provision Of Resale Service And Unbundled Elements	2
2. Term Of Agreement; Termination And Transitional Support.....	3
3. Good Faith Performance	4
4. Option To Obtain Local Services Or Network Elements Under Other Agreements	4
5. Responsibility Of Each Party	4
6. Governmental Compliance	5
7. Responsibility For Environmental Contamination	5
8. Regulatory Matters	6
9. CLEC Handbook, Interconnector's Collocation Services Handbook and Technical References.....	7
10. Forms	8
11. Liability and Indemnification	8
12. Intellectual Property	12
13. Audits And Inspections	13
14. Service Performance Measures And Financial Remedies.....	15
15. [Intentionally Omitted].....	17
16. Customer Credit History	17
17. Force Majeure	18
18. Taxes.....	19
19. Alternative Dispute Resolution.....	22
20. Notices	22
21. Confidentiality And Proprietary Information	23
22. Bona Fide Requests	25
23. Branding	27
24. Ameritech Merger Conditions	27
25. Assignment.....	27

TABLE OF CONTENTS

	Page
26. Insurance.....	28
27. Miscellaneous.....	30

ATTACHMENTS

Attachment 1	Definitions
Attachment 2	Acronyms
Attachment 3	Alternative Dispute Resolution
Attachment 4	Requirements Relating To Directories, Directory Listings, Directory Assistance Listings And Subscriber List Information
Attachment 5	Resale of Telecommunications Services
Attachment 6	Specifications, Service Descriptions and Implementation Schedule for Unbundled Network Elements and Combinations
Attachment 7	Operator Services and Directory Assistance Services
Attachment 8	Pricing
Attachment 9	Access to Operations Support Systems and Related Functions
Attachment 10	Ancillary Functions
Attachment 11	[Intentionally Omitted]
Attachment 12	[Intentionally Omitted]
Attachment 13	Billing and Recording
Attachment 14	Provision of Customer Usage Data
Attachment 15	Local Number Portability and Number Assignment
Attachment 16	Security
Attachment 17	[Intentionally Omitted]
Attachment 18	Interconnection

PREFACE
AGREEMENT

This Agreement is entered into by and between AT&T Communications of California, Inc., a California corporation, having an office at 795 Folsom Street, San Francisco, CA, 94107, on behalf of itself, TCG-Los Angeles, TCG-San Diego, TCG-San Francisco, and TCI Telephony Services of California, Inc. (individually and collectively "AT&T"), and PACIFIC BELL TELEPHONE COMPANY ("PACIFIC"), a California corporation, having an office at 140 New Montgomery Street, San Francisco, California 94105. The Agreement will be effective upon approval by the California Public Utilities Commission (the "Commission"), which date is August 14, 2000 ("Effective Date").

RECITALS

WHEREAS, The Telecommunications Act of 1996 was signed into law on February 8, 1996 (the "Act") and substantially amends the Communications Act of 1934; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, PACIFIC is an Incumbent Local Exchange Carrier; and

WHEREAS, PACIFIC is willing to sell unbundled Network Elements and Ancillary Functions and additional features, as well as services for resale, on the terms and subject to the conditions of this Agreement; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that PACIFIC negotiate an Agreement with AT&T for the provision of interconnection, unbundled Network Elements (including Ancillary Functions and additional features), and services pursuant to the Act and in conformance with PACIFIC's duties under the Act; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, AT&T and PACIFIC hereby agree as follows:

08/14/2000

GENERAL TERMS AND CONDITIONS

- 1 Provision Of Resale Service And Unbundled Elements
 - 1.1 This Agreement and its Attachments are subject to the Act, regulations thereunder and relevant FCC and Commission decisions. The effect on this Agreement of changes in the Act, regulations thereunder and relevant FCC and Commission decisions is set forth in Section 8.3 of this Agreement.
 - 1.2 This Agreement consists of this statement of General Terms and Conditions (Preface) and Attachments 1 through 18, inclusive.
 - 1.3 To the extent provided in this Agreement and its Attachments, the Network Elements, Ancillary Functions, Combinations, or other services provided pursuant to this Agreement may be connected to other Network Elements, Ancillary Functions, Combinations, or other services provided by PACIFIC or to any Network Elements, Ancillary Functions, Combinations, or other services provided by AT&T itself or by any other vendor. To the extent provided in this Agreement and its Attachments, AT&T may, at any time add or delete the Network Elements, Ancillary Functions, Resale Services, Combinations or other services purchased hereunder.
 - 1.4 PACIFIC will not discontinue any unbundled Network Element, Ancillary Service or Combination thereof that PACIFIC is required to provide to AT&T under this Agreement during the term of this Agreement without AT&T's consent, except (i) to the extent required by network changes or upgrades, in which event PACIFIC will comply with the network disclosure requirements stated in the Act and FCC regulations thereunder or (ii) if permitted by Section 8.3 (Changes in Law) of this Agreement.
 - 1.5 PACIFIC will not withdraw any Resale Service without providing one-hundred five (105) days advance notice, from the date of notice to the date of withdrawal of the service, to AT&T of PACIFIC's intent to withdraw the service, inclusive of the time required to file and the Commission to consider an advice letter to withdraw the service pursuant to General Order 96A. If PACIFIC discontinues a Resale Service, PACIFIC shall either (a) to the extent PACIFIC does so for its retail end users, limit the discontinuance to new customers and grandfather the service for all AT&T resale customers who subscribe to the service as of the date of discontinuance; or (b) offer to AT&T for resale an alternative service that is subject to the Act's resale requirement and that has substantially similar capabilities and terms

08/14/2000

and conditions.

2 Term of Agreement; Termination and Transitional Support

- 2.1 This Agreement shall be effective on the Effective Date and shall remain effective until August 13, 2003, and thereafter the Agreement shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no less than six (6) months before the above-referenced date. Either Party may petition the Commission to arbitrate any open issues in such renegotiations within the time periods established by Section 252 of the Act.
- 2.2 PACIFIC recognizes that AT&T may itself provide or retain another vendor to provide Network Elements, Ancillary Functions, Combinations, resale services or other services comparable to those provided hereunder. In such event, PACIFIC and AT&T agree to cooperate in an orderly and efficient transition to AT&T or another vendor. PACIFIC and AT&T further agree to cooperate in effecting the orderly transition to AT&T or another vendor such that the level and quality of the Network Elements, Ancillary Functions, Combinations, Resale Services, and other services are not degraded and to exercise their good faith reasonable efforts to effect an orderly and efficient transition. AT&T shall be responsible for coordinating such transition.
- 2.3 AT&T may terminate any service(s), Interconnection, or Network Element(s) provided by PACIFIC under this Agreement upon thirty (30) days prior written notice to PACIFIC, unless a different notice period or different conditions are specified in this Agreement for termination of such service(s), Interconnection, or Network Element(s), in which event such specific period and conditions shall apply.
- 2.4. 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 End User service and fails to cure such material nonperformance or material breach within forty-five (45) days after written notice thereof.
- 2.5 If, pursuant to subsection 2.1, this Agreement continues in force and effect after the termination date specified in such subsection, the terms, conditions, rates and charges provided for herein will continue to apply, subject, to the maximum extent reasonably possible, to a retroactive true-up to such termination date based upon the terms,

08/14/2000

conditions, rates and charges provided for in the new agreement referred to in subsection 2.1.

3 Good Faith Performance

In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action shall not be unreasonably delayed, withheld or conditioned.

4 Option to Obtain Local Services or Network Elements Under Other Agreements

To the extent required by section 252(i) of the Act, regulations thereunder and relevant court decisions, PACIFIC shall make available to AT&T, 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.

5 Responsibility of Each Party

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

08/14/2000

6 Governmental Compliance

AT&T 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. AT&T 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 (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate 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, Resale Services and other services pursuant to this Agreement. To the extent necessary, AT&T will cooperate with PACIFIC in obtaining such rights and privileges. Notwithstanding the prior provisions of Section 6, PACIFIC's obligations to obtain third party intellectual property rights shall be as set forth in Section 12 of this Agreement.

7 Responsibility For Environmental Contamination

7.1 AT&T shall in no event be liable to PACIFIC for any costs whatsoever resulting from the presence or release of any environmental hazard that AT&T did not introduce to the affected work location, provided that activities of AT&T or its agents did not cause or contribute to a release. PACIFIC shall indemnify, defend (at AT&T's request) and hold harmless AT&T, 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.

7.2 PACIFIC shall in no event be liable to AT&T 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. AT&T 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)

08/14/2000

any environmental hazard that AT&T, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which AT&T is responsible under applicable law.

8 Regulatory Matters

- 8.1 PACIFIC shall use good faith reasonable efforts to obtain and keep in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall use good faith reasonable efforts to obtain and keep in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its obligations under this Agreement, and with its offering of services to AT&T Customers contemplated by this Agreement. AT&T shall reasonably cooperate with PACIFIC in obtaining and maintaining any required approvals for which PACIFIC is responsible, and PACIFIC shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible. Nothing in this Section 8.1 shall be interpreted as requiring either Party to take any particular position in connection with any judicial, regulatory or legal proceeding.
- 8.2 To the extent that PACIFIC is required by any Governmental Authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, the terms of this Agreement shall control, unless this Agreement links a term, condition or price in this Agreement to a specific tariff, in which case the terms of the tariff as modified from time to time will apply. If, subsequent to the effective date of any tariff incorporated by reference into this Agreement, PACIFIC is ordered not to file tariffs with the state regulatory commission or the FCC, or is permitted not to file tariffs (and elects not to do so), either generally or for specific Network Elements, Ancillary Functions, Combinations, Resale Services or other services provided hereunder, the terms and conditions of such tariffs as of the date on which the requirement to file such tariffs was lifted shall, to the degree not inconsistent with this Agreement, be deemed incorporated in this Agreement by reference.

08/14/2000

8.3 Changes in Law

In the event that any legally binding legislative, regulatory, judicial or other legal action renders this Agreement or any Attachment hereto inoperable, affects any material terms of this Agreement, or materially affects the ability of AT&T or PACIFIC to perform any material terms of this Agreement, AT&T or PACIFIC may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall be referred to the Alternative Dispute Resolution procedures set forth in Section 19 and Attachment 3. For purposes of this section, legally binding means that the legal ruling has not been stayed; no request for a stay is pending and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

8.4 Pursuant to Decision No. 96-12-034 (at 11-12), unless the Parties voluntarily agree otherwise, all terms of this Agreement will be subject to modification based on future Commission decisions.

9 CLEC Handbook, Interconnector's Collocation Services Handbook and Technical References

9.1 This Agreement makes reference to portions of PACIFIC's CLEC Handbook, PACIFIC's Interconnector's Collocation Services Handbook and certain other handbooks, technical publications and similar documents written and published by PACIFIC. Provisions in the referenced documents (or referenced portions of the documents if the entire document is not referenced) at the time negotiation of this Agreement concludes shall apply to the relationship between the Parties, to the extent the provisions neither add to nor conflict with the terms and conditions in this Agreement and are consistent with Applicable Law. If PACIFIC makes material changes to the referenced documents after negotiation of this Agreement concludes, those changes shall not apply to the relationship between the Parties unless mutually agreed.

08/14/2000

10 Forms

PACIFIC advises that it needs AT&T to complete certain forms, including forms referenced in this Agreement, in order for PACIFIC to provide certain services, features or items under this Agreement. Provisions in such forms at the time negotiation of this Agreement concludes shall apply to the relationship between the Parties under this Agreement and be binding upon the Parties unless such provisions conflict with provisions of this Agreement. If PACIFIC makes material changes to a form after negotiation of this Agreement concludes, or introduces a new form containing provisions that materially affect the relationship between the Parties, PACIFIC will implement such change or new form in accordance with any agreements reached in the California CLEC User Forum. If, notwithstanding the California CLEC User Forum, the Parties are unable to resolve concerns regarding proposed changes or new forms, AT&T may seek resolution with the Commission, and PACIFIC may implement such changes or new forms unless prohibited by injunction or stay. Changes to forms or new forms to be used to implement legal or regulatory mandates are exempt from these requirements to the extent PACIFIC, acting in good faith, is unable to timely address AT&T's concerns in the above-referenced forum.

11 Liability and Indemnification

11.1 Liability

- 11.1.1 Liabilities of AT&T - AT&T's liability to PACIFIC during any Contract Year resulting from any and all causes, other than as specified in Sections 6, 7, 11.1.3 and 11.2.1, shall not exceed the total of any amounts due and owing by AT&T to PACIFIC under this Agreement during the Contract Year during which such cause accrues or arises.
- 11.1.2 Liabilities of PACIFIC - PACIFIC's liability to AT&T during any Contract Year resulting from any and all causes, other than as specified in Sections 6, 7, 11.1.3 and 11.2.1, shall not exceed Twenty Five Million Dollars (\$25,000,000).
- 11.1.3 No Consequential Damages - NEITHER AT&T 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

08/14/2000

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 11 SHALL LIMIT PACIFIC'S OR AT&T'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY PACIFIC'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 11 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW. FOR PURPOSES OF THIS SECTION 11, AMOUNTS DUE AND OWING TO EITHER PARTY PURSUANT TO SECTION 14 SHALL NOT BE CONSIDERED TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES.

11.2. 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 11.2.1 below. The Parties shall indemnify each other with respect to intellectual property matters in accordance with the terms and conditions set forth in Section 11.2.3 below.

- 11.2.1 Obligation to Indemnify – General - Except as otherwise provided in Section 12, 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")

08/14/2000

(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.

11.2.2 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 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

08/14/2000

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.

11.2.3 Obligation to Indemnify – Intellectual Property

11.2.3.1 Notwithstanding any other provision of this Section 11, PACIFIC shall indemnify and defend AT&T from and against all liability, losses, claims, costs, damages, demand, penalties or other expenses, including but not limited to costs of litigation and reasonable attorneys fees, resulting from any violation by PACIFIC of Section 12 (Intellectual Property) hereof or from any violation by PACIFIC of any obligations related to intellectual property imposed upon PACIFIC pursuant to any Commission decision. AT&T acknowledges that its right under this Agreement to interconnect with PACIFIC's network and to unbundle and/or combine PACIFIC's network elements (including combining with AT&T's network elements) may be subject to or limited by intellectual property (including, without limitation, patent, copyright, and trade secret rights) and contract rights of third parties and that PACIFIC's obligations to AT&T related to such third party rights are limited to those set forth in Section 12 and Commission decisions. Subject to PACIFIC's obligations under Section 12 and any Commission decisions to obtain certain consents, authorizations, or licenses to intellectual property or proprietary rights held by third parties, it is the obligation of AT&T to obtain all other consents, authorizations, or licenses to intellectual property or proprietary rights held by third parties that may be necessary for AT&T's use of PACIFIC network facilities under this Agreement. Except to the extent required by Section 12 or by Commission decisions, PACIFIC hereby conveys no licenses to use such intellectual property rights and makes no warranties, express or implied, concerning AT&T's (or any third party's) rights with respect to such intellectual property and contract rights, including, without limitation, whether such rights will be violated by such interconnection or unbundling and/or combining of elements (including combining with AT&T's network elements) in PACIFIC's network. Subject to PACIFIC's obligations under this Section 11.2.3.1 and under Section 12 and under any

08/14/2000

Commission decisions, PACIFIC does not and shall not indemnify or defend, nor be responsible for indemnifying or defending, AT&T for any liability, losses, claims, costs, damages, demand, penalties or other expenses arising out of, caused by, or relating to AT&T's interconnection with, PACIFIC's network and unbundling and/or combining PACIFIC's network elements (including combining with AT&T's network elements).

- 11.2.3.2 Subject to PACIFIC's obligations under Section 11.2.3.1 and under Section 12 (Intellectual Property) and under any Commission decisions, AT&T agrees to release, indemnify and hold PACIFIC harmless from and against all liability, losses, claims, costs, damages, demand, penalties or other expenses, including but not limited to costs of litigation and reasonable attorneys fees, arising out of, caused by, or relating to any real or potential claim, demand, or action that AT&T's interconnection with PACIFIC's network, or AT&T's use of services or functions offered hereunder, or unbundling and/or combining of PACIFIC's network elements (including combining with AT&T's network elements) violates or infringes upon any intellectual property rights of any third party or constitutes a breach of contract.

12. Intellectual Property

- 12.1 When AT&T purchases from PACIFIC an Unbundled Network Element involving access to intellectual property, PACIFIC shall provide to AT&T:
- 12.1.1 A list of software vendors, if any, who require a separate right-to-use agreement with AT&T in addition to PACIFIC's own agreement with the vendor.
- 12.1.2 To the extent a software vendor must be listed pursuant to Section 12.1.1, a description of any specific license agreements in effect between PACIFIC and a software vendor for each type of software, i.e., specific uses, limits on number of users, or number of minutes. PACIFIC shall contact the switch vendors to determine if the switch vendors want AT&T to sign a nondisclosure agreement to obtain this information about the software license.
- 12.1.3 At the written request of AT&T after receiving notice from PACIFIC under Section 12.1.1, PACIFIC shall negotiate

08/14/2000

on AT&T's behalf any necessary right-to-use agreements for use of the software. Such agreements shall parallel the right to use in PACIFIC's own agreement with the vendor. Since PACIFIC is already recovering this cost in its UNE prices, PACIFIC shall not charge AT&T a fee for negotiations with the software vendor and shall not charge AT&T a right-to-use fee.

- 12.2 AT&T shall also have the option of negotiating any necessary right-to-use agreements directly with software vendor.
- 12.3 The Parties will notify each other of any pending or threatened intellectual property claims related to AT&T's and/or PACIFIC's networks of which such Party is aware, and will provide to the other Party periodic and timely updates of such notification as appropriate, so that the other Party receives maximum notice of any intellectual property risks that it may want to address.
- 12.4 This Section 12 is intended to implement requirements stated in Commission Decision D. 98-12-069, and shall be modified to conform with any future rulings that change those requirements.

13. Audits and Inspections

- 13.1 Subject to PACIFIC's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T may audit PACIFIC's books, records, and other documents once in each Contract Year for the purpose of evaluating the accuracy of PACIFIC's billing and invoicing for services provided by PACIFIC to AT&T hereunder. AT&T may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to PACIFIC.
- 13.2 Subject to AT&T's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, PACIFIC may audit AT&T's books, records, and other documents once in each Contract Year for the purpose of evaluating the accuracy of AT&T's billing and invoicing for services provided by AT&T to PACIFIC hereunder. PACIFIC may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to AT&T.
- 13.3 Each Party shall promptly correct any billing or invoicing errors that are revealed in an audit, including making refund of any overpayment in the form of a credit, or payment of any under

08/14/2000

payment in the form of a debit, on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Attachment 3.

- 13.4 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of each Party's billing and invoicing.
- 13.5 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least three percent (3%) of the amounts payable by the Party being audited under this Agreement during the period covered by the audit.
- 13.6 Audits shall be at the requesting Party's expense, subject to reimbursement by the audited Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the requesting Party hereunder by an amount that is, on an annualized basis, greater than three percent (3%) of the aggregate charges to the requesting Party under this Agreement during the period covered by the audit.
- 13.7 Upon (i) the discovery by a Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the audited Party shall promptly reimburse the requesting Party the amount of any overpayment, plus interest at the prime rate compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 13.8 Upon (i) the discovery by either Party of underpayments not previously paid to the other Party, or (ii) the resolution of disputed audits, the audited Party shall promptly pay the other Party the amount of any underpayment, plus interest at the prime rate compounded daily from the date of underpayment to and including the date that payment is actually made.
- 13.9 Subject to the audited Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, each Party shall have the following audit rights in addition to the financial audit rights provided above: (a) if either Party has a

08/14/2000

reasonable basis to believe that an audit is required to confirm the other Party's compliance with the Act or this Agreement, such Party may inspect once, in each Contract Year, the other Party's books, records, and other documents relevant to the Network Elements, Ancillary Functions, Combinations, Local Services, or other services provided under this Agreement for the purpose of evaluating the other Party's compliance with the terms and conditions of this Agreement; and (b) the Parties shall have the audit rights specified in Section 14 and Attachment 18. The auditing Party's employees may conduct audits pursuant to this Section 13.9, unless the audited Party reasonably maintains that the books, records and other documents relating to the auditing Party are impossible or impractical to segregate from documents containing proprietary information of other parties, in which case, the audit shall be conducted by a mutually designated third party auditor, with the expense shared equally by the Parties, provided, however, that (a) if the auditor finds that the audited Party has complied with the Act or this Agreement, the auditing Party shall pay for the audit; and (b) if the auditor finds that audited Party has not complied with the Act or this Agreement, the audited Party shall pay for the audit.

14 Service Performance Measures And Financial Remedies

- 14.1 Service Performance Measures. The service performance measures ordered for reporting by the state commission that approved this Agreement under Section 252 of the Act, including any subsequently commission-ordered modifications, are incorporated by reference into this Agreement and shall apply to PACIFIC's performance under this Agreement.
- 14.2 Financial Remedies. Subject to Section 14.3 hereof, the financial remedies, if any, for breaches, defaults or performance failures by PACIFIC in connection with the Service Performance Measures (under Section 14.1) which are ordered by the state commission that approved this Agreement under Section 252 of the Act, including any subsequently commission-ordered modifications to such financial remedies, are incorporated by reference into this Agreement and shall apply to PACIFIC's performance under this Agreement. Such state commission-ordered financial remedies, if any, shall apply prospectively and only from the date such order is effective.

The Parties are unable to agree as to whether payment by PACIFIC of such remedies under this Section 14.2 must, as a

08/14/2000

matter of law, meet the following three conditions in order to be enforceable under state law: (a) be in the nature of liquidated damages to AT&T, (b) be in lieu of all other damages related to the breach, default or other performance failure and (c) be agreed to by both Parties. Each Party is free to assert its position on these issues in connection with attempting to enforce or resist enforcement, as the case may be, of these remedies and in connection with attempting to seek, or resisting, other allegedly available remedies for damages for breach of this Agreement.

If the state commission that approved this Agreement expressly decides these issues, such decision, subject to appellate rights, shall be binding upon the Parties. If the state commission that approved this Agreement does not expressly decide these issues, then either Party may seek a determination in a court of competent jurisdiction (including appeals, if any) as to these issues.

Until these issues are fully resolved between the Parties (including appeals, if any), any such actions to enforce these financial remedies or to recover other allegedly available remedies for damages related to breach, default or other performance failure under this Agreement may be brought only in state civil or federal court and are not subject to Dispute Resolution under Attachment 3 to this Agreement if either Party notifies the other Party that it intends to assert its positions on these issues and the other Party refuses to accept those positions.

If the Parties agree on these issues for all purposes and all future actions under this Agreement, any action to enforce these financial remedies may be pursued in accordance with the Dispute Resolution procedures under Attachment 3 to this Agreement unless the state commission order provides for another venue.

The Parties agree that it is their intent that a declaration or determination of the nature of the remedies should not result in the remedies being deemed unenforceable if their enforceability can be saved by declaring or determining that they are in lieu of all other damages related to the breach, default, or other performance failure hereunder, in which case the Parties agree to treat the remedies as such.

By paying financial remedies prior to the resolution of such issues, the Parties agree that Pacific does not waive its rights herein to assert that the payments are liquidated damages and in lieu of all other damages related to the breach, default, or other performance failure hereunder.

08/14/2000

If payments are made for any reason by PACIFIC to AT&T on account of a breach, default or other performance failure, the amount of such payments will be credited against the amount of financial remedies otherwise payable hereunder for such breach, default or other performance failure.

- 14.3 Reservation of Rights. The Parties' agreement to Sections 14.1 and 14.2 is expressly made subject to the Parties' appellate rights as to the state commission orders referenced therein, including, without limitation, the Parties' right to object to the manner in which the measures and remedies were imposed (including the absence of mutual consent) and the Parties' right to object that the amount of the remedies is not proper and/or violates either of the Parties' due process rights or rights under contract law.

15 [Intentionally Omitted]

16 Customer Credit History

AT&T and PACIFIC agree to make available to the Centralized Credit Check System (CCCS) on a timely basis the following customer payment history components for each person or entity that applies for local or intraLATA toll Telecommunications Service(s) from either carrier, and for each unpaid closed account. Such information shall be provided on the condition that the CCCS will only make such information available to the carrier to which the person or entity in question has applied for telephone service when CCCS has unpaid closed account information for that applicant.

08/14/2000

Customer's full name, surname, given name, middle name or initial;
Service address, when service was/is provided;
Mailing address, where bills are sent;
Current telephone number;
Applicant's previous phone number; if any;
Spouse's name, if applicable;
Valid identifying number(s) for customer and/or spouse, e.g. Social Security Number, Driver's License, etc.;
Specific Data regarding accounts that have left an unpaid debt with the utility; and
Payments and adjustments on unpaid accounts to update current balance due information.

17 Force Majeure

- 17.1 Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, or ordinance of any government or legal body; strikes; acts or omissions of a Party's subcontractors, material men, suppliers or other third persons providing products or services to such Party; or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. 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 relate to the performance so interfered with). The affected Party shall act in good faith to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.
- 17.2 Notwithstanding subsection 17.1, preceding, no delay or other failure to perform shall be excused pursuant to this Section by the acts or omissions of a Party's subcontractors, material men, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure condition or unless such acts or omissions are beyond the reasonable control of such Party.

08/14/2000

18 Taxes

- 18.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, these Taxes shall be billed as a separate item on the invoice.
- 18.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by applicable law and tariffs to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:
- 18.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.
- 18.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate, as set forth in Section 2.7 of Attachment 13.
- 18.2.3 Notwithstanding Section 18.2.2. above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing Party, the providing party may back bill the Tax to the purchasing Party for a period, not exceed four years from the date of the notice of proposed adjustment. In order for the

08/14/2000

providing Party to be permitted to backbill a tax under this section, the purchasing Party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing Party to exercise any rights it might have to contest the notice of proposed adjustment.

- 18.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by applicable law as reflected in appropriate tariff(s) on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 18.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax to the extent provided in Section 18.2 and all Subsections thereunder; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 18.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

08/14/2000

- 18.6 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 18.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law as reflected in appropriate tariff(s) excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 18.8 With respect to any Tax or Tax controversy covered by this Section 18, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and as reflected in appropriate tariff(s) and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 18.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 18 shall be sent in accordance with Section 20 hereof.

08/14/2000

19 Alternative Dispute Resolution

All disputes, claims or disagreements (collectively "Disputes") involving the construction, interpretation or enforcement of this Agreement or its breach shall be determined as set forth in Attachment 3 (Alternative Dispute Resolution.) In no event shall the Parties permit the pendency of a Dispute to disrupt service to any AT&T Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section 19 nor Attachment 3 shall be construed to prevent either Party from (a) invoking a remedy required or permitted by the Act or FCC or Commission regulations or (b) seeking and obtaining equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 3.

20 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, by prepaid overnight express service, or by certified or registered US Mail, return receipt requested, to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

Kathleen Whiteaker
AT&T
915 West Beltline Road
Cedar Hill, TX 75104

and

Ruth D. MacNaughton
AT&T
795 Folsom Street, Room 2166
San Francisco, CA 94107

If to PACIFIC:

Paul O'Sullivan
Pacific Bell
370 Third Street, Room 401 I
San Francisco, CA 94107

and

08/14/2000

Duane Henry
Pacific Telesis Group
140 New Montgomery Street
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.

21 Confidentiality and Proprietary Information

- 21.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by the one Party (Discloser) to the other Party (Recipient) and identified by the Discloser as Confidential Information in accordance with Section 21.2.
- 21.2 All information which is to be treated as Confidential Information under this Agreement shall:
- 21.2.1 if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information" or with a similar proprietary legend; and
- 21.2.2 if oral, the information shall either (i) be identified by the Discloser as "Confidential Information" at the time of disclosure; or (ii) be identified as "Confidential Information" in a written notice provided by the Discloser to the Recipient within ten days after the disclosure.
- 21.3 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information. Notwithstanding the foregoing, all forecasts, customer identifiable information, business plans or other marketing information and network architecture plans or other technical information provided by one Party to the other shall be deemed "Confidential Information" subject to the protections of this Section, whether or not such tangible information bears a proprietary legend, and whether or not such oral information has been reduced to writing.

08/14/2000

- 21.4 In addition to any requirements imposed by applicable law, including, but not limited to, 47 U.S.C. § 222, for a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement; (b) to hold it in confidence and disclose it to no one other than its employees, contractors or Affiliates having a need to know for the purpose of performing under this Agreement; and (c) 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 contractor, agent or consultant, such disclosure must be mutually agreed to in writing by the Parties to this Agreement, and the contractor, agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.
- 21.5 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.
- 21.6 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 and Confidential Information that is required to be retained as a result of legal or regulatory document retention requirements. 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.
- 21.7 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. 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 the

08/14/2000

provision of interLATA services by PACIFIC. Additionally, the Recipient may disclose Confidential Information if so required by law, to 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 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.

- 21.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.
- 21.9 Except 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.
- 21.10 Each Party agrees that the Discloser would be irreparably injured by a breach of this Section 21 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 21. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 21, but shall be in addition to all other remedies available at law or in equity.
- 21.11 Nothing in this Section 21 or any other Section of this Agreement shall prevent PACIFIC from using Recorded Usage Data for the limited purpose of network planning and management.

22 Bona Fide Requests

- 22.1 AT&T may use the Bona Fide Request (BFR) process to submit a request to PACIFIC for a Network Element, Combination or method of interconnection not previously defined. PACIFIC shall respond to a Bona Fide Request from AT&T in the manner and within the time periods specified below:

22.2 BFR Responses

22.2.1 "Yes" Responses

Pacific shall provide "yes" responses to AT&T 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

08/14/2000

construction to AT&T within an additional 24 days. Any cost support information provided by PACIFIC shall be in sufficient detail to allow AT&T to negotiate for provision of the method of Interconnection or the UNE.

22.2.2 “No” Responses

Pacific shall provide “no” responses to AT&T within fifteen (15) days. If Pacific rejects a Bona Fide Request made by AT&T on the basis of technical problems, Pacific must provide AT&T a detailed explanation in writing why the request is not technically feasible. Additionally, a “no” response by PACIFIC may refer AT&T to a UNE or method of interconnection other than the one AT&T 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.

22.2.3 Within thirty (30) calendar days of its receipt of a “yes” response from PACIFIC to its the Bona Fide Request, AT&T shall either confirm an order for such BFR Item pursuant to PACIFIC’s response or request modifications in the response or price quotation. If AT&T believes that PACIFIC’s response to AT&T’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, AT&T may pursue Alternative Dispute Resolution under Attachment 3 to this Agreement, including any applicable expedited dispute resolution procedure.

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

23 Branding

Services offered by AT&T that incorporate Network Elements, Ancillary Functions or Combinations made available to AT&T pursuant to this Agreement, and Resale Services that AT&T offers for resale shall be branded as stated in the Attachments to this Agreement. In no event shall PACIFIC personnel installing or repairing AT&T Resale Services, Network Elements, or Combinations initiate a conversation with the AT&T Customer to market PACIFIC products or services. PACIFIC personnel shall respond to any inquires from AT&T Customers concerning PACIFIC's products or services by providing a telephone number to call for information.

24 Ameritech Merger Conditions

PACIFIC agrees to make the SBC/Ameritech Merger Conditions, approved by the FCC (In re Applications of Ameritech Corp., Transferor, and SBC Communications Inc., Transferee, For Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95 and 101 of the Commission's Rules, Memorandum Opinion and Order, CC Docket No. 98-141 (rel. October 8, 1999)), available to AT&T in accordance with the terms thereof.

25 Assignment

Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement, in whole or in part, (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which will not be unreasonably withheld; provided, however, that either Party may assign this Agreement, in whole or in part, to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prompt written notice to the other Party of such assignment or transfer. Any prohibited assignment or transfer shall be null and void. Without limiting the generality of the foregoing, this Agreement (if assigned in whole), or the assigned portion of this Agreement (if assigned in part), shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

08/14/2000

26 Insurance

- 26.1 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverages and limits and any additional insurance and/or bonds required by Applicable Law:
- 26.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
 - 26.1.2 Commercial General Liability insurance with minimum limits of: \$5,000,000 General Aggregate limit; \$2,500,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$2,500,000 each occurrence sub-limit for Personal Injury and Advertising; \$5,000,000 Products/Completed Operations Aggregate limit, with a \$2,500,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,500,000 are also required if this Agreement involves collocation. Each Party must be named as an Additional Insured on the other Party's Commercial General Liability policy, but only with respect to liability arising from the respective parties' operations for which they have assumed responsibility herein.
 - 26.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. Each policy shall contain a waiver of subrogation in favor of the other Party.
 - 26.1.4 Each Party shall require subcontractors providing services under this Agreement to maintain reasonable types and amounts of insurance coverage. Each Party shall inform the other Party of those requirements upon request. If either Party believes the other Party's required amounts are commercially inadequate, either Party may submit the dispute to Dispute Resolution under Attachment 3 of this Agreement.
 - 26.1.5 Except as respects either Party's captive insurance company, the Parties agree that companies affording the insurance coverages required under Section 26 shall have

08/14/2000

a rating of A- or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Both at the time of execution of this Agreement and prior to the expiration of any insurance policy required herein, each Party shall provide to the other Party a certificate of insurance evidencing such insurance coverage. To the extent that one Party is afforded coverage under an insurance policy of the other Party, the other Party's insurance policy shall be primary and non-contributory. Each party agrees to provide the other with at least 30 days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein. At any time that a Party relies on such Party's captive insurance company to provide any of the coverages required hereunder, such captive insurance company shall have a minimum net worth of \$15 million. In the case of such captive insurance company, the requirement of this Section 26.1.5 to provide a certificate of insurance shall be complied with by providing the other Party with a copy of the most recent audited balance sheet of such captive insurance company.

26.1.6 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

26.1.6.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

26.1.6.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

26.1.6.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide reasonably acceptable evidence to the other Party that it maintains at least an investment grade (e.g., BBB or higher) debt or credit rating as determined by

a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps or that such self-insurance obligations are fully supported, in a manner reasonably acceptable to the other Party, by a bond, letter of credit, guaranty or other security payable by an entity (which may include a corporate affiliate of CLEC) domiciled in the United States that maintains such debt or credit rating.

- 26.2 For all locations other than those governed by 3D agreements between PACIFIC and AT&T, PACIFIC shall maintain All Risk Property Insurance with limits covering the full replacement value of the building and contents, other than the contents belonging to AT&T, on either an agreed amount or 100% coinsurance basis. This policy shall include a waiver of subrogation in favor of AT&T. PACIFIC shall have the right to self-insure this obligation, and agrees to waive any rights of recovery from AT&T.

27 Miscellaneous

- 27.1 Subcontracting - If any obligation of either Party under this Agreement is performed through a subcontractor, the original Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through subcontractors, and shall be solely responsible for payments due its subcontractors. No contract, subcontract or other agreement entered into by either Party with any third party in connection with the provision of Local Services or Network Elements hereunder shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.
- 27.2 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.
- 27.3 No Third-Party Beneficiaries - Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.
- 27.4 Referenced Documents - Whenever any provision of this Agreement refers to a technical reference, technical publication,

08/14/2000

AT&T practice, PACIFIC practice, tariff, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into, or referenced by, this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T practice, PACIFIC practice, tariff, or publication of industry standards. Should there be an inconsistency between or among incorporated or referenced publications or standards, the Parties shall mutually agree which requirement shall apply. In the event of any inconsistency between this Agreement and any such referenced document, this Agreement shall prevail.

- 27.5 Governing Law - The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of California other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in San Francisco, California and waive any and all objections to San Francisco, California venue.
- 27.6 Publicity and Advertising - 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.
- 27.7 Amendments or Waivers - Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed either by an officer of the Party against whom such amendment, waiver or consent is claimed or by the designated representative of such an officer. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement neither Party waives any right granted to it pursuant to the Act.
- 27.8 Severability - If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable

08/14/2000

provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

- 27.9 Entire Agreement - This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 27.10 Definitions and Diagrams: The definitions contained in Attachment 1 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 Attachment 1 or any other part of this Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Attachments and any specific definition in an Attachment other than Attachment 1 shall supersede the definition in Attachment 1. Throughout this Agreement and its Attachments, various diagrams are used. These 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.
- 27.11 Survival of Obligations - Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information and limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.
- 27.12 Executed in Counterparts - This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.
- 27.13 Headings of No Force or Effect - The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

08/14/2000

- 27.14 Nothing in this Agreement alters, diminishes or expands the right of either Party to initiate or participate in any legal proceeding on any topic, whether related to the Act, FCC regulations, Commission actions or related to any other matter. Notwithstanding this Agreement, each Party is free to take any position or to oppose any position in any such legal proceeding.

In witness whereof, the Parties have executed this Agreement through their authorized representatives.

PACIFIC BELL TELEPHONE COMPANY

AT&T COMMUNICATIONS
OF CALIFORNIA, INC.

By: _____
Cynthia G. Marshall
Vice President - Regulatory

By: _____
William L. West
Regional Vice President
Local Services & Access Management

August 8, 2000

August 8, 2000

08/14/2000

ATTACHMENT 1

DEFINITIONS

08/14/2000

DEFINITIONS

The following terms are defined below for purposes of this Agreement. In addition, all definitions stated in the Act shall apply to this Agreement.

1. "Access Tandem Switches" are switches used to connect End Offices to Interexchange Carrier switches, CLEC switches or cellular switches. Access Tandem Switches may also be used to connect and switch traffic between and among Central Office Switches. An Access Tandem Switch does not include a PBX.
2. "Account Owner" is a term used with reference to LIDB to refer to the Party that places orders on behalf of its End Users.
3. "Act" means the Communications Act of 1934, 47 U.S.C. 151 et seq., as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission.
4. "Adjacent Structure" is an AT&T provided structure placed on PACIFIC's property contiguous to an Eligible Structure. This arrangement is only permitted when physical collocation space is exhausted inside the Eligible Structure and to the extent technically feasible. This definition shall be modified by the Parties to conform to the determination in the Collocation Phase of the OANAD proceeding as to whether adjacent off-site arrangements shall be treated as "interconnection" or "collocation".
5. "Advanced Intelligent Network (AIN) Trigger Capability" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.
6. "Advanced Services" is as defined in the FCC's *Advanced Services Order*.
7. "*Advanced Services Order*" means the *First Report and Order and Further Notice of Proposed Rulemaking issued In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability* (CC Docket No. 98-147, FCC 99-48) (released March 31, 1999).
8. "Affiliate" is as defined in the Act.
9. "Alternate Billing Service" (ABS) means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

10. "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/Telcordia as GR-1100-CORE which defines the industry standard for message recording.
11. "Ancillary Functions" are services, facilities, functions or arrangements that PACIFIC offers to AT&T in connection with or related to Network Elements, resale and/or interconnection. Ancillary Functions consist of collocation, access to rights of way, E911 arrangements, and may include other services, facilities, functions or arrangements as mutually agreed by the parties.
12. "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 or relate to Work Locations or the subject matter of this Agreement.
13. "AT&T Customer" means a residential or business purchaser of service from AT&T.
14. "Augment" means a request from AT&T to add equipment and/or cable and/or floor space to an existing Physical Collocation arrangement.
15. "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.
16. "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call originates.
17. "Billed Number Screening (BNS)" means a process that uses a Database to determine specific characteristics and/or End User preferences with respect to a billed number.
18. "Binder Groups" are defined as binder or cable sheaths housing multiple loops for efficient administration before the loops enter the Central Office.
19. "Bona Fide Request" ("BFR") means the process described in Section 22 of the Preface (General Terms and Conditions) of this Agreement applicable to requests by AT&T for Network Elements, methods of interconnection or services not defined in this Agreement and Pacific's responses to such requests.
20. "Busy Line Verification" or "BLV" means a service in which an End User requests an operator to confirm the busy status of a line.

21. "Busy Line Verification and Interrupt" or "BLVI" means a service in which an end user requests an operator to confirm the busy status of a line and requests an interruption of the call.
22. "CABS" means the Carrier Access Billing System.
23. "Calling Name (CNAM) database " means a Party's database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.
24. "Calling Name Information" (CNI) means a Telecommunications Carrier's records of its End User names associated with one or more assigned ten-digit telephone numbers.
25. "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.
26. "Central Office Switch" or "Central Office" means a switching entity within the public switched telecommunications network that serves as either an End Office Switch, a Tandem Switch or a combination thereof.
27. "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.
28. "Centrex" means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like features.
29. "CLASS (Custom Local Area Signaling Service) and Custom Calling Features" means a grouping of optional enhancements to basic local exchange service that offers special call handling features to end users (e.g. call waiting, call forwarding, and automatic redial).
30. "CNAM Query" is Pacific's LIDB Service Application that allows AT&T to query Pacific's LIDB for Calling Name Information in order to deliver that information to AT&T's End Users.
31. "Collocation" refers to the placement of AT&T-owned or specified equipment which is necessary for interconnection or access to unbundled Network Elements within or near PACIFIC's Eligible Structures. Collocation also includes PACIFIC providing resources necessary for the operation and use of collocated equipment. This definition shall be modified by the Parties, if necessary, to conform to the determination in the Collocation Phase of the OANAD proceeding as to whether

32. "Collocation Area" means any area used for collocation, including the common area providing access to Dedicated Space.
33. "Commercial Mobile Radio Services Provider" or "CMRS Provider" means a provider of Commercial Mobile Radio Services ("CMRS") e.g., cellular service provider, personal communications services provider, or paging service provider.
34. "Commission" or "CPUC" means the California Public Utilities Commission.
35. "Common Channel Signaling" (CCS) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
36. "Competitive Local Carrier" (CLC) or Competitive Local Exchange Carrier (CLEC)" means a common carrier other than an ILEC to which the Commission issues a Certificate of Public Convenience and Necessity to provide local exchange telecommunications service for a geographic area specified by such carrier.
37. "Conduit" shall be as defined in Attachment 10.
38. "Confidential Information" has the meaning set forth in Section 21 of the Preface (General Terms and Conditions).
39. "Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.
40. "Control Office" means an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
41. "Cross Connection" means an intra-wire center channel connecting separate pieces of telecommunications equipment.
42. "Customer Usage Data" means the local Telecommunications Services usage data of an AT&T Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by PACIFIC and forwarded to AT&T.
43. "Database" (or Data Base) means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.

44. "Database Management System" (DBMS) is 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.
45. "Data Owner" means a telecommunications company, including PACIFIC, that stores and/or administers Line Record Information in a Party's LIDB, LIDB-like database, or Calling Name Database.
46. "Dedicated Space" means the space dedicated for AT&T's Physical Collocation arrangement located within a Pacific Eligible Structure.
47. "Dialing Parity" is as defined in the Act.
48. "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.
49. "Digital Signal Level 0" or "DS-0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
50. "Digital Signal Level 1" or DS-1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.
51. "Digital Signal Level 3" or DS-3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.
52. "Directory Assistance-Only Listing" means that the End User's telephone number is not listed in the published directory, but is available only via Directory Assistance.
53. "Disturber" is a service that significantly degrades another service, as described in the *Advanced Services Order*.
54. "DSLAM" or "Digital Subscriber Line Access Multiplexer" is a network device that splits voice (low band) and data (high band) signals carried over a copper twisted pair. The DSLAM combines: (a) the ability to terminate copper customer loops (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); (b) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; (3) the ability to extract data units from the data channels on the loops; and (4) the ability to combine data units from multiple loops onto one or more trunks that connect to a packet switch or packet switches.
55. "E911 Customer" means 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.

56. "E911 End-User" means the E911 caller.
57. "E911 Universal Emergency Number Service" (also referred to as Expanded 911 Service or Enhanced 911 Service) means 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.
58. "Effective Date" is the date indicated in the Preface (General Terms and Conditions) on which the Agreement shall become effective.
59. "EISCC" or "Expanded Interconnection Cross Connection" means the connection between the collocation point of termination ("POT") and the unbundled Network Element or interconnection point to a switched or dedicated service in PACIFIC's network.
60. "Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.
61. "Eligible Structure" is any PACIFIC central office, serving wire center or tandem office, a building or similar structure owned or leased by PACIFIC that houses its network facilities, or a structure that houses PACIFIC's facilities, including, but not limited to CEVs, huts and cabinets that serve as remote terminal sites and house PACIFIC's telecommunications equipment such as loop concentrators or multiplexers.
62. "End Office Switch" or "End Office" means a switch that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
63. "End User" means a third party that subscribes to telecommunications service provided by either of the Parties or by another telecommunications service provider as a retail customer and not for the purposes of resale.
64. "Equipment Space" means space provided in an AT&T central office building under a Space License pursuant to Attachment 18 of this Agreement, in which PACIFIC equipment is located.
65. "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

66. "Exchange Access" is defined in the Act.
67. "Exchange Message Interface" or "EMI" (formerly Exchange Message Record – EMR) means the standard used for exchange of telecommunications message information among LECs for billable, non-billable, sample, settlement and study data. EMI format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore/Telcordia document which defines industry standards for exchange message records.
68. "FCC" means the Federal Communications Commission.
69. "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.
70. "*First Report and Order*" means the *First Report and Order issued In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996* (CC Docket No. 96-98, FCC 96-325), 11 FCC Rcd 15499, (released August 8, 1996), *aff'd in part and vacated in part sub nom., Competitive Telecommunications Ass'n v. FCC*, 117 F.3d 1068 (8th Cir. 1997) and *Iowa Utils. Bd. v. FCC*, 120 F.3d 753 (8th Cir. 1997), *aff'd in part and remanded, AT&T v. Iowa Utils. Bd.*, 525 U.S. 366, 119 S. Ct. 721 (1999); Order on Reconsideration, 11 FCC Rcd 13042 (1996), Second Order on Reconsideration, 11 FCC Rcd 19738 (1996), Third Order on Reconsideration and Further Notice of Proposed Rulemaking, 12 FCC Rcd 12460 (1997), *Third Report and Order*.
71. "Governmental Authority" means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative or judicial authority with jurisdiction.
72. "Interconnection Traffic" is considered Local Calls, IntraLATA Toll Calls, Transit Calls and calls subject to Meet-Point Billing arrangements.
73. "Interexchange Carrier" (IEC or IXC) means a provider of interexchange telecommunications services.
74. "IntraLATA Toll Traffic" or "IntraLATA Toll Calls" means calls originating and terminating within the same LATA, other than Local Calls.

75. "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 24 bearer and 1 data channels.
76. "LATA" or "Local Access Transport Area" is as defined in the Act.
77. "Local Exchange Carrier" (LEC) is as defined in the Act.
78. "Licensed Facilities" means PACIFIC's equipment and cable installed in an AT&T central office under a Space License pursuant to Attachment 18 of this Agreement.
79. "Line Information Data Base" (LIDB) means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with customer line numbers and special billing numbers. LIDB accepts Queries from other Network Elements and provides return result, return error, and return reject Responses as appropriate.
80. "LIDB Service Application" means the Query types PACIFIC accepts for access to LIDB information.
81. "Line Record" means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or special billing number.
82. "Line Side" refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.
83. "Link" has the meaning set forth in Attachment 6.
84. "Local Traffic" or "Local Calls" are all 0-12 mile calls based on the rate centers of the originating and terminating NPA-NXXs of the callers, irrespective of whether the Routing Point of an NPA-NXX is different than the Rate Center of that NPA-NXX (these include ZUM Zone 1 and ZUM Zone 2 calls) and, where established in PACIFIC's tariffs, ZUM Zone 3 and Extended Area Service (EAS) calls.
85. "Local Exchange Routing Guide" or "LERG" means a Bellcore/Telcordia Reference Document used by LECs and IXC's to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

86. "Local Interconnection Trunks/Trunk Groups" are used for the termination of Local Traffic, IntraLATA Toll Traffic and Transit Traffic using either Bellcore/Telcordia Technical Reference GR-317-CORE or GR-394-CORE ("GR-317/394").
87. "Local Loop" shall have the meaning set forth in 47 C.F.R. § 51.319(a).
88. "Local Number Portability (LNP)" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
89. "Loop" has the meaning set forth in Attachment 6, §5.1.2.
90. "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").
91. "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.
92. "Meet-Point Billing" or "MPB" refers to a billing arrangement whereby two or more telecommunications carriers jointly provide for Switched Access Service to an IXC, with each LEC receiving an appropriate share of its switched access revenues as defined by its effective access tariffs.
93. "Meet Point Trunks/Trunk Groups" ("MPTGs") are used for the joint provision of Switched Access services, utilizing Bellcore/Telcordia Technical References GR-394-CORE ("GR-394") or GR-317 CORE ("GR-317").
94. "Mid-Span Meet" or "Mid-Span Fiber Meet" means an interconnection between two LECs (including CLECs) 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.
95. "Network Element" is as defined in the Act.

96. "911 trunk" is a trunk capable of transmitting Automatic Number Identification (ANI) associated with E911 calls from switch to the E911 Network.
97. "Non-recurring Charge" means a one-time charge that applies for a specific work activity (i.e., installation or change to an existing service).
98. "North American Numbering Plan (NANP)" means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
99. "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.
100. "Number Portability" is as defined in the Act.
101. "NXX", "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.
102. "OBF" means 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).
103. "Operator Services Marketing Order Processor" ("OSMOP") means an off-line administrative system used by PACIFIC to add, delete, and change information in LIDB and also used by AT&T to access OS/DA.
104. "Originating Line Information (OLI)" is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
105. "Originating Point Code" (OPC) means a code assigned to identify that originates database Queries.
106. "PACIFIC" means Pacific Bell Telephone Company.
107. "Packet-Switching 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.

108. "Party" means either AT&T or PACIFIC. "Parties" means AT&T and PACIFIC.
109. "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.
110. "Permanent Number Portability (PNP)" means a long-term solution to provide LNP for all customers and all providers consistent with the Act and implementing regulations.
111. "Physical Collocation" refers to an arrangement where AT&T facilities will be terminated in AT&T's owned and provided equipment that is physically located in an area designated by PACIFIC for use for installing, maintaining, and operating that equipment.
112. "Point of Interconnection" or "POI" means a physical location at which the Parties' networks meet for the purpose of establishing interconnection.
113. "Point of Termination" means, with respect to collocation arrangements, the point of demarcation, at which PACIFIC's responsibility for the provisioning of service ends.
114. "Pole Attachment" means the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.
115. "Port" means a termination point in the end office switch. For purposes of general illustration, a Port includes a line card and associated peripheral equipment on an End Office Switch that serves as the hardware termination for line or trunk side facilities connected to the End Office switch. Each line side Port is typically associated with one or more telephone numbers that serve as the customer's network address.
116. "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.
117. "Public Safety Answering Point (PSAP)" means 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.

118. "Query" means an SS7 TCAP message sent to a database requesting information.
119. "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. The rate point is a geographic location identified by specific V&H (vertical and horizontal coordinates), which are used to measure distance sensitive end user traffic to/from the particular NPA-NXX designations with the specific Rate Center.
120. "Rating Point" means the Vertical and Horizontal ("V&H") coordinates associated with a particular telephone number for rating purposes.
121. "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.
122. "Recipient" means that party to this Agreement to which Confidential Information has been disclosed by the other party.
123. "Recorded Usage Data" has the meaning set forth in Attachment 14.
124. "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 remediate.
125. "Resale Service" has the meaning set forth in Attachment 5, §1.1.
126. "Right of Way (ROW)" means the right to use the land or other property of a third party or governmental authority 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.
127. "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

128. "Selective Routing and Selective Router" ("SR") mean 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 Emergency Service Number (ESN) which is derived from the customer location.
129. "Served Premises" means collectively, the AT&T designated locations to which AT&T orders Network Elements, Ancillary Functions or Combinations.
130. "Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point ("SSP"), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.
131. "Service provider local number portability" shall have the same meaning as Number Portability as defined in the Act and FCC regulations thereunder.
132. "Service Management System" ("SMS") means an off-line system used to access, create, modify, or update information in a Database.
133. "Service Switching Point" ("SSP") means the software capability within a system that provides the SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.
134. "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.
135. "Signaling System 7 ("SS7") means the signaling protocol used by the CCS network.
136. "Sleuth" means an off-line administration system that PACIFIC uses to monitor suspected occurrences of ABS-related fraud.
137. "Space License" means a license to PACIFIC to situate PACIFIC equipment in an AT&T central office building and to utilize AT&T site support services, such as power, heating, ventilation, air conditioning and security, for the sole purpose of delivering Interconnection Traffic to AT&T for completion.
138. "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 include: 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 purpose of local exchange interconnection.

139. "Switched Access Meet Point Billing" means the same thing as "Meet Point Billing".
140. "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.
141. "Tandem Switches" shall have the same meaning as Access Tandem Switches.
142. "*Third Report and Order*" means the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking issued In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996* (CC Docket No. 96-98, FCC 99-238) (released November 5, 1999).
143. "Toll Billing Exception" ("TBE") Service means a service that allows End Users to restrict third number billing or collect calls to their lines.
144. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free, i.e., 800-like, service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC codes.
145. "Telephone Exchange Service" is as defined in the Act.
146. "Transit Traffic" or "Transit Calls" refers to all Local and IntraLATA Toll calls that originate from or terminate to customers of a Party that are terminated to or originated by a third party LEC, CLEC or CMRS and use transit services provided by the other Party. Transit Traffic does not include traffic originating from or terminating to AT&T customers utilizing Resale Services.
147. "Translation Type means a code in the Signaling Connection Control Point ("SCCP") of the SS7 signaling message.
148. "Trunk(s)" means a communication line between two switching systems.
149. "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 appropriate for the connection of

switching entities and cannot be used for the direct connection of ordinary telephone station sets

150. "UNE Remand Order" means the Third Report and Order and Fourth Further Notice of Proposed Rulemaking, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (released November 5, 1999).
151. "Validation Information" means a Data Administrator's records of its Calling Card Service and Toll Billing Exception Service.
152. "Virtual Collocation" shall have the meaning set forth in 47 C.F.R. Sec. 51.5.
153. "Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities AT&T or PACIFIC or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that AT&T, PACIFIC or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.
154. "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. PACIFIC Bell's Wire Center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located.
155. "Work Locations" means any real estate that AT&T 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.
156. "xDSL" refers to a set of service enhancing copper technologies that are designed to provide digital communications services over copper loops either in addition to or instead of normal analog voice service including, but not limited to, the following:
 - (a) "ADSL" or "Asymmetrical Digital Subscriber Line" is a digital loop transmission technology which typically permits the transmission of up to 6.114 Mbps downstream (from the Central Office to the end-user customer) and up to 640 Kbps digital signal upstream (from the end-user customer to the Central Office).

- (b) "HDSL" or "High-Speed Digital Subscriber Line" is a two wire bi-directional transceiver transmitting a bit rate of 784 Kbps over each copper pair. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs or future E1 service over 3 copper pairs.
- (c) "HDSL2" or "High-Speed Digital Subscriber Line 2" is a single pair symmetric transceiver capable of transporting a bit rate of 1.544 Mbps. This technology is being developed to operate at rates between 256 Kbps to 2.5 Mbps over a single copper pair.
- (d) "IDSL" or "Integrated Digital Subscriber Line" is a symmetrical, digital loop transmission technology that permits the bi-directional transmission of up to 128 Kbps using ISDN equipment.
- (e) "SDSL" or " Symmetrical Digital Subscriber Line" is a single pair, digital loop transmission technology which permits the bi-directional transmission from up to 160 Kbps to 2.048 Mbps.

ATTACHMENT 2

ACRONYMS

ACRONYMS

ACRONYM	DEFINITION
AAA	American Arbitration Association
ADR	Alternate Dispute Resolution
ABS/AABS	Alternate Billing Service/Automated Alternate Billing System
ACPM	Average Charge Per Minute
ADSL	Asymmetrical Digital Subscriber Line
AIN	Advanced Intelligent Network
ALJ	Administrative Law Judge
ALI	Automatic Location Identification
ALI/DMS	Automatic Location Identifier/Data Management System
AMA	Automated Message Accounting
AMI	Alternate Mark Inversion
ANI	Automatic Number Identification
ANSI	American National Standards Institute
APTOS	Automated Pricing, Terminals, Options and Services
ARPM	Average Revenue Per Message
ARS	Automatic Route Selection
ASR	Access Service Request
ASWC	Alternate Serving Wire Center
ATIS	Alliance for Telecommunications Industry Solutions
ATM	Asynchronous Transfer Mode
B8ZS	Bipolar 8 Zero Substitution/ Binary 8 Zero Sum
BACR	Billing Account Cross Reference
BAN	Billing Account Number
BAR	Billing Account Reference
BDT	Billing Data Tape
BFR	Bona Fide Request
BICI	Broadband Inter-Carrier Interface
BITS	Building Integrated Timing Supply
BLV/BLVI	Busy Line Verification/Interrupt
BNS	Billed Number Screening
BOS	Billing Output Specifications
BOSS	Billing & Ordering Support System
BRCS	Business and Residential Customer Service
BRI	Basic Rate Interface
BTN	Billing Telephone Number
C-LPLS	Combination of Loop & Local Switching
CABS	Carrier Access Billing System
CAMA ANI	Centralized Automatic Message Accounting - Automatic Number Identification

ACRONYM	DEFINITION
CAMA MF	Centralized Automatic Message Accounting Multi-Frequency
CAP	Competitive Access Provider
CARE	Customer Account Record Exchange
CCITT	Consultative Committee on International Telegraph & Telephone
CCS	Common Channel Signaling
CCSNIS	Common Channel Signaling Network Interface Specification
CESAR	Carrier Enhanced System for Access Requests
CEV	Controlled Environment Vault
CF-B/DA	Call Forwarding Busy/Don't Answer
CFA	Channel Facilities Assignment
CHC	Coordinated Hot Cut
CI	Customer Interface
CIC	Carrier Identification Code
CLASS	Custom Local Area Signaling Service
CLC/CLEC	Competitive Local Exchange Carrier
CLFI	Common Language Facility Interface
CLLI	Common Language Location Identifier
CMDS	Centralized Message Distribution Systems
CMIP	Coded Mark Inversion Protocol
CNAM	Calling Name
CNR	Customer Network Reconfiguration
CO	Central Office
COPT	Customer Owned Public Telephone
CORBA	Common Object Request Broker Architecture
CPE	Customer Premises Equipment
CPN	Calling Party Number
CPNI	Customer Proprietary Network Information
CPUC	California Public Utilities Commission
CRDD	Customer Requested Due Dates
CRIS	Customer Record Information System
CSR	Customer Service Record
CT	Common Transport
D4	Digital Channel Bank Type 4
DA	Directory Assistance
DACS	Digital Access Crossconnect Systems
Db	Decibel
DB	Database
DBMS	Database Management System

ACRONYM	DEFINITION
DCC	Data Communications Channel
DCS	Digital Cross-Connect System
DEMARC	Demarcation
DF	Distribution Frame
DID	Direct Inward Dial
DIU	Data Integrity Unit
DLC	Digital Loop Carrier
DLCI	Data Link Connection Identifier
DMOQs	Direct Measures of Quality
DN	Directory Numbers
DN-RI	Directory Number - Route Index
DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DS0	Digital Signal Level Zero
DSL	Digital Subscriber Line
DSLAM	Digital Subscriber Line Access Multiplexer
DSN	Data Set Name
DSX	Digital Cross Connect
DT	Dedicated Transport
DTMF	Dual-Tone Multi Frequency
E/O	Electrical to Optical
EAOSS	Exchange Access Operator Services Signaling
EAMF	Equal Access Multi-Frequency
EBCDIC	Extended Binary-Coded Decimal Interexchange Code
EBI	Electronic Bonding Interface
ECC	Express Call Completion
ECC	Emergency Control Center
EDI	Electronic Data Interchange
EEL	Enhanced Extended Link
EFT	Electronic Fund Transfer
EI	Electronic Interface
EISCC	Expanded Interconnection Service Cross Connect
EMI	Expanded Message Interface
EMR	Exchange Message Record
EO	End Office
ESF	Extended Super Frame
ESL	Essential Service Line
ESN	Emergency Service Number
ETTR	Estimated Time to Repair
FABS	Flexible Automated Billing System
FCC	Federal Communications Commission

ACRONYM	DEFINITION
FDI	Feeder Distribution Interface
FDT	Frame Due Time
FGD	Feature Group D
FN	Fiber Node
FNPA	Foreign Number Planning Area
FOC	Firm Order Confirmation
FRF	Frame Relay Forum
FUNI	Frame-based User to Network Interface
FX	Foreign Exchange
GTT	Global Title Translation
GUI	Graphical User Interface
HDSL	High-speed Digital Subscriber Line
HDT	Host Digital Terminal
HFC	Hybrid Fiber Coax
HFC-HDT	Hybrid Fiber Coax - Host Digital Terminal
HFPL	High Frequency Portion of the Loop
Hz	Hertz
IAM	Initial Address Message
IBC	Initial Billing Company
ICB	Individual Case Basis
ID	Remote Identifiers
IDF	Intermediate Distribution Frame
IDLC	Integrated Digital Loop Carrier
ISDL	ISDN Digital Subscriber Loop
IITP	Inter-Network Interoperability Test Plan
IXC	Interexchange Carrier
IXCs	Interexchange Carriers
IEEE	Institute of Electrical and Electronic Engineers
ILEC	Incumbent Local Exchange Carrier
INA	Integrated Network Access
INP	Interim Number Portability
ISC	Interconnection Services Center
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISNI	Intermediate Signal Network Identifier
ISO	International Standardization Organization
ISR	Interconnection Service Request
ISUP	Integrated Services User Part
ITR	Interconnection Trunking Requirements
ITU	International Telecommunications Union
IVMS	Interswitch Voice Messaging Service

ACRONYM	DEFINITION
JIP	Jurisdiction Information Parameter
Kbps	Kilobits per second
LARG	LIDB Access Routing Guide
LASS	Local Area Signaling Services
LATA	Local Access Transport Area
LCC	Line Class Code
LEC	Local Exchange Carrier
LEC DA	LEC Directory Assistance
LEC SCE	LEC Service Creation Environment
LEC SCP	LEC Service Control Point
LEC SMS	LEC Service Management System
LEC SSP	LEC Service Switching Point
LERG	Local Exchange Carrier Routing Guide
LEX	Local Service Request Exchange
LGX	Lightguide Cross-Connect
LIDB	Line Information Data Base
LIDB/AS	Line Information Data Base Administrative System
LI-OFFICE	Local Interconnection Office
LISA	Local Interconnection Serving Arrangement
LMI	Local Management Interface
LNP	Local Number Portability
LOC	Local Operations Center
LP	Loop
LRAF	Local Remote Access Facility
LRECL	Logical Record Length
LRN	Local Routing Number
LS	Local Switching/Local Switch
LSC	Local Service Center
LSMS	Local Service Management System
LSNE	Local Switching Network Element
LSO	Local Serving Office
LSOR	Local Service Ordering Requirement
LSP	Local Service Provider
LSR	Local Service Request
LSSGR	LATA Switching Systems Generic Requirements
Mbps	Megabits per second
MDF	Main Distribution Frame
MDU	Multiple Dwelling Unit
MDU/BCL	Multiple Dwelling Unit/Business Customer Location
MECAB	Multiple Exchange Carrier Billing
MECOD	Multiple Exchange Carriers Ordering and Design

ACRONYM	DEFINITION
MF	Multi-Frequency
MIB	Management Information Base
MLHG	Multi-Line Hunt Group
MLT	Mechanized Loop Testing
MOP	Methods of Procedure
MOS	Modified Operator Services
MOSS	Modified Operator Services Signaling
MOU	Minutes of Use
MPB	Meet Point Billing
MPOE	Minimum Point of Entry
MR	Modification Request
MRVT	MTP Routing Verification Test
MSA	Metropolitan Statistical Area
MSAG	Master Street & Address Guide
MTP	Message Transfer Port
MWI	Message Waiting Indicator
NANC	North American Numbering Council
NANP	North American Numbering Plan
NDA	Non-Disclosure Agreement
NDM	Network Data Mover
NEBS	Network Equipment Building System
NECA	National Exchange Carrier Association
NENA	National Emergency Number Association
NI	Network Interface Device
NID	Network Interface Device
NIM	Network Interconnection Methods
NIU	Network Interface Unit
NLS	Nationwide Listing Service
NMS	Network Management System
NNI	Network to Network Interface
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
NRC	Non-Recurring Charge
NVT	Network Validation Test
OA	Operator Assistance
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Ordering & Billing Forum
OC	Optical Carrier
OC 3, 12, 48	Optical Carrier Level 3, 12, 48
OLI	Originating Line Indicator

ACRONYM	DEFINITION
OLNS	Originating Line Number Screening
OLTM	Optical Line Terminating Multiplexer
OMAP	Operations, Maintenance & Administration Part
OPC	Originating Point Code
ORT	Operational Readiness Test
OS	Operator Services
OS	Order Status
OSS	Operations Support Systems
OSSGR	Operator Services Systems Generic Requirements
OSTQ	Operator Services Translation Questionnaire
PBD	Pacific Bell Directory
PBSM	Pacific Bell Service Manager
PBX	Private Branch Exchange
PDH	Plesiochronous Digital Hierarchy
PEC	Primary Exchange Carrier
PIC	Primary Interexchange Carrier
PIN	Personal Identification Number
PLU	Percent Local Usage
PNP	Permanent Number Portability
POI	Point of Interface
POI	Points of Interconnection
POINQP	Pre-Ordering Inquiry Process
POP	Point of Presence
POS	Provisioning Order Status
POT	Point of Termination
POTS	Plain Old Telephone Service
PRAF	Pacific Remote Access Facility
PRI	Primary Rate Interface
PS-ALI	Private Switch-Automatic Location Identification
PSAP	Public Safety Answering Point
PSP	Payphone Service Provider
PUC	Public Utilities Commission
RAO	Regional Accounting Office
RCF	Remote Call Forwarding
RECFM	Record Format
RI	Route Index
RI-PH	Route Index - Portability Hub
ROAR	Resale with Operator Alternate Routing
ROW	Right of Way
RPC	Regional Processing Center
RSM	Remote Switch Module

ACRONYM	DEFINITION
RSMS	Regional Service Management System
RT	Remote Terminal
RTS	Repair Transfer Service
SAC	Service Area Code
SAG	Street Address Guide
SBC	Subsequent Billing Company
SCCP	Signaling Connection Control Point
SCE	Service Creation Environment
SCP	Service Control Points
SDH	Synchronous Digital Hierarchy
SDSL	Symmetrical Digital Subscriber Line
SECAB	Small Exchange Carrier Access Billing
SL	Signaling Link
SMDI-E	Standard Message Desk Interface - Enhanced
SMS	Service Management System
SNI	Standard Network Interface
SNMP	Simple Network Management Protocol
SONET	Synchronous Optical Network
SORD	Service Order Retrieval and Distribution
SP	Signal Point
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SRVT	SCCP Routing Verification Test
SS7	Signaling System 7
SSP	Switching Services Point
STP	Signaling Transfer Point
STS	Synchronous Transport Signal
STS-1	Synchronous Transport Signal Level 1
STS _n	Synchronous Transport Signal Level N
SWF-DSI	Switched Functional DS1 Service Capability
T1.5	T Carrier Transport @ 1.544 mb
T3	T Carrier Transport @ 45 mb
T&M	Time & Material
TARS	Traffic Alert Referral Service
TBD	To Be Determined
TBE	Toll Billing Exception
TCAP	Transaction Capabilities Application Port
TCIF	Telecommunications Industry Forum
TCP/IP	Transmission Control Protocol/ Internet Protocol
TDEV	Time Deviation
TDI	Tie Down Information

ACRONYM	DEFINITION
TELRIC	Total Element Long Run Incremental Cost
TN	Telephone Number
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TLN	Telephone Line Number
TR	Technical Requirements
TS	Tandem Switching
TSG	Trunk Sub-Group
TSGR	Transport System Generic Requirements
TSLRIC	Total Service Long Run Incremental Cost
TSP	Telecommunications Services Priority
UNE	Unbundled Network Element
UNE-P	Unbundled Network Element-Platform
UNI	User to Network Interface
USCC	Unbundled Service Cross Connect
USOC	Universal Service Order Code
VB	Variable Block
VCI	Virtual Channel Identifier
VDSL	Very-High Speed Digital Subscriber Line
VF	Voice Frequency
V&H	Vertical & Horizontal
WDM	Wavelength Division Multiplexing
WSP	Wireless Service Provider
WTN	Working Telephone Number
xDSL	Variations of DSL (e.g ADSL, HDSL, etc.)

ATTACHMENT 3
ALTERNATIVE DISPUTE
RESOLUTION

08/14/2000

ALTERNATIVE DISPUTE RESOLUTION

TABLE OF CONTENTS

1. Purpose 1
2. Exclusive Remedy 1
3. Informal Resolution of Disputes 3
4. Initiation of an Arbitration 3
5. Governing Rules for Arbitration..... 3
6. Appointment and Removal of Arbitrator 4
7. Duties and Powers of the Arbitrator 4
8. Discovery 5
9. Privileges 5
10. Location of Hearing 5
11. Decision 5
12. Fees..... 5
13. Confidentiality 6
14. Service of Process 6
15. Expedited Procedure for Certain Disputes 6

ALTERNATIVE DISPUTE RESOLUTION

1. PURPOSE

This Attachment 3 is intended to provide for the expeditious, economical, and equitable resolution of disputes between PACIFIC and AT&T arising under this Agreement.

2. EXCLUSIVE REMEDY

2.1. Except for disputes or matters (i) outside the scope of Section 2.1.3 below, (ii) for which this Agreement or the Telecommunications Act of 1996 (the "Act") specifies a particular remedy or procedure, (iii) for which a Party seeks injunctive relief and/or specific performance in any Court of competent jurisdiction, or (iv) which are covered by the Billing Disputes provisions contained in Attachment 13 (Billing and Recording), informal resolution and arbitration under the procedures provided herein shall be the exclusive remedy for all disputes between PACIFIC and AT&T arising out of the construction, interpretation or enforcement of this Agreement or its breach. PACIFIC and AT&T agree not to resort to any court, agency, or private group with respect to such disputes except in accordance with this Attachment. Disputes involving matters subject to the Billing provisions contained in Attachment 13 shall be resolved in accordance with the Billing Disputes section of Attachment 13. The foregoing notwithstanding, nothing in this Agreement shall preclude either Party from:

(a) filing a complaint with the FCC or any court of competent jurisdiction, if the facts alleged would, if true, amount to a violation of any provision of federal law, including the federal antitrust laws, the Act, as amended, or FCC rules. The fact that such allegations, if true, would also amount to a violation of this agreement shall not preclude either party from initiating a complaint or other proceeding at the FCC or any such court; or

(b) seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a breach of the obligation to comply with this Attachment 3.

2.1.1. If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.

2.1.2. If, for any reason, the FCC or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement, or to the Act, or to any tariff

08/14/2000

and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Attachment 3, the following provisions shall apply:

- 2.1.2.1. To the extent required by law, the agency ruling shall be binding upon the parties and shall take precedence over any contrary ruling of the arbitrator for those matters within the jurisdiction and authority of such agency.
- 2.1.2.2. The arbitration ruling rendered pursuant to this Attachment 3 shall be binding upon the parties for purposes of establishing their respective contractual rights and obligations under this Agreement.
- 2.1.3. The following claims, if not settled through informal dispute resolution, will be subject to mandatory arbitration pursuant to this Attachment, provided, however, that nothing in this Section 2.1.3 prohibits the Parties from voluntarily agreeing to arbitrate disputes involving dollar amounts larger than specified herein:
 - 2.1.3.1 All unresolved billing disputes involving ten (10) percent or less of the amounts charged to AT&T by PACIFIC under this Agreement (or its predecessor agreement, to the extent applicable) during the twelve (12) calendar months immediately preceding the month in which a Party initiates Alternative Dispute Resolution under Section 4 hereof. If twelve (12) calendar months of operations between the Parties have not been completed under this Agreement (or its predecessor agreement, to the extent applicable), the Parties will annualize the initial months that have been completed up to one year.
 - 2.1.3.2 All other claims involving ten (10) percent or less of the amounts charged to AT&T by PACIFIC under this Agreement (or its predecessor agreement, to the extent applicable) during the twelve (12) calendar months immediately preceding the month of the letter initiating Dispute Resolution under Section 4 hereof, whether measured by the disputing Party in terms of actual amounts owed or owing, or as amounts representing its business or other risks or obligations relating to the matter in dispute. If twelve (12) calendar months of operations between the Parties have not been completed under this Agreement (or its predecessor agreement, to the extent applicable), the

08/14/2000

Parties will annualize the initial months that have been completed up to one year.

3. INFORMAL RESOLUTION OF DISPUTES

- 3.1. Prior to initiating an arbitration pursuant to the American Arbitration Association ("AAA") rules, as described below, the parties to this Agreement shall submit any dispute between PACIFIC and AT&T for resolution to an Inter-Company Review Board consisting of one representative from AT&T at the Director-or-above level and one representative from PACIFIC at the Vice-President-or-above level (or at such lower level as each Party may designate).
- 3.2. The Parties may enter into a settlement of any dispute at any time. The Settlement Agreement shall be in writing, and shall identify how the Arbitrator's fee for the particular proceeding, if any, will be apportioned.
- 3.3. At no time, for any purposes, may a Party introduce into evidence or inform the Arbitrator of any statement or other action of a Party in connection with negotiations between the Parties pursuant to the Informal Resolution of Disputes provision of this Attachment 3.

4. INITIATION OF AN ARBITRATION

If the Inter-Company Review Board is unable to resolve the dispute within 30 days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party may initiate an arbitration in accordance with the AAA rules.

A dispute within the scope of Section 15 (Expedited Procedures for Certain Disputes) hereof will be governed by the expedited procedures described in that section.

5. GOVERNING RULES FOR ARBITRATION

The rules set forth below and the rules of the AAA shall govern arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the AAA unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the AAA, the rules set forth in this Attachment shall prevail.

6. APPOINTMENT AND REMOVAL OF ARBITRATOR

- 6.1. A sole Arbitrator (the "Arbitrator") will preside over each dispute submitted for arbitration under this Agreement.
- 6.2. The Parties shall appoint each Arbitrator. Each Arbitrator will serve until a decision is rendered. Each appointment will be made by mutual agreement in writing within thirty (30) days after the Parties have initiated an arbitration proceeding (or such longer period as the Parties may mutually agree to in writing).
- 6.3. In the event that an Arbitrator resigns or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.
- 6.4. In the event that the Parties do not appoint an Arbitrator within the time limit set forth in Section 6.2 of this Attachment 3, or a replacement Arbitrator within the time limit set forth in Section 6.3 of this Attachment 3, either Party may apply to AAA for appointment of such Arbitrator. Prior to filing an application with the AAA, the Party filing such application shall provide ten (10) days prior written notice to the other Party to this Agreement.

7. DUTIES AND POWERS OF THE ARBITRATOR

- 7.1. The Arbitrator shall receive complaints, and other permitted pleadings, oversee any discovery which is permitted, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, or imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrator may not award injunctive relief, punitive damages or any remedy rendered unavailable to the Parties pursuant to Section 11 of this Agreement.
- 7.2. The Arbitrator shall not have the authority to limit, expand, or otherwise modify the terms of this Agreement.

8. DISCOVERY

There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. PACIFIC and AT&T shall attempt, in good faith, to agree on a plan for document discovery. Should they fail to agree, either PACIFIC or AT&T may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between PACIFIC and AT&T, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

9. PRIVILEGES

Although conformity to certain legal rules of evidence may not be necessary in connection with arbitrations initiated pursuant to this Attachment, the Arbitrator shall, in all cases, apply the attorney-client privilege and the work product immunity doctrine.

10. LOCATION OF HEARING

Unless both Parties agree otherwise, any hearings shall take place in San Francisco, California.

11. DECISION

The Arbitrator's decision and award shall be final and binding, and shall be in writing unless the Parties mutually agree in writing to waive the requirement of a written opinion. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.

12. FEES

The Arbitrator shall, in his or her discretion, apportion the Arbitrator's fees and expenses to reflect the relative success of each Party. In accordance with Section 3.2. of this Attachment 3, in the event that the Parties settle a dispute before the Arbitrator reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator's fees for the particular proceeding will be apportioned.

In an action to enforce or confirm a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, costs, and expenses necessarily incurred in the enforcement proceedings without regard to the local rules of the district in which the suit is brought.

13. CONFIDENTIALITY

08/14/2000

Except to the extent required by Applicable Law or Commission decision, the Parties and the arbitrator will treat the arbitration proceeding, including the hearings, conferences, discovery, the award or other arbitration decision and other related events, as confidential, except as necessary in connection with a regulatory or judicial challenge to, or enforcement of, an award. In addition, either Party may disclose such confidential information on a confidential basis in the circumstances authorized by Subsection 21.4 of Section 21 (Confidentiality and Proprietary Information) of the Preface. The arbitrator shall have the power to require the exclusion of any person, other than a Party, counsel thereto or other essential persons. To the extent that any information or materials disclosed in the course of an arbitration proceeding contains proprietary or Confidential Information of either Party, it shall be safeguarded in accordance with Section 21 of the Preface of this Agreement. However, nothing in such provisions shall be construed to prevent either Party from disclosing the other Party's Confidential Information to the arbitrator in connection with or in anticipation of an arbitration proceeding. In addition, the arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information. Notwithstanding the foregoing, either on a Party's own initiative in connection with a legal or regulatory proceeding, or in response to a request from a court or governmental agency, either Party shall have the right to disclose such information on a confidential basis, including information qualifying to be treated as Confidential Information under this Section 13, to any mediator, arbitrator, state or federal regulatory or legislative body, the Department of Justice or any court.

14. SERVICE OF PROCESS

Service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (i) upon receipt if delivered by hand; (ii) the next business day if sent by overnight courier service; or (iii) upon confirmed receipt if transmitted by facsimile. If service is by facsimile, a copy shall be sent the same day by hand delivery or overnight courier service.

14.1. Service by AT&T to PACIFIC and by PACIFIC to AT&T at the address designated for delivery of notices in this Agreement shall be deemed to be service to PACIFIC or AT&T, respectfully.

15. EXPEDITED PROCEDURES FOR CERTAIN DISPUTES

15.1. Purpose

This Section 15 describes the procedures for an expedited resolution of disputes between PACIFIC and AT&T arising under this Agreement which (1) are likely to materially adversely affect, substantially impair or cause termination of service to either Party's End Users, or materially adversely affect or substantially impair the quality of such service, (2)

08/14/2000

which cannot be resolved using the procedures for informal resolution of disputes contained in Section 3 and (3) which are subject to mandatory arbitration.

15.2. Initiation of an Arbitration.

15.2.1. If the Inter-Company Review Board is unable to resolve a dispute governed by this section within five business days (or such longer period as the Parties agree to in writing) of submission to it of the dispute, and the Parties have not otherwise entered into a settlement of their dispute, a Party may initiate an arbitration in accordance with the requirements of this Section 15.2. A dispute will be deemed submitted to the Inter-Company Review Board on the date a Party requests Inter-Company Review Board action in writing, transmitted by facsimile and confirmed.

15.2.2. A proceeding for arbitration will be commenced by a Party ("Complaining Party") filing a complaint ("Complaint") with the Arbitrator and simultaneously serving a copy on the other Party (the "Respondent Party").

15.2.3. Each Complaint shall set forth the facts and issues in dispute with particularity. A Complaint may be in letter or memorandum form. The Complaint must specifically describe the action or inaction of a Respondent Party in dispute and identify with particularity how the Complaining Party's service to its Customers is affected.

15.3. Response to Complaint.

A response to the Complaint must be filed within ten (10) business days after service of the Complaint.

15.4. Reply to Response.

A reply is permitted to be filed by the Complaining Party within five (5) business days of service of the response. The reply must be limited to those matters raised in the response.

15.5. Discovery.

Discovery shall be as provided in the case of non-expedited arbitrations, except that the arbitrator shall assume an active role in determining the need, scope, manner and timing of exchange of documents between the parties.

15.6. Hearing.

15.6.1. The Arbitrator will schedule a hearing on the Complaint to take place within thirty (30) calendar days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.

15.6.2. The hearing will be limited to four days, with each Party allocated no more than two days, including cross-examination by the other Party, to present its evidence and arguments. At the Arbitrator's discretion and for extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing. No exhibit may be identified on the list or introduced at the hearing unless it has been produced to the opposing party at least two (2) business days prior to the date on which the exhibit lists are due, absent extraordinary reasons.

In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three (3) business days prior to any scheduled hearing.

Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three (3) business days prior to commencement of the hearing. The witness list will disclose a summary of the substance of each witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title, and other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing, absent extraordinary reasons not known prior to commencement of the hearing.

15.6.3. The Parties shall make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.

15.6.4. Witnesses will testify under oath. A complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

15.7. Decision.

15.7.1. The Arbitrator will issue and serve his or her decision and award on the Parties within five business days of the close of the hearing or receipt of the hearing transcript, whichever is later.

15.7.2. The Parties shall take the actions necessary to implement the decision and award of the Arbitrator immediately upon receipt of the Arbitrator's decision.

ATTACHMENT 4
REQUIREMENTS RELATING TO
DIRECTORIES, DIRECTORY LISTINGS,
DIRECTORY ASSISTANCE LISTINGS
AND SUBSCRIBER LIST INFORMATION

08/14/2000

ATTACHMENT 4

REQUIREMENTS RELATED TO DIRECTORIES, DIRECTORY LISTINGS, DIRECTORY ASSISTANCE LISTINGS AND SUBSCRIBER LIST INFORMATION

1. ACCESS TO DIRECTORY LISTINGS AND DIRECTORIES

1.1. Pacific shall make available to AT&T, for AT&T End Users, non-discriminatory access to listings in PACIFIC's white pages directories and to the directories. Such access shall be at least equal to the access that PACIFIC provides itself, its Affiliates and third parties. Without limiting the foregoing, the following terms and conditions shall apply:

1.2. Directory Publishing Responsibilities.

1.2.1. White and Yellow Page Listings. PACIFIC is responsible for publishing and distributing white pages directories. As of the effective date of this Agreement it does so through its Affiliate PBD. Upon receipt of the necessary information from AT&T, PACIFIC will include, at no charge, a standard, basic listing (i) of AT&T's residence End Users in the geographically appropriate white pages directory and, (ii) of AT&T's business End Users in the geographically appropriate white pages directory and PACIFIC will provide the information necessary for one basic yellow page listing for AT&T's business End Users to its directory publisher, in the same manner as such information is provided for PACIFIC's business End Users, with the expectation that such listing will be included in the applicable directory. Additionally, AT&T's End Users each will have delivered to them at no charge one copy of the appropriate white pages directory during the initial annual delivery, and Pacific expects that such AT&T End Users will receive a copy of the yellow pages directory, where not co-bound, in the same manner as it is provided to PACIFIC's End Users. PACIFIC shall permit AT&T End Users the option of not having a published White Pages listing ("Directory Assistance Listing Only" or "Non-published Listing"). This option will be provided at the same price PACIFIC charges its end user customers for the same option. AT&T reserves the right to withhold directory listing information from PACIFIC if PACIFIC intends to charge AT&T for unlisted numbers included in PACIFIC's directory listings database. Should AT&T exercise

08/14/2000

its right to withhold directory listing information, PACIFIC cannot guarantee that the AT&T's End Users whose listings are withheld will receive annual white pages directories. PACIFIC shall not use the directory listing information about AT&T End Users provided by AT&T to Pacific under this Agreement for any purpose other than including such listings in PACIFIC's directories and directory assistance databases, or providing the listings to third parties as described in Sections 2.5 and 3.2.

- 1.2.2. If PACIFIC offers to publish in its white pages directory free enhanced listings to any PACIFIC End User, PACIFIC shall publish, at no charge to AT&T or any AT&T Customer, all available enhanced listings for each AT&T Customer. Where PACIFIC charges its End Users for enhanced listings, upon request PACIFIC shall publish any requested enhanced listings for each AT&T Customer, at the rates PACIFIC charges its End Users or at the rates set forth in Attachment 8, whichever is lower.
- 1.2.3. Upon request, PACIFIC will provide additional listings (e.g., foreign listings) to AT&T for its End Users on a per listing basis, at no charge.
- 1.2.4. To the extent that AT&T and PACIFIC do not resolve directory listings issues (e.g. publication of a non-published directory listing) through normal channels, upon request by either party, AT&T and PACIFIC will in good faith mutually develop a process for escalating and resolving such issues.
- 1.2.5. Intentionally omitted.
- 1.2.6. PACIFIC shall treat all directory listings in a non-discriminatory manner. Directory listings of AT&T End Users shall be alphabetically commingled with the directory listings of all other LECs, including PACIFIC. Assuming that the data AT&T provides to PACIFIC is accurate, PACIFIC shall take steps to ensure that directory listings for AT&T End Users shall be as accurate as the listings for PACIFIC's End Users.

1.3. Directory Listing Criteria.

- 1.3.1. Within ten (10) days after the Effective Date of this Agreement, PACIFIC shall provide to AT&T all relevant information regarding PACIFIC's or its publishing Affiliate's practices and policies for publishing Telephone Directories, including, but not

08/14/2000

limited to, the information listed below. Such information may be provided in PACIFIC's Competitive Local Carriers' Handbook or other documents published by PACIFIC, provided the PACIFIC account team assigned to AT&T provides prompt and specific references to sections or pages where the information can be found. PACIFIC shall notify AT&T in writing of all changes to such information sixty (60) days in advance of the changes becoming effective. Such notification may be made by Accessible Letter.

1.3.1.1. Classified heading information;

1.3.1.2. Rules for listings (e.g., eligibility for courtesy yellow pages listing, space restrictions, unlisted and unpublished listings, abbreviated listings, foreign listings, and heading requirements);

1.3.1.3. Identification of enhanced listings available;

1.3.1.4. Publication schedules for Directories, including Directory closing dates;

1.3.1.5. Identification of which Directories are provided to End Users by End User address, NPA/NXX or other criteria;

1.3.1.6. Directory delivery schedules;

1.3.1.7. Restrictions, if any, on number of Directories provided at no charge to End Users;

1.3.1.8. Processes and terms and conditions for obtaining foreign Directories from PACIFIC; and

1.3.1.9. Geographic coverage areas of each Directory published by PACIFIC (by municipality and NPA/NXX).

1.3.2. As set forth in Attachment 15, where PACIFIC has control of directory listings and/or directory assistance for NXX codes containing ported numbers, PACIFIC will retain the directory listings for ported numbers in its directory assistance data base if requested by AT&T. AT&T will indicate whether or not it wishes PACIFIC to retain a particular ported number in its directory assistance database through the process described in Attachment 9.

08/14/2000

1.4. DIRECTORY DELIVERY RESPONSIBILITIES.

- 1.4.1. Upon receipt of the necessary customer information from AT&T, PACIFIC shall deliver, through its affiliate PBD, directory listings in book form ("Directories") to each of AT&T's exchange service End Users with or without charge on the same basis that it delivers Directories to its own End Users with or without charge. There is no limit on the total number of directories that may be delivered by PACIFIC. Timing of such delivery and the determination of which Directories shall be delivered (whether by customer address, NPA/NXX or other criteria), and the number of Directories to be provided per customer, shall be provided under the same terms that PACIFIC delivers Directories to its own local service customers. In addition, AT&T may order bulk delivery of white page directories or white page directories that are co-bound with yellow pages by submitting a written request specifying the number of directories requested, at least sixty (60) days prior to the directory close date. In that event, PACIFIC will deliver the requested directories in bulk to an address specified by AT&T.
- 1.4.2. PACIFIC shall deliver to each AT&T Customer one Directory per primary customer listing in the same manner and at the same time as Directories are delivered to PACIFIC's End Users during the annual delivery of newly published directories. In addition, PACIFIC will timely deliver, through its affiliate PBD, directories to new AT&T End Users upon request by AT&T or such AT&T End User. Such delivery shall be consistent with industry standard distribution methods (or as mutually agreed between the Parties) and include the same number and kinds of Directories as PACIFIC delivers to its own End Users.
- 1.4.3. Use of the term "directory" in the singular throughout this attachment shall, where applicable, be deemed to include multiple directories covering the same geographic area of AT&T's End Users that are published on behalf of PACIFIC. PACIFIC Foreign Directories are provided pursuant to terms established by Pacific Bell Directory. Pacific Bell Directory will provide Foreign Directories under the same terms and conditions provided to PACIFIC's End Users, as described in PACIFIC's tariff Schedule CAL PUC NO. A5.7.

08/14/2000

1.5. CUSTOMER INFORMATION PAGES.

1.5.1. In areas where AT&T provides (or plans to provide service within the next 12 months) exchange service, PACIFIC shall include, at AT&T's request, in the customer guide section of each Directory, 1/8th (one-eighth) of a page of information about AT&T services, including addresses and telephone numbers for AT&T customer service and AT&T's logo, on an "index-type" informational page, at no charge. At AT&T's option, AT&T may provide PACIFIC with AT&T's logo and information in the form of a camera ready copy, sized at 1/8th of a page. AT&T may purchase at tariff rates up to two full pages in the White Pages Directory covering the geographic area of AT&T's End Users. A page is equal to one side of a sheet in the directory. On an interim basis, the rates for pages in excess of 1/8th page shall be the rates set forth in Pacific Schedule Cal. P.U.C. No. 175-T, subject to true up to rates subsequently adopted by the Commission based on an approved cost study which is compliant with D.97-01-042. Rates adopted by the Commission will be substituted for the interim rates and shall apply for the remainder of the Term of this Agreement. The form and content of such customer information pages shall be determined and provided by AT&T to PACIFIC. Such page(s) shall be no different in style, size, color and format than PACIFIC "Informational" pages. Sixty (60) days prior to the directory close, AT&T shall provide this information in the form of camera ready copy. Neither Party's content may contain puffery or rate comparisons with other companies. At AT&T's option, the form and content of this customer information may vary per directory. Any change or modification to any information provided to PACIFIC for inclusion in the information pages and customer guide section shall be approved by AT&T in advance.

2. ACCESS TO DIRECTORY ASSISTANCE DATABASE

- 2.1. PACIFIC shall provide AT&T nondiscriminatory access to its Directory Assistance Database pursuant to terms and conditions below, and the prices in Attachment 8. Such access shall be at least equal to the access PACIFIC provides to itself, its Affiliates and third parties.
- 2.2. PACIFIC shall provide access to its Directory Assistance Database in a format AT&T specifies, if PACIFIC's internal systems can accommodate the format. If PACIFIC's internal systems do not permit it to provide the directory listings in the format specified by AT&T, PACIFIC shall, within thirty (30) days of receiving AT&T's request,

08/14/2000

inform AT&T that the requested format cannot be accommodated and tell AT&T which formats can be accommodated. PACIFIC shall then provide the directory listings in the format chosen by AT&T from among the available formats.

- 2.3. PACIFIC shall ensure that AT&T is permitted access to the same directory assistance information that is available to its own directory assistance operators (which does not include personnel who provide PACIFIC 's nonpub bureau). PACIFIC shall not provide access to unlisted telephone numbers, or other information that its End User has asked PACIFIC not to make available, with the exception of End User name and address if that information is made available to Pacific's own directory assistance operators.
- 2.4. PACIFIC shall accept listings for AT&T's End Users for inclusion in PACIFIC's Directory Assistance Database. PACIFIC shall obtain the listing information from the Local Service Request process, and other data feeds for AT&T's facility-based services.
- 2.5. AT&T authorizes PACIFIC or its affiliated directory publisher to use the directory assistance listing information provided to PACIFIC pursuant to this Attachment, for inclusion in the appropriate printed directories and directory assistance databases where such service is provided to AT&T by PACIFIC. PACIFIC uses AT&T's listings to update/publish the Directory Assistance Database and the White Pages directories. In no event, however, shall PACIFIC provide directory assistance data for AT&T End Users to third parties for any purpose other than providing directory assistance services. See also Section 3.2.
- 2.6. PACIFIC shall advise AT&T via Accessible Letter in accordance with notification guidelines as established by the Commission of customer impacting changes in the maintenance of the Directory Listings Database or any mechanisms or interfaces, whether industry standard or not, pursuant to which PACIFIC will provide access to the Directory Assistance Database to AT&T.
- 2.7. Charges for access to PACIFIC's Directory Assistance Database are set forth in Attachment 8.
- 2.8. There shall be no restrictions on AT&T's use of directory assistance data provided by PACIFIC, except that the data shall be used only for providing directory assistance services.

08/14/2000

3. SUBSCRIBER LIST INFORMATION

3.1. PACIFIC shall provide Subscriber List Information (as defined in 47 C.F.R. Section 64.2305) to AT&T on a timely and unbundled basis, under nondiscriminatory and reasonable rates, terms and conditions. PACIFIC and AT&T will comply with all applicable FCC and Commission rules and decisions in connection therewith, including, without limitation, the FCC rules set forth in 47 C.F.R. 64.2301 et seq.

3.2 AT&T authorizes PACIFIC to provide AT&T's Subscriber List Information, along with PACIFIC's Subscriber List Information, pursuant to PACIFIC's Publications Rights tariff. In no event, however, shall PACIFIC provide AT&T's Subscriber List Information to third parties for any purpose other than publishing directories.

4. Except as stated herein in Sections 2.5 and 3.2, PACIFIC shall not sublicense, assign, sell or transfer the information provided hereunder, nor shall PACIFIC authorize any other company, outside the SBC family of companies, or any person to use the information for any other purpose. PACIFIC shall take reasonable measures to guard against any unauthorized use of the AT&T information provided to it under this Attachment, which shall be the same measures PACIFIC takes to protect its own similar information from unauthorized use, whether by PACIFIC, its agents, employees or others. AT&T's Directory Listings and Subscriber List Information shall remain the property of AT&T, except to the extent that publication of directory listings as provided for in this Attachment alters those rights as a matter of law.

5. LIABILITY

5.1. AT&T hereby releases PACIFIC from any and all liability for damages due to errors or omissions in AT&T's subscriber listing information as provided to PACIFIC under this attachment, and/or AT&T's subscriber listing information as it appears in the DA Database or the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

08/14/2000

ATTACHMENT 5

RESALE OF
TELECOMMUNICATIONS SERVICES

08/14/2000

RESALE OF TELECOMMUNICATIONS SERVICES

1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1. This Attachment describes services which PACIFIC shall make available to AT&T for resale pursuant to this Agreement. This list of services is neither all inclusive nor exclusive. All Telecommunications Services or offerings of PACIFIC which are to be offered for resale at wholesale rates pursuant to the Act, regulations thereunder, and relevant Commission decisions, are subject to the terms herein, even though they are not specifically enumerated or described. PACIFIC shall also provide Support Functions, as set forth in Section 4 of this Attachment 5, and service functions, as set forth in Attachment 9. The Telecommunications Services provided by PACIFIC pursuant to this Agreement for resale by AT&T are collectively referred to as "Resale Service."
- 1.2. The rights, obligations and duties set forth in this Attachment are subject to the Act, regulations thereunder and relevant Commission decisions.

2. GENERAL TERMS AND CONDITIONS FOR RESALE

2.1. Pricing

All Telecommunications Services provided for resale pursuant to Section 1.1 of this Attachment, including without limitation, promotions of more than 90 days duration, shall be available to AT&T at wholesale rates as specified in Attachment 8, 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 AT&T for resale, without unreasonable delay, any Telecommunications Service contained in any agreement to which PACIFIC is a party that has been filed and approved by the Commission.

While AT&T shall be subject to the same volume commitments and term commitments that apply to PACIFIC's retail customers, AT&T may aggregate local exchange and IntraLATA traffic usage of AT&T customers in order to qualify for volume discounts and term plan discounts on the basis of such aggregated usage. In no event shall AT&T be required to agree to volume or term commitments as a condition for obtaining Telecommunications Service at wholesale rates.

08/14/2000

2.2. Resale Restrictions

To the extent consistent with applicable rules and regulations of the FCC and the Commission, including, without limitation, Decision 96-03-020 of the Commission, AT&T may sell Resale Services to provide Telecommunications Services. PACIFIC will not 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 grandfathered subscribers.

2.3. Dialing and Service Parity; Number Portability

2.3.1. For Resale Services, PACIFIC shall ensure that all AT&T Customers experience the same dialing parity as similarly-situated PACIFIC customers.

2.3.2. For Resale Services, PACIFIC shall ensure that all AT&T Customers experience the same service levels as similarly situated PACIFIC customers, and that there is no loss of features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat and measured services; speech recognition as available; same extended local free calling area; 1+ IntraLATA toll calling; InterLATA toll calling and international calling; 500, 700, 8YY (toll free), 900, 976 and Dial Around (10XXX) Services; and restricted collect and third number billing.

2.4. Changes in Retail Service

PACIFIC will provide written notice to AT&T of any changes in the terms and conditions under which it offers Telecommunications Services at retail to subscribers who are not telecommunications service providers or carriers, 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, at least sixty (60) days prior to the effective date of such change, provided, however, that:

2.4.1. With regard to promotions, PACIFIC will provide notice of any new or modified promotional offerings of greater than ninety (90) days in duration and will not provide notice of any new or modified promotional offerings of ninety (90) days or less in duration. PACIFIC will not extend any promotion so that its total duration exceeds ninety (90) days unless PACIFIC offered that promotion for

resale (with the applicable wholesale discount) from the first day of the promotion pursuant to the sixty (60) day notice referenced above.

2.4.2. With respect to terms and conditions contained in a contract between PACIFIC and one of its End Users, PACIFIC shall notify AT&T of changes in such terms and conditions immediately upon signing any amendment to such contract; and

2.4.3. Instead of the sixty (60) days notice required above, PACIFIC shall send AT&T notice of price changes at the same time that it notifies the Commission of these changes by Advice Letter.

PACIFIC's written notice under this Section 2.4 shall identify the applicable feature USOC or SOSC and all impacted OSSs. PACIFIC shall communicate the exact system changes and release dates through the OSS Change Management Process and LSOR updates.

2.5. Primary Local Exchange Carrier Selection

PACIFIC shall follow the procedures set forth in Attachment 9 in processing an AT&T request for Resale Service for a customer and in processing AT&T requests for a customer's service record.

2.6. PACIFIC's services are not available at wholesale rates to AT&T for its own use, or for the use of any AT&T affiliates and/or subsidiaries or the use of AT&T's parent company or any affiliate and/or subsidiary of AT&T's parent company, if any.

3. REQUIREMENTS FOR SPECIFIC SERVICES

3.1. CENTREX Requirements

3.1.1. At AT&T's option, AT&T may purchase the entire set of CENTREX features or a subset of any one or any combination of such features. The CENTREX Service provided for resale will meet the following requirements:

3.1.1.1. All deployed features and functions of CENTREX Service offered to any PACIFIC customer, whether offered under tariff or otherwise, shall be available to AT&T, where deployed, for resale, without any customer class restrictions other than those which may be imposed by

applicable orders of the FCC or the Commission, including, without limitation, Commission Decision 96-03-020.

- 3.1.1.2. A list of all CENTREX features and functions offered by PACIFIC is set forth in PACIFIC's Schedule CAL. PUC No. 175T, Section 18.9.
- 3.1.1.3. All service levels and features of CENTREX Service provided by PACIFIC for resale by AT&T shall be at parity to those provided to PACIFIC's End User.
- 3.1.1.4. PACIFIC shall provide "Assumed Dial 9" to AT&T at parity with the offering provided to PACIFIC's End User.

3.2. CLASS and Custom Features Requirements

AT&T may purchase the entire set of CLASS and Custom Calling Features and functions where deployed by PACIFIC and made available to its end-user customers, or any one or any combination of such features, on a customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased. All such CLASS and Custom Calling features and functions are identified in PACIFIC's Schedule CAL. PUC No. 175T, Section 18.5.

3.3. Lifeline Service

PACIFIC shall identify existing Lifeline Service Customers on the customer service record available to AT&T in pre-order, as described in Attachment 9, Section 2.

3.4. Intercept and Transfer Service

Upon request from AT&T, PACIFIC will provide an intercept referral message as described in Attachment 9, Section 3.3.

3.5. 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 End Users, 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 AT&T End User information to the PSAP, and shall accept and respond to all calls from PSAPs concerning E911 service for

AT&T End Users. PACIFIC shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T End User 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.

3.6. Inside Wire

At AT&T's request, PACIFIC will offer wholesale inside wire for an AT&T Resale Services customer under a separate contract.

3.7. Voice Mail Functionality

3.7.1. PACIFIC shall, where technically feasible, provide the following feature capabilities to allow for voice mail services:

- Simple Message Desk Interface - Enhanced ("SMDI-E")
- Simple Message Desk Interface ("SMDI")
- Foreign Exchange ("FX") Interconnect Lines (DS0 and T1) with Multi-Line Hunt Groups ("MLHG"), DID
- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

3.8 Pay Phone Services

3.8.1 "Pay Phone Service" is defined by Section 276 of the Act and any FCC and Commission regulations adopted thereto. These services may include the provision of service from public pay telephones, the provision of inmate telephone service in correctional institutions, and the provision of any ancillary services within the meaning of Section 276 of the Act.

3.8.2 Pay phone lines are defined as the loop from the pay phone set point of demarcation to the Serving Wire Center. Pay phone lines are attached to coinless and coin pay phone sets (e.g. PACIFIC's COPT service).

3.8.3 PACIFIC will provide AT&T all retail telecommunications functions and features provided by PACIFIC through pay phone lines, in the

same form, made available by PACIFIC to customers for its pay phone lines customers (e.g. COPT providers).

- 3.8.4 Each Party will comply with Section 276 of the Act and FCC regulations adopted thereunder in connection with selection of carriers for intraLATA, interLATA and international telephone services from pay phone sets.
 - 3.8.5 In the event that AT&T orders pay phone lines under this Agreement, the Parties agree to negotiate a mutually satisfactory procedure for processing any new obligations that arise by virtue of that arrangement for payment of Payphone Compensation by either Party to Payphone Service Providers ("PSPs"). The Parties shall use the Alternative Dispute Resolution process described in Attachment 3 if they are unable to reach an agreement.
- 3.9 Fraud Alerts
- 3.9.1. When AT&T orders service from PACIFIC for resale, PACIFIC shall provide fraud alerts to AT&T under the terms and conditions described in Section 3.9.2 for 0+ (ABS) calls and the terms and conditions described in Section 3.9.3 for 1+ calls. The Parties agree to cooperate with one another to investigate, minimize and take corrective action in cases of fraud involving 0+ intraLATA toll calls, ABS and ported numbers.
 - 3.9.2. Sleuth Fraud Alerts for 0+ (ABS) Calls
 - 3.9.2.1. PACIFIC will provide alert notification messages, at no additional charge, to AT&T on suspected occurrences of ABS-related fraud on AT&T accounts stored in PACIFIC's LIDB. PACIFIC will provide such alert messages by e-mail or another mutually agreed upon format.
 - 3.9.2.2. PACIFIC will use its Sleuth system to determine suspected occurrences of ABS-related fraud for AT&T using the same criteria PACIFIC uses to monitor fraud on its own accounts.
 - 3.9.2.3. PACIFIC will provide Sleuth alert messages via a direct entry method, once PACIFIC has developed this functionality. PACIFIC anticipates the direct entry method will be developed by 1st quarter 2001. Sleuth alert messages via this method will be provided at no additional charge.

08/14/2000

- 3.9.2.4. PACIFIC advises AT&T that Sleuth alerts only potential occurrences of fraud. AT&T will, at its discretion, perform its own investigations to determine whether a fraud situation actually exists. AT&T will determine what, if any, action it should take as a result of a Sleuth alert.
 - 3.9.2.5. The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day, seven (7) days per week.
 - 3.9.2.6. For each alert notification that PACIFIC provides to AT&T, AT&T may request a corresponding thirty-day (30 day) historical report of ABS-related query processing for that customer. AT&T may request up to three reports per alert.
 - 3.9.2.7. PACIFIC will provide these ABS-related reports to AT&T at no additional charge.
- 3.9.3 Traffic Alert Referral Service for 1+ Calls.
- 3.9.3.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with AT&T's resold lines. On no less than thirty (30) calendar days written notice, AT&T may order PACIFIC's TARS. In providing TARS to AT&T, Pacific notifies AT&T of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to AT&T information on all 1+ alerts. PACIFIC will use electronic mail to provide such information and advises AT&T that such information will only be available via electronic mail at the present time. It is the responsibility of AT&T to provide PACIFIC with the correct e-mail address. PACIFIC will provide this Information to AT&T on a per-alert basis and will charge AT&T on a per-alert basis. PACIFIC grants to AT&T a non-exclusive right to use the information provided by PACIFIC. AT&T 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 Attachment 8.

4. SUPPORT FUNCTIONS FOR RESALE SERVICES

4.1. The following Support Functions are offered in conjunction with a Resale Service: Operator Systems and Repair Services. Operator Systems consist of Directory Assistance and Operator Services.

4.2. Routing to Operator Systems

Where AT&T purchases Telecommunications Service from PACIFIC for resale, PACIFIC will, at AT&T's option, provide Custom Routing for Resale Alternate Operator Routing (ROAR), as described in Attachment 6, Section 6.2.9.

4.2.1. Operator Systems: Operator Systems calls which, at AT&T's option, are routed to PACIFIC will meet the following requirements:

4.2.1.1. The calls will be branded with AT&T's name at no additional charge. If PACIFIC presents a proposal for OS/DA branding for resale services in one of the Commission's generic proceedings, a decision made on this issue will be incorporated into this Agreement on a prospective basis. PACIFIC shall provide Rate Reference Service to AT&T in accordance with Section 2.6 of Attachment 7.

4.2.1.2. PACIFIC will provide Operator Systems to AT&T's End Users in accordance with PACIFIC's OS/DA methods and practices used to provide Operator Systems to PACIFIC's End Users, and that are in effect at the time the OS/DA call is made, unless otherwise agreed to in writing by both parties.

4.2.2. Directory Assistance

4.2.2.1. The DA calls will be branded with AT&T's name at no additional charge. If PACIFIC presents a proposal for OS/DA branding for resale services in one of the Commission's generic proceedings, a decision made on this issue will be incorporated into this Agreement on a prospective basis. PACIFIC shall provide Rate Reference Service to AT&T in accordance with Section 3.4 of Attachment 7.

4.2.2.2. For customers AT&T serves through resale, at AT&T's option, PACIFIC shall route directly to the AT&T Network,

08/14/2000

using Custom Routing for Resale Alternate Operator Routing (ROAR) as described in Attachment 6, Sections 6.2.9 and 6.5.2, Directory Assistance calls dialed by AT&T Customers in the "411" format and IntraLATA Directory Assistance calls dialed by AT&T customers in the "foreign NPA" or "FNPA 555-1212" format.

- 4.2.2.3. PACIFIC will include the AT&T Customer's listing in its Directory Assistance database as part of the Local Service Request process. PACIFIC will honor AT&T's preferences for listing status, including non-published and DA only listing, as noted on the Local Service Request and will ensure that the listing appears as AT&T requested in the PACIFIC database which is used to perform Directory Assistance functions. Performance Standards associated with this service are set forth in Section 14 of this Agreement. PACIFIC will provide Directory Assistance service to AT&T that equals the Directory Assistance Service PACIFIC provides to itself and its own end users.

4.3. Operator Services

- 4.3.1. PACIFIC will provide the full range of Operator Services, at the rates set forth in Attachment 8, including 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.
 - 4.3.1.1. Where AT&T has requested Custom Routing for Resale Alternate Operator Routing (ROAR), as described in Attachment 6, Sections 6.2.9 and 6.5.2, PACIFIC shall route local Operator Services calls (0+, 0-) dialed by AT&T Customers directly to the AT&T Local Operator Services platform.
 - 4.3.1.2. PACIFIC will provide the functionality and features within its local switch (LS) to route AT&T customer dialed 0- and 0+ IntraLATA calls to AT&T using Custom Routing for Resale Alternate Operator Routing (ROAR), as described in Attachment 6, Sections 6.2.9 and 6.5.2. In all cases, PACIFIC will provide post-dial delay no greater than that provided by PACIFIC for its End Users.

4.3.2. Repair Calls

- 4.3.2.1. Either Party shall refer repair calls (e.g., 611) dialed by the other Party's end-user customer to the 8YY (toll free) number supplied by the other Party for the other Party's repair center, as described in Attachment 9, Section 4.7.
- 4.3.2.2. PACIFIC will make available to AT&T an optional service, Repair Transfer Service ("RTS"). In the event AT&T's End User dials 611 (811-8081 for Priority Business customers) for repair, PACIFIC will provide a recorded announcement of the AT&T name and number and PACIFIC will automatically transfer the caller to the AT&T designated 8YY number for repair service. AT&T must provide written notification to PACIFIC at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the AT&T name and the 8YY numbers to which AT&T wishes its End Users to be routed for repair service. There will be no charges associated with the initial set-up or for the provision of 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 Attachment 8.

4.3.3. Non-discriminatory Treatment

All direct routing capabilities described herein shall permit AT&T Customers to dial the same telephone numbers for AT&T Directory Assistance or Local Operator that similarly-situated PACIFIC customers dial for reaching equivalent PACIFIC services. Such non-discriminatory dialing to reach AT&T's Directory Assistance or Local Operator shall be available as of the Effective Date of this Agreement, where AT&T has requested Custom Routing for Resale Alternate Operator Routing (ROAR), as described in Attachment 6, Sections 6.2.9 and 6.5.2.

4.3.4. Busy Line Verification and Emergency Line Interrupt

Until such time that an electronic interface is made available by PACIFIC to access PACIFIC's data base for Operator Services, if AT&T has purchased the resale line with Custom Routing for Resale Alternate Operator Routing (ROAR), as described in Attachment 6, Sections 6.2.9 and 6.5.2, PACIFIC will offer Operator-to-Operator BLV/BLVI to AT&T on a non-discriminatory basis, in accordance with LERG instructions. PACIFIC requires that a reciprocal BLV/BLVI

08/14/2000

network be established between PACIFIC and AT&T's operator service provider.

4.4. Access to the Line Information Database

PACIFIC shall update and maintain AT&T Customer information in the Line Information Database (LIDB) in the same manner and on the same schedule that it maintains information in LIDB for PACIFIC customers.

4.5. Telephone Line Number Calling Cards

Effective as of the date of an end-user's subscription to AT&T Service, PACIFIC will remove any PACIFIC-assigned telephone line calling card number (including area code) ("TLN") from the LIDB.

4.6. Toll Blocking

Upon AT&T's request, PACIFIC will provide blocking on a line by line basis of an AT&T Customer's access to any or all of the following call types: 900, 976, bill to third party and collect, and such other call types under the same terms and conditions as apply to PACIFIC's End Users. The terms and conditions for Toll Blocking are set forth in PACIFIC's SCHEDULE CAL. P.U.C. No. 175T, Section 18.6.8.

ATTACHMENT 6

SPECIFICATIONS, SERVICE DESCRIPTIONS, AND IMPLEMENTATION
SCHEDULE FOR UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS

08/14/2000

ATTACHMENT 6
SPECIFICATIONS, SERVICE DESCRIPTIONS, AND IMPLEMENTATION
SCHEDULE FOR UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS

1. INTRODUCTION

- 1.1. This Attachment 6 sets forth the unbundled Network Elements and Combinations of unbundled Network Elements (“Combinations”) that PACIFIC agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act and Applicable Laws. This reference includes, without limitation, the FCC’s First Report and Order and the FCC’s UNE Remand Order, as defined in Attachment 1 and as modified in subsequent proceedings. The specific terms and conditions that apply to the unbundled Network Elements and Combinations are described below. Prices for Network Elements and Combinations are set forth in Attachment 8 (Pricing) of this Agreement.

2. GENERAL: UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS

- 2.1. Access to Unbundled Elements shall be specified herein and not presumed. The Network Elements offered under this Agreement shall be clearly specified in this Agreement or the attachments hereto. In no event will it be presumed that access to a Network Element is offered unless so specified. PACIFIC will make available any other form of access requested by AT&T that is required by the Act and the regulations thereunder. Requests for Network Elements not specified in this Attachment shall be processed according to the process described in Section 22 (Bona Fide Request) of the Preface (General Terms and Conditions) of this Agreement.
- 2.2. Consistent with the terms and conditions in this Attachment, the Act and regulations thereunder, PACIFIC shall offer each Network Element individually and, in combination with any other Network Element or Network Elements in order to permit AT&T to combine such Network Element or Network Elements with another Network Element or other Network Elements obtained from PACIFIC or with network components provided by itself or by third parties to provide Telecommunications Services to its customers. With or without additional components furnished by AT&T to itself or through third parties, AT&T may combine Network Elements made available by PACIFIC with other contiguous PACIFIC Network Elements, provided, however, that AT&T shall submit a Bona Fide Request to PACIFIC when AT&T requests PACIFIC to combine contiguous or non-contiguous Network Elements:

08/14/2000

- 2.2.1. In a manner different than that contemplated in Section 3 and Table 1 of this Attachment 6.
 - 2.2.2. In a manner different than that contemplated in any previous Bona Fide Request from AT&T or any other Telecommunications Carrier, or
 - 2.2.3. In a manner different than PACIFIC has made available to any other Telecommunications Carrier.
- 2.3. AT&T may use one or more Network Elements or Combinations to provide to AT&T 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 End Users that have not selected AT&T as their local service provider. Special access services may be converted to combinations of unbundled loops and transport Network Elements if AT&T 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.
- 2.4. Consistent with the terms and conditions in this Attachment and the Act and regulations thereunder, PACIFIC will permit AT&T to interconnect AT&T’s facilities or facilities provided by AT&T or by third parties with each of PACIFIC’s Network Elements at any technically feasible point designated by AT&T.
- 2.5. If AT&T requests a Combination not specified in this Agreement and for which the Parties have not agreed on methods and procedures for pre-ordering, ordering, provisioning, maintenance, billing and pricing, the Parties will meet and confer to establish the processes necessary to provide the combination. In the event the Parties can not 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 Attachment 3 to the Agreement.
- 2.6. For each Network Element, PACIFIC shall specify a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide

08/14/2000

Cross Connect panel or a Main or Intermediate Distribution Frame) and, if necessary, access to such demarcation point, which is mutually agreed to by the Parties. However, where PACIFIC provides contiguous Network Elements or a continuous combination of Network Elements to AT&T, PACIFIC may provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.

- 2.7. PACIFIC shall offer each Network Element individually and in any technically feasible Combination with any other Network Element or Network Elements in order to permit AT&T to provide services to its Customers.
- 2.8. PACIFIC shall not charge AT&T an interconnection fee or demand other consideration for directly interconnecting any Network Element or Combination to any other Network Element or Combination provided by PACIFIC to AT&T. This stipulation applies if PACIFIC directly interconnects the same Network Elements or Combinations in providing any service to its own Customers or a PACIFIC affiliate, including the use of intermediate devices, such as a digital signal cross connect panel, to perform such interconnection.
- 2.9. 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 AT&T. Network Elements to be provisioned together shall be identified and ordered by AT&T as such. Network Elements ordered as a Combination shall be provisioned in combination unless AT&T specifies that the Network Elements ordered in combination be provisioned separately. When existing Access Service(s) employed by AT&T is replaced with a combination(s) of loop and transport, PACIFIC shall not physically disconnect or separate in any other fashion equipment and facilities employed to provide the Access Service(s) except for technical reasons or if requested by AT&T. The charge for such transitioning of an existing Access Service(s) to a combination of loop and transport shall be the service order charge(s) as described in Section 2.13.2.2 of this Attachment.
- 2.10. In provisioning a Network Element or Combination, PACIFIC shall provide all ancillary equipment necessary to make the Network Element or Combination function as defined in this Agreement or in the technical references listed in Appendix A to this Attachment 6. If AT&T requires ancillary equipment to make a Network Element meet its stated performance specifications, the cost of the ancillary equipment will be included in the price of the Network Element. Prior to the Effective Date of this Agreement, Pacific shall provide to AT&T a written list identifying all

08/14/2000

ancillary equipment necessary to make the Network Elements and Combinations listed in this Attachment 6 and attached Table 1 function.

- 2.11. Specification of ancillary equipment (e.g., multiplexers, bridges, etc.) in an AT&T order is not an acknowledgment on the part of AT&T that the items specified represent separate Network Elements. In addition, such specification is not a waiver of any position that there should be no extra charge for the ancillary equipment but that it should be included in the price of the Network Element or Combination. Whether or not AT&T specifies ancillary equipment in an order, PACIFIC shall supply, at no additional charge, all ancillary equipment necessary to make the Network Element or Combination function as defined in this Agreement or in the technical references listed in Appendix A to this Attachment 6.

- 2.12. Attachment 6, together with Attachments 9, 13 and 14, collectively describe the Operating Support System Network Element, and list the Network Elements, associated Ancillary Equipment and Combinations that AT&T and PACIFIC have identified as of the Effective Date of this Agreement. AT&T and PACIFIC agree that the Network Elements and Combinations identified in this Agreement are not exclusive. The process of requesting access to a Network Element not identified herein shall be the Bona Fide Request process set forth in Section 22 of the Preface (General Terms and Conditions) of this Agreement. 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 AT&T, without AT&T being required to use the Bona Fide Request process. Failure to list a Network Element or Combination herein shall not constitute a waiver by AT&T to obtain a Network Element or Combination subsequently ordered by the FCC or by the Commission.

- 2.13. Replacement of Services with Unbundled Network Elements
 - 2.13.1. As part of its obligation to offer unbundled Network Elements to AT&T, PACIFIC shall permit AT&T to substitute unbundled Network Elements (including Combinations) providing identical functionality for any services, excluding Access Service purchased by AT&T pursuant to either contract or tariff.

 - 2.13.2. Any substitution of Network Elements (including Combinations) for services shall be subject to all of the requirements of this Attachment 6 applicable to purchase of Network Elements and

08/14/2000

Combinations of Network Elements, and shall include without limitation the following:

- 2.13.2.1. When AT&T 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 AT&T.
- 2.13.2.2. 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 AT&T'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.
- 2.13.3 AT&T 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. AT&T may request any number of conversions in a single notice. AT&T 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 AT&T without disruption of service. If AT&T sends a written notice, rather than a mechanized service order, AT&T will be subject to a manual service charge for the service migration.
- 2.13.4. PACIFIC agrees that with respect to all unbundled Network Elements (including Combinations) substituted for services:
 - 2.13.4.1 Recurring charges for unbundled Network Elements substituted for services shall apply as of the following dates:

Except where AT&T specifically requests that PACIFIC physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion

08/14/2000

order shall be deemed to have been completed effective upon receipt by PACIFIC of notice from AT&T, and recurring charges set forth in Attachment 8 to this Agreement applicable to unbundled Network Elements shall apply as of such date.

Where AT&T 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 Attachment 8 to this Agreement applicable to unbundled Network Elements shall apply based on the date on which PACIFIC completes the requested work.

PACIFIC shall bill AT&T 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.

- 2.14 Notwithstanding any other provision of this Attachment 6, only UNEs which have been determined by Applicable Law to meet the "necessary" and "impair" standards of the Act (Section 251(d)(2)) will be provided under this Agreement. No UNE referred to or otherwise required by this Agreement which is determined by Applicable Law, not to meet the "necessary" and "impair" standards of the Act and that is not otherwise required by Applicable Law, shall be provided by PACIFIC to AT&T hereunder.
- 2.15 Unless specified otherwise in this Attachment, PACIFIC will make the Network Elements identified in this Agreement, and all Combinations specified herein, available on the Effective Date of this Agreement .
- 2.16 The charge(s) for Network Elements requested pursuant to Section 22 of the Preface (General Terms and Conditions) of this Agreement shall be specified by amendment to Attachment 8.
- 2.17 Implementation Costs for all Network Elements set forth in this Attachment will be determined and recovered as specified in Attachment 8.

3. COMBINATIONS

- 3.1 PACIFIC shall provide to AT&T any combination of Network Elements requested by AT&T to serve its customers. The Combinations that PACIFIC agrees to provide to AT&T include those listed below. Table 1 below provides examples of additional individual Combinations that PACIFIC shall provide to AT&T.

08/14/2000

- 3.1.1 Enhanced Extended Loop, as defined in Section 5.2.6 of this Attachment.
- 3.1.2 Loop with Multiplexing and/or Concentration
- 3.1.3 Local Network Interconnection Combination: Local Switching, Tandem Switching, Dedicated Transport, Shared Transport, Common Transport, Signaling, and SCPs/Databases.
- 3.1.4 UNE-Platform utilizing PACIFIC's NIDs, loops, switching, shared and common interoffice transport, Signaling, and Databases. AT&T shall send PACIFIC two UNE-Platform orders: the first is the "footprint" combination order, and the second is the "customer service" UNE-P combination order.
 - 3.1.4.1 The "footprint" combination order shall instruct PACIFIC to establish the common equipment necessary to provide Local service from a given central office. AT&T will transmit one "footprint" order for each PACIFIC central office and an associated order for each trunk group required to provide UNE-P custom routing capability.
 - 3.1.4.2 The "customer service" UNE-P order shall request that PACIFIC provide a NID, loop, switch port and associated vertical switching features for a specific AT&T Local customer. The order shall include all customer-specific custom calling and blocking features, along with directory listing information.
 - 3.1.4.3 Combining Links and LSNE with Shared Transport: AT&T may order from Pacific a Combination of link and LSNE, with routing over Shared Transport. Under this scenario, PACIFIC shall provide to AT&T, at no additional charge, a cross connection facility from PACIFIC's central office distribution frame to the Line Side Port of the switch.
 - 3.1.4.4 Combining Links, LSNE and Dedicated Transport: AT&T may order from Pacific a Combination consisting of Links, the LSNE, with custom routing over Dedicated Transport. Under this scenario, PACIFIC shall provide to AT&T, at no additional charge, a cross-connection facility between the link and the LSNE.

08/14/2000

4. NETWORK INTERFACE DEVICE (NID)

4.1 GENERAL DESCRIPTION AND SPECIFICATIONS OF THE NETWORK ELEMENT

- 4.1.1. Description. The Network Interface Device Network Element (NID) is defined as set forth in FCC Rule 51.319. NID is PACIFIC's terminal that is used to connect the end user customer's inside wire with the telephone network. In addition, the NID is the final termination point, or DEMARC (demarcation point) in the loop network where an end user customer connects its inside wire to a telephone company's loop network. Connection to PACIFIC's NID will permit AT&T to obtain direct access to the end user customer's inside wire.
- 4.1.2. PACIFIC shall make available to AT&T the NID, which includes any means of interconnection of customer premises wiring to PACIFIC's distribution plant, such as a cross-connect device used for that purpose. The NID includes all features, functions, and capabilities of the facilities used to connect PACIFIC's distribution plant to the customer premises wiring, regardless of the particular design of the NID mechanism. The NID consists of whatever technology exists in PACIFIC's network at the time when and at the end user premises where the NID is unbundled.
- 4.1.3. Types of NID. Under this Agreement, PACIFIC shall offer access to two general types of NIDs:
 - 4.1.3.1. Simple NID, which is a standard network interface (SNI), the use of which permits the end user's customer wiring to be isolated from PACIFIC's network.
 - 4.1.3.2. Complex NID, which is a building terminal where end user customer wiring terminates on PACIFIC's network.

4.2 FORM OF ACCESS

- 4.2.1. Due to the wide variety of NIDs utilized by PACIFIC (based on subscriber size and environmental considerations), AT&T may access the subscriber's inside wire by the following means:
 - 4.2.1.1. AT&T may choose to connect directly to the end-user's inside wire at the PACIFIC NID at no charge. Should AT&T request PACIFIC to disconnect its loop from the

08/14/2000

end user's inside wire, PACIFIC would charge AT&T a Non Recurring Charge (NRC) as set forth in Attachment 8. PACIFIC will perform any upgrades or rearrangements, other than loop disconnection (as addressed in the previous sentence) required by AT&T at the time and materials rate set forth in Attachment 8.

- 4.2.1.2. If AT&T does not choose to connect directly to the end-user's inside wire at the PACIFIC NID, AT&T must establish the connection to PACIFIC's NID through an adjoining NID deployed by AT&T.
- 4.2.1.3. With the customer's permission, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID.
- 4.2.2. In no case shall AT&T remove or disconnect PACIFIC's Loop facilities from PACIFIC's NIDs, enclosures, or protectors.
- 4.2.3. In no case shall AT&T remove or disconnect ground wires from PACIFIC's NIDs, enclosures, or protectors.
- 4.2.4. In no case shall AT&T remove or disconnect NID modules, protectors, or terminals from PACIFIC's NID enclosures.
- 4.2.5. Maintenance and control of premises wiring (inside wire) is the responsibility of the subscriber. The end user subscriber must resolve any conflicts between service providers for access to the subscriber inside wire.
- 4.2.6. Due to the wide variety of NID enclosures and outside plant environments, PACIFIC and AT&T will cooperate to implement this Section 4.2.

4.3. TECHNICAL REQUIREMENTS

- 4.3.1. 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 AT&T's NID, and shall maintain a connection to ground.
- 4.3.2. PACIFIC's NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to AT&T's NID, consistent with the NID's function at the Effective Date of this Agreement.

08/14/2000

- 4.3.3. Where a PACIFIC NID exists, PACIFIC shall provide the existing NID in working condition. AT&T may request PACIFIC to do additional work to the NID in accordance with Section 4.2.1.1.

4.4 ORDERING

- 4.4.1. AT&T will not be required to place an order to obtain access to PACIFIC's unbundled NID in order to directly connect to the unbundled NID.
- 4.4.2. PACIFIC does not keep records on NIDs and therefore does not have the ability to provide AT&T with access to NID inventory information.

4.5. GENERAL TERMS AND CONDITIONS

- 4.5.1 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.
- 4.5.2. Connector Blocks. In no case shall either Party remove or disconnect the other Party's loop facilities from the other Party's NIDs, enclosures, or protectors without receiving concurrence from the other Party. In no case shall either Party remove or disconnect ground wires from the other Party's NIDs, enclosures, or protectors. In no case shall either Party remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.
- 4.5.3. 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 end user customer, either Party may leave its drop in place until another LEC or CLEC needs access to the NID as covered in 4.2.1.1.
- 4.5.4. Gaining Access to the NID. The Parties each acknowledge and agree that a special tool is necessary for access to PACIFIC's side of the NID. Neither Party shall attempt to access any type of NID without the proper tool, and any party accessing the NID,

08/14/2000

protector, connector block, or any other form of NID, shall exercise reasonable care and sound technician practices so as to avoid damage to the NID.

5. LOOPS

5.1. GENERAL TERMS AND CONDITIONS

- 5.1.1. The terms Loops and Links are synonymous.
- 5.1.2. Definition. Unbundled Local Loop (Loop) is defined as the Local loop network element, as set forth in FCC Rule 51.319. The Loop is defined as a transmission path that extends from the main distribution frame (DSX-panel or functionally comparable piece of equipment) in the subscriber's serving End Office to the demarcation point. The demarcation point is defined as the point where PACIFIC's control ends in or at the subscriber's premises, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins. The demarcation point is defined by control; it is a point where PACIFIC's and an end user's responsibilities meet. The Loop shall include the use of all test access functionality, including, without limitation, smart jacks, for both voice and data. The actual Loop transmission facilities used to provide a Loop may utilize any of several technologies.
- 5.1.3. Use and Suitability of Loop Service. Unbundled Loops may not be used to provide any service that would degrade or otherwise adversely affect PACIFIC's network services. AT&T shall use its good faith reasonable efforts to prevent its use of an unbundled Loop purchased from PACIFIC from degrading or otherwise adversely affecting network services of other CLECs that are interconnected with PACIFIC's network. PACIFIC shall use its good faith reasonable efforts to prevent other CLECs interconnected with PACIFIC's network from degrading or otherwise adversely affecting an unbundled Loop purchased by AT&T from PACIFIC.
- 5.1.4. The unbundled Loop element includes any equipment actually in place on the Loop, such as a load coil, to facilitate transmission in the voice band. Such equipment shall be considered to be part of the Loop.
 - 5.1.4.1. Consistent with the FCC *UNE Remand Order*, PACIFIC is not required to unbundle DSLAM

08/14/2000

equipment except in one limited circumstance as follows: PACIFIC must provide AT&T 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 AT&T 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 that the affiliate has acquired from PACIFIC, the affiliate shall comply with the FCC's unbundling obligations with respect to the DSLAM equipment so acquired.

5.1.4.2. 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 AT&T as part of the unbundled Loop element.

5.1.5. 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.

5.1.6. Liability

5.1.6.1. Each Party, whether AT&T or PACIFIC, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on PACIFIC 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, DSL service degradation, or damage to the other Party's ("Indemnitee") facilities. Non-standard DSL technology is a DSL technology not authorized in section 5 of Attachment 6 of this Agreement.

5.1.6.2 For any DSL technology, AT&T's use of any PACIFIC Network Element, or of its own equipment or facilities in conjunction with any PACIFIC Network Element, will

08/14/2000

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 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 AT&T violates this provision, provided that such termination of service will be limited to AT&T'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, AT&T demonstrates that its use of the Network Element is not the cause of the network harm. If AT&T does not believe that PACIFIC has made a sufficient showing of harm, or if AT&T contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in Attachment 3 of this Agreement. Any claims of network harm by PACIFIC must be supported with specific and verifiable supporting information.

5.1.7. Indemnification

5.1.7.1. 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 of Attachment 6 of this Agreement.

5.1.7.2. Indemnification hereunder shall be pursuant to the terms of Section 11 of the Preface (General Terms and Conditions) to this Agreement.

08/14/2000

5.2. TYPES OF LOOPS/LINKS

- 5.2.1. PACIFIC shall allow AT&T access to the following Loops in accordance with the terms and conditions of this Attachment 6:
- 5.2.2. 2-Wire or 4-wire Analog Basic Link. This PACIFIC unbundled Network Element is Plain Old Telephone (POTS) grade two-wire or 4-wire circuit or equivalent voice frequency channel. This loop supports analog transmission of 300-3000 Hertz (Hz) with loss no greater than 8.0 dB measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the MPOE. In addition, coin supervision and ground start signaling options are available.
- 5.2.3. 2-Wire or 4-wire Analog (Assured) Link. The PACIFIC 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.
- 5.2.4. 4-Wire Digital (1.544 MBPS Capable) Link. This PACIFIC unbundled Network Element (4-wire) is a 1.544 MBPS capable Link which is an upgrade to the Basic Link and will terminate on a smart jack. It will be conditioned with or without digital repeaters.
- 5.2.5. 2-wire ISDN digital Loop supports BRI ISDN as well as IDSL technology that will conform to ANSI standard T1.601. This Loop provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 KBPS digital services using the ISDN 2B1Q line code.
- 5.2.6 An Enhanced Extended Link (EEL) consists of a combination of an unbundled loop, multiplexing/concentrating equipment, and dedicated transport. The EEL allows AT&T to serve a customer by extending a customer's loop from the end office serving that customer to a different end office in which AT&T is already collocated. Where AT&T requests conversion of special access to an EEL, the EEL will only be available to AT&T when AT&T provides a significant amount of local exchange service, as defined by the FCC in Supplemental Order Clarification, Section 22.

08/14/2000

5.2.7. [Intentionally Omitted]

5.2.8. DSL-Capable Loops

5.2.8.1. The term digital subscriber line (DSL) describes various technologies and services. PACIFIC unbundled DSL loop offerings are set forth below for AT&T's use in conjunction with its desired DSL technologies and equipment to provision DSL services to its end-user customers. The Parties will comply with the FCC's rules on spectrum compatibility and management that enable the reasonable and safe deployment of advanced services prior to the development of industry standards. In accordance with the FCC's *Advanced Services Order*, PACIFIC shall provide AT&T with nondiscriminatory access to PACIFIC's spectrum management procedures and policies. PACIFIC shall make equally available to AT&T the procedures and policies that PACIFIC uses in determining what services can be deployed, so that AT&T can independently and expeditiously determine what services and technologies it can deploy within PACIFIC's service area.

5.2.8.2. [Intentionally omitted]

5.2.8.3. All PACIFIC Central Offices support the provisioning of DSL-capable Loops.

5.2.8.4. HDSL-capable Loop – an HDSL-capable Loop is a basic Loop (2 or 4-wire) without any data transmission degrading equipment (e.g. load coils, bridge taps). The Loop's electrical characteristics will permit the transmission of communications both within the voice band and in frequency ranges above the voice band. PACIFIC shall certify an HDSL-capable Loop as capable of supporting HDSL data service without undue spectral interference.

5.2.8.5. ADSL-capable Loop – an ADSL-capable Loop is a basic loop (2-wire) provisioned on copper facilities, without any data transmission degrading equipment (e.g. load coils, bridge taps). This loop has a physical distance below 18,000 feet such that the Loop's electrical characteristics will permit the transmission of communications both within the voice band and in frequency ranges above the voice band. PACIFIC

08/14/2000

must certify the ADSL-capable loop as capable of supporting the ADSL data service without undue spectral interference.

5.2.8.6. All loops listed in Sections 5.2.8.7 through 5.2.8.12 below support technologies that conform to the current ANSI draft standard for spectrum management T1E1.4/99-002(R4). AT&T's transmission rate over these DSL-Capable Loops shall not be limited, except as may be required to conform to the total power, spectrum, transverse balance, and other parameters set forth in the ANSI draft standard. Each PSD referenced below is intended to include all parameters of its representative Spectrum Management Class, as found in the ANSI draft standard. PACIFIC and AT&T recognize that ANSI's current spectrum management classes and PSDs are in draft form and that as ANSI's standards become final, all Parties will adopt the final standards.

5.2.8.7. PSD Class #1 Capable Loop supports:

5.2.8.7.1. 2-Wire Digital "ISDN Digital Subscriber Line" (IDSL) technology:--See current 2-Wire Digital Loop offering (which complies with ANSI standard T1.601), as found in Appendix A of this Agreement.

5.2.8.7.2. 2-Wire Analog (copper only facilities) Loop is used at some operating speeds to provision "Symmetric Digital Subscriber Line" (SDSL): Loop Qualification and optional conditioning as described below are applicable to this 2-Wire VLS capable loop for which a copper only facility is ordered.

5.2.8.8. PSD Class #2 Capable Loop - 2-Wire PSD Class #2 capable loop may be used to support the deployment of any DSL equipment as referenced in 5.2 above. Loop Qualification and optional conditioning as described below are applicable to the PSD #2 capable loop.

5.2.8.9. PSD Class #3 Capable Loop supports:

08/14/2000

- 5.2.8.9.1. 2-Wire PSD Class #3 capable loop may be used to support the deployment of any DSL equipment as referenced in 5.2 above including 2-wire HDSL technologies. Loop Qualification and optional conditioning as described below are applicable to the PSD #3 capable loop.
- 5.2.8.9.2. 4-Wire PSD Class #3 capable loop may be used to support the deployment of any DSL equipment as referenced in 5.2 above including 4-wire HDSL technologies. Loop Qualification and optional conditioning as described below are applicable to the PSD #3 capable loop.
- 5.2.8.10. PSD Class #4 Capable Loop – 2-Wire PSD Class #4 capable loop may be used to support the deployment of any DSL equipment as referenced in 5.2 above including 2-wire HDSL 2 technologies. Loop Qualification and optional conditioning as described below are applicable to the PSD #4 capable loop..
- 5.2.8.11. PSD Class #5 2-Wire Capable Loop - 2-Wire PSD Class #5 capable loop may be used to support the deployment of any DSL equipment transmission of ADSL technologies which comply with current national standards (ANSI T1.413-1998). Current national standard provides for the use of echo cancellation in some situations. Loop Qualification and optional conditioning as described below are applicable to the PSD #5 capable loop.
- 5.2.8.12. PSD Class #7 2-Wire Capable Loop – 2-Wire PSD Class #7 capable loop may be used to support the deployment of any DSL equipment as referenced in 5.2 above. Loop Qualification and optional conditioning as described below are applicable to the PSD Class #7 capable loop.
- 5.2.8.13. Other Loop Technologies Presumed Capable of Deployment:
 - 5.2.8.13.1. In addition to DSL-capable loops referenced in Sections 5.2.8.4 through 5.2.8.12 above,

08/14/2000

PACIFIC shall make available to AT&T the following loop technologies presumed capable of deployment pursuant to Section 67 of the FCC's *Advanced Services Order*:

- 5.2.8.13.1.1. any loop technology that complies with industry standards T1.601, T1.413 or TR28;
 - 5.2.8.13.1.2. any technology that any carrier has successfully deployed, without significantly degrading the performance of other services, and
 - 5.2.8.13.1.3. any technology that the FCC, any state commission or an industry standards body has approved.
- 5.2.8.13.2 PACIFIC may not deny a request by AT&T to deploy loop technology that is presumed capable for deployment, unless PACIFIC demonstrates to the Commission that the deployment of the particular technology within PACIFIC's network will significantly degrade the performance of other advanced services or traditional voice band services. In addition, PACIFIC and AT&T may mutually agree to deploy new technology that exceeds industry standards.
- 5.2.8.14. If AT&T requests a new technology presumed capable of deployment under Section 5.2.8.13 for which PACIFIC does not have an existing supporting loop as defined above, PACIFIC will provide a loop capable of supporting the new technology for AT&T as follows:
- 5.2.8.14.1. If the new technology, presumed capable of deployment, requires the use of a 2-wire or 4-wire loop that is materially the same or the same with loop conditioning as described above, then PACIFIC will provide AT&T such loop. This loop will be capable of supporting the new technology at the same rates listed for the appropriate 2-wire and 4-wire loops and associated loop

08/14/2000

conditioning as needed. PACIFIC will supply AT&T with the appropriate ordering procedures within fifteen (15) business days of AT&T's request for a loop capable of supporting the new technology.

5.2.8.14.2. If the new technology presumed capable of deployment requires a materially different loop type from the existing 2-wire or 4-wire loops defined above (e.g. different loop design, conditioning, spectrum impact, etc.), then AT&T and PACIFIC shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for such loop. If negotiations fail, disputes between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed technology shall be resolved pursuant to the dispute resolution process provided for in Attachment 3.

5.2.8.15. New Loop Technologies Other than Those Presumed Capable of Deployment

5.2.8.15.1 AT&T may deploy new technologies that do not conform to industry standards T1.601, T1.413 and TR28 or 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) if AT&T can demonstrate to the Commission that the particular technology will not significantly degrade the performance of other advanced services or traditional voice band services. In this situation, there would be no presumption in favor of deployment and the burden would be on the AT&T to make the appropriate showing.

5.2.8.15.2. If it is demonstrated that the new technology will not significantly degrade the performance of other advanced services or traditional voice-

08/14/2000

based services, PACIFIC will provide a loop to support the new technology for AT&T under the same terms and conditions as set forth in Sections 5.2.8.14.1 and 5.2.8.14.2 above.

- 5.2.8.15.3. For such new DSL technologies deployed under Sections 5.2.8.14.1 and 5.2.8.14.2 above, once national ANSI standards are adopted, PACIFIC and AT&T will comply with the new standards within the time frame specified by ANSI or as otherwise agreed by the Parties.
- 5.2.8.15.4. Until such time as the FCC defines the term more precisely, "significantly degrade" is defined as an action that noticeably impairs a service from a user's perspective. FCC's *Advanced Services Order*, Paragraph 66.

5.3. PRE-QUALIFICATION OF LOOPS

- 5.3.1. PACIFIC will make available the capability for AT&T to pre-qualify loops on a mechanized basis through Verigate/DataGate OSS interfaces. The pre-qualification process will permit a database query, which will result in the retrieval of an indicator with limited loop length and facility data. There is no charge for pre-qualification.

5.4. LOOP QUALIFICATION

- 5.4.1. PACIFIC will use a loop qualification process (Loop Qualification) in connection with provisioning DSL-Capable Loops requiring spectrum management and "copper only" facilities with specific physical characteristics. The Loop Qualification process examines the available loop facilities for suitability in terms of physical characteristics and spectrum compatibility based upon the conditions set forth in industry standards. The Loop Qualification process provides loop make-up data, such as loop length and existence of load coils, repeaters, and bridge tap. Spectrum inventory data (i.e. disturber occurrence) is also provided. PACIFIC shall provide to AT&T loop qualification information derived from the same data and records that PACIFIC uses to provide DSL to its own end users. If PACIFIC performs a physical or outside plant review in collecting such information for itself, PACIFIC shall perform the same physical or outside plant review

08/14/2000

for AT&T under the same circumstances. The qualification information provided to AT&T is based on the data and records contained in PACIFIC databases and physical records as of the date the request was processed. No physical or outside plant review has been performed to verify the accuracy of such data and records. The loop qualification information addresses only a transmission path serving the requested address. PACIFIC makes no warranty, express or implied, regarding the accuracy and completeness of the information provided and expressly excludes all warranties of merchantability and fitness for a particular purpose. If results of the Loop Qualification are found to be inaccurate, PACIFIC will immediately notify AT&T of the error(s). It will then be at AT&T's discretion whether to continue or discontinue with the provisioning of the DSL capable loop that was originally ordered. In any event, AT&T shall pay the rate set forth in Attachment 8 for each Loop Qualification performed by PACIFIC, whether or not any loop is identified which will support the desired technology, and if conditioning is requested, AT&T, in all cases, will pay the applicable conditioning charges set forth in Attachment 8.

- 5.4.2. Until a mechanized process is in place for Loop Qualification, AT&T shall submit manual requests for Loop Qualification to PACIFIC. PACIFIC shall complete its response to an AT&T request for Loop Qualification within the same time period as PACIFIC provides Loop Qualification to its own end users.
- 5.4.3. In response to AT&T's inquiry, PACIFIC shall notify AT&T:
 - 5.4.3.1. whether the Loop Qualification results indicate that the Loop is less than 12,000 feet and meets the technical parameters for a PSD#5 DSL-Capable Loop without additional conditioning,
 - 5.4.3.2. whether the Loop is between 12,000 and 17,500 feet,
 - 5.4.3.3. if applicable, the reason why the Loop does not meet the technical parameters for PSD #5 DSL.
 - 5.4.3.4. and any other information regarding loop characteristics necessary for AT&T to evaluate DSL service suitability.

08/14/2000

5.4.4. PACIFIC will provide the Loop at the rates set forth in Attachment 8 and will also provide associated loop makeup data for the loop qualification charge set forth in Attachment 8. Should the Loop meet PACIFIC's design requirements but not function as desired by AT&T, AT&T may request, and must pay for, any requested conditioning at the rates set forth in Attachment 8. Loops less than 12,000 feet that do not meet PACIFIC's design criteria for the PSD #5 ADSL-Capable Loop, but that could be conditioned to meet the minimum requirements defined in the associated PACIFIC Technical Publications through the removal of load coils, bridged taps and/or repeaters will be so conditioned at no charge to AT&T. PACIFIC shall maintain electrical continuity and line balance for all Loops at parity with PACIFIC's tariffed POTS service, regardless of the length of the Loop and regardless of whether AT&T orders the Loop with conditioning. If the results of the Loop Qualification indicate that conditioning is recommended to permit use of such Loop for a requested PSD, PACIFIC will provide conditioning recommendations to AT&T and the associated loop makeup data. The charges set forth in Attachment 8 for conditioning the DSL-Capable Loop and the associated Cross-Connect will apply if AT&T orders such loop as recommended. AT&T may order the Loop without conditioning or with partial conditioning.

5.5. MAINTENANCE

5.5.1. PACIFIC will provide maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet at the time and material rate stated in Attachment 8. On loops where AT&T has requested that PACIFIC not perform recommended conditioning, PACIFIC's maintenance will be limited to verifying loop suitability for POTS. For conditioned loops, PACIFIC will verify continuity, the completion of all requested conditioning, and will repair at no charge to AT&T any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

08/14/2000

5.6. PROVISIONING AND INSTALLATION

- 5.6.1. PACIFIC shall provision and install DSL loops, as defined above. If AT&T requests conditioning, PACIFIC will condition and install the Loop within the lesser of (a) the time interval that PACIFIC completes for its own end users, or (b) the interval established by the Commission and as defined in Section 14 of the Preface (General Terms and Conditions) of this Agreement.
- 5.6.2. Subsequent to ordering a DSL-Capable Loop, AT&T may request additional conditioning. The rates set forth in Attachment 8 and the applicable service order charges will apply. When PACIFIC receives requests to add or modify conditioning within twenty-four (24) hours of AT&T's initial order for a DSL- Capable Loop, PACIFIC shall not assess any additional service order charges, but may adjust the due date as necessary. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 5.6.3. Pacific shall work at AT&T's request for expedited provisioning of xDSL loops during normal business hours, provided that resources are available. Pacific shall manage requests for expedited provisioning during non-business hours as a coordinated cut, as defined in Attachment 9, and at the charges set forth in Attachment 8.

5.7 Spectrum Management

- 5.7.1 In order to protect the integrity of the network, AT&T agrees to use the DSL-Capable Loops in a manner consistent with the industry standards referenced above.
- 5.7.2. PACIFIC shall treat a request by AT&T for any DSL-capable Loop in a non-discriminatory manner with regards to spectrum management, and shall provide AT&T the same spectrum management as PACIFIC provides to itself or its affiliates. To the extent that recognized industry forums have convened and recommended guidelines for the non-discriminatory treatment of spectrum management and Loop assignment within Loop feeder and distribution cables, PACIFIC shall follow these recommendations.

08/14/2000

- 5.7.3. In those instances where the Loop facilities available to serve the Customer pass through transmission equipment located between the Customer premises and the serving network locations and such equipment prevents AT&T from deploying xDSL capabilities of equivalent quality to those offered by PACIFIC or those offered by PACIFIC's affiliates using equipment or facilities constituting unbundled network elements under 47 U.S.C. § 251(c)(3) that were transferred from PACIFIC to the affiliate, to the extent technically feasible, PACIFIC must provide AT&T with the following options as required by FCC 51.319 (c) (3) (B):
- 5.7.3.1. a Loop without intervening transmission equipment that meets industry standard electrical characteristics suitable for supporting xDSL capabilities as specified by AT&T; or
 - 5.7.3.2. access to a Loop facility and appropriate collocation space in the remote terminal for AT&T to deploy a DSLAM.
 - 5.7.3.3. 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 AT&T with access to unbundled packet switching, including PACIFIC's DSLAM, 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 AT&T to collocate its DSLAM in Pacific's remote terminal, on the same terms and conditions that apply to its own DSLAM.
- 5.7.4. Pacific shall make available to AT&T on a website a list of xDSL-capable central offices. PACIFIC shall update such website as new offices are qualified.
- 5.7.5. Within five (5) days after (i) PACIFIC determines that intervening transmission equipment (e.g., digital Loop carrier) may be modified to accommodate xDSL Loops or (ii) PACIFIC modifies intervening transmission equipment so that xDSL Loops may be provisioned, PACIFIC shall provide AT&T with written notice of such developments, provided that the events specified in (i) and (ii) occur within sixty (60) days of AT&T's request for xDSL Loops. PACIFIC is not required to notice AT&T if sixty (60) days have passed since AT&T's xDSL request.

08/14/2000

5.8. ACCESS TO LOOP DESIGN RECORDS

5.8.1. PACIFIC shall make available to AT&T on a non-discriminatory basis all Loop characteristics data available at the loop qualification rates set forth in Attachment 8. PACIFIC shall make such access available in a non-discriminatory manner identical to that which PACIFIC and its affiliates use to access this data. This data includes but is not limited to:

- 5.8.1.1 Loop length,
- 5.8.1.2 gauge of wire used,
- 5.8.1.3 load coil and/or bridge tap presence,
- 5.8.1.4 transmission media type used to deliver the Loop to the central office (e.g. continuous analog copper facilities, digital Loop carrier facilities),
- 5.8.1.5 PACIFIC must also make available to AT&T any inventory of Loops that have been pre-qualified for advanced data services if such an inventory exists.

5.9. USE OF DIGITAL LOOP CARRIER SYSTEMS (DLC)

5.9.1. PACIFIC will make available to AT&T on an unbundled basis Loop facilities that use integrated digital Loop carrier (IDLC) facilities, by one of the following methods, in a manner that ensures AT&T can provide service to end-users via a UNE loop that is comparable in functionality, quality, provisioning interval and costs to the service PACIFIC provide to its end-users:

- 5.9.1.1. Provide AT&T with the unbundled Loop including the IDLC equipment, where technically feasible;
- 5.9.1.2. Convert the Loop(s) involved to qualified analog Loop facilities, where facilities exist;
- 5.9.1.3. Move the Loop(s) involved to a parallel universal digital Loop carrier facility if one exists; and
- 5.9.1.4. Allow AT&T access to sub-loop network elements, consistent with the FCC's *UNE Remand Order*.

5.10. PROVISIONING OF UNBUNDLED LOOPS

5.10.1. PACIFIC will provision unbundled loops, including DS1-capable loops, up to the end user customers' telecommunications point of

08/14/2000

entry and include, where PACIFIC owns the cable, any appropriate intra-building cable necessary in multi-tenant buildings.

5.11. LINE SHARING

At the written request of either Party, the Parties shall negotiate one or more amendments to this Agreement addressing issues relating to line sharing in connection with deployment of Advanced Services by the Parties, including without limitation:

5.11.1. ILEC Line Sharing -- Use of the high frequency portion of the loop (HFPL) by AT&T to provide Advanced Services to customers that obtain retail local voice service from PACIFIC on the same local loop, as addressed in the FCC's Third Report and Order in Docket 98-147 (Advanced Services) (released Dec. 9, 1999) and other Applicable Law.

5.11.2. If the Parties fail to reach agreement within thirty (30) days of the written request, either Party may commence an arbitration proceeding before the Commission pursuant to Section 252 of the Act. The arbitration proceeding shall be subject to Commission's Resolution ALJ-174, as amended by Resolution ALJ-178, including the time limits set forth therein.

5.12. SUBLOOPS

5.12.1 Definition. The Subloop is defined as the Subloop Network Element, as set forth in FCC Rule 51.319. Without limiting the foregoing it includes the following. Subloop elements are portions of the Loop that AT&T may access at terminals in PACIFIC's outside plant. Any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber is considered an accessible terminal for the purposes of this Agreement. AT&T may access terminals in PACIFIC's outside plant at technically feasible points including but not limited to those points:

5.12.1.1. near the customer premises, such as the pole or pedestal, the NID or the minimum point of entry to the customer premises (MPOE).

08/14/2000

- 5.12.1.2. at the feeder distribution interface (FDI), where the trunk line, or “feeder,” leading back to the central office, and the “distribution” plant, branching out to the subscribers, meet, and “interface.”
 - 5.12.1.3. at the main distribution frame in the incumbent’s central office.
- 5.12.2. A Loop may be comprised of the following sub-components:
Loop Feeder
Loop Distribution
- 5.12.2.1. AT&T may purchase from PACIFIC on an unbundled basis either of the two Loop components at the prices set forth in Attachment 8. The Loop components include Loop Feeder and Loop Distribution. PACIFIC shall provide Loop Feeder and Loop Distribution, to the extent technically feasible in response to a specific AT&T request. The Loop components shall be available to AT&T through the standard ordering process.
- 5.12.3. Loop Feeder
- 5.12.3.1 The Loop Feeder is the Network Element that will provide connectivity between a Feeder Distribution Interface (FDI) associated with Loop Distribution and a central office MDF. The feeder Network Element can be copper, coax, or fiber and the interface can be any valid level supported by the underlying media. PACIFIC shall provide AT&T access to the FDI via cross-connects, and the right to connect the Loop Feeder to the FDI in response to a specific AT&T request if technically feasible.
 - 5.12.3.2 Requirements for Loop Feeder
 - 5.12.3.2.1. If any Loop Feeder elements require power (i.e., repeaters), PACIFIC shall provide appropriate power for all active elements in the Loop Feeder. PACIFIC will provide appropriate power and battery back-up using the same engineering guidelines and practices that are in place for like PACIFIC equipment.

08/14/2000

- 5.12.3.2.2. AT&T may request PACIFIC to provide unbundled Loop feeder in an area where copper twisted pair Loop Feeder is deployed. If available, PACIFIC shall provide Loop feeder as ordered by AT&T. AT&T must have the same opportunity as PACIFIC to order either loaded or unloaded cable pairs. If AT&T does not have any unloaded cable pairs available, upon specific request, PACIFIC will provide unbundled Loop Feeder which is unfettered by any intervening equipment (e.g., filters, load coils, and range extenders). AT&T will reimburse PACIFIC for actual work performed to remove any bridge taps or load coils in accordance with the time and material rates set forth in Attachment 8.
- 5.12.3.2.3. AT&T may request that the Loop Feeder be conditioned to transport a DS1 signal.
- 5.12.3.2.4. Where available, AT&T may request unbundling of Loop Feeder that includes DS1, DS3, fiber, and other high capacity feeder loops in deployed applications in PACIFIC's network which will transport DS3 and OC-n (where n is defined in the industry standard technical reference). The requirements for such transport are set forth in industry standard technical references.

5.12.3.3. Interface Requirements

- 5.12.3.3.1. If AT&T desires access to unbundled Loop Feeder in a PACIFIC Central Office, the Loop Feeder point of termination (POT) within a PACIFIC central office will be as follows:
- 5.12.3.3.2. Copper twisted pairs shall terminate on a frame;
- 5.12.3.3.3. DS1 Loop Feeder shall terminate on a suitably equipped DSX-1 patch panel;
- 5.12.3.3.4. Fiber Optic cable shall terminate on a LGX, or equivalent, patch panel.

08/14/2000

- 5.12.3.3.5. Depending on the type of Loop Feeder equipment and facilities deployed in PACIFIC's network at the requested location, the Loop Feeder shall be provisioned in accordance with the relevant and applicable interface requirements set forth in the industry standard technical reference.

5.12.4. Loop Distribution

- 5.12.4.1. Loop Distribution is a sub-loop Network Element that is composed of two distinct component parts: Distribution Media and a Network Interface Device (NID) or Minimum Point of Entry (MPOE). Each component part is defined in detail below.
- 5.12.4.2. Distribution Media provides connectivity between the NID and the terminal block on the subscriber-side of an FDI. The FDI is a device that terminates both the Distribution Media and the Loop Feeder. The Loop and feeder facilities are cross-connected at the FDI to create a bundled Loop (i.e., a continuous transmission path between the NID and a telephone company central office MDF). The FDI in the interfaced design typically makes use of a manual cross-connection, and may be housed inside an outside plant cabinet, hut or remote terminal ("green box"), in a vault (commonly known as a controlled environment Vault – CEV), or utility room in a multi-dwelling unit.
- 5.12.4.3. The Distribution Media may be copper twisted pair, coax cable, or fiber optic cable. A combination that includes two or more of these media may also be possible.
 - 5.12.4.3.1. PACIFIC will provide Loop distribution in response to specific AT&T requests for such access.
- 5.12.4.4. Requirements for All Distribution
 - 5.12.4.4.1. Unbundled Distribution shall be capable of transmitting signals for the following services if provided (as requested by AT&T):
 - 5.12.4.4.1.1. Two-wire and four-wire analog voice grade Loops, and/or
 - 5.12.4.4.1.2. Two-wire and four-wire Loops that are conditioned to transmit the digital signals needed to provided services such as ISDN,

08/14/2000

or transmit xDSL, and DS1-level signals. If available facilities contain bridge taps or load coils, PACIFIC will remove them at AT&T's request, and AT&T will be responsible to reimburse PACIFIC for any reasonably incurred costs at either time and material or the conditioning rate set forth in Attachment 8.

- 5.12.4.4.2. PACIFIC shall support functions associated with provisioning, maintenance and testing of the unbundled Distribution Media, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which Distribution is associated at parity with what PACIFIC provides to itself.
- 5.12.4.4.3. Where technically feasible, PACIFIC shall provide performance monitoring of the Distribution Media, as well as provide necessary access for performance monitoring for Network Elements to which Distribution is associated.
- 5.12.4.4.4. PACIFIC shall provide Unbundled Distribution in conformance with the relevant and applicable requirements set forth in the industry standard technical reference.
- 5.12.4.4.5. PACIFIC shall provide AT&T with nondiscriminatory physical access to, and the right to connect to, the FDI in conjunction with unbundled Distribution.
- 5.12.4.4.6. PACIFIC shall offer unbundled Distribution together with, and separately from the NID component of Loop Distribution. Where AT&T requests such Distribution without the PACIFIC NID, AT&T will provide a suitable NID in accordance with the relevant and applicable standards listed in the industry standard technical reference.
- 5.12.4.4.7. AT&T may request that unbundled Distribution be provided as copper twisted pairs which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders). Upon AT&T's request, PACIFIC will provide unbundled copper Distribution free of bridge taps or load coils to meet AT&T's desired path if technically feasible. Where unfettered loops do not exist, AT&T, at its sole

08/14/2000

option, may request the loop distribution be conditioned and agrees to pay associated conditioning charges.

- 5.12.4.4.8. If AT&T purchases a Sub-loop at the NID, the Sub-loop will include the functionality of the NID for the Sub-loop portion purchased in accordance with ¶ 235 of the FCC's *UNE Remand Order*.

5.13 CROSS-CONNECTION

- 5.13.1. PACIFIC shall provide a cross-connect between links and AT&T's collocation arrangement using the following interfaces for the physical point of termination:
 - 5.13.1.1. 2 wire analog loop to collocation;
 - 5.13.1.2. 4 wire analog loop to collocation;
 - 5.13.1.3. 2 wire ADSL loop to collocation;
 - 5.13.1.4. 2 wire digital loop to collocation; and
 - 5.13.1.5. 4 wire digital loop to collocation (e.g. DSX1 to DSX1)
- 5.13.2. For the cross connects detailed above, AT&T agrees to pay the applicable rates set forth in Attachment 8.

5.14 IMPLEMENTATION SCHEDULE

- 5.14.1. PACIFIC shall provide the Loops described in this Section 5 as of the Effective Date of this Agreement.
- 5.14.2. Certain of PACIFIC's geographical areas are currently served solely via integrated digital loop carrier ("IDLC"). In such areas PACIFIC will make reasonable efforts to provide Links using copper facilities. Where copper facilities are not available, AT&T may submit a Bona Fide Request for facilities construction. PACIFIC at its sole option, will determine if it can construct the facilities per the Bona Fide Request process. PACIFIC shall provide AT&T with functioning unbundled Loops, using copper or UDLC, where customers must be moved from IDLC loops. Where PACIFIC provisions a Loop to AT&T using UDLC, PACIFIC shall not require AT&T to file a Bona Fide Request, since the UDLC technology already exists in PACIFIC's network.

08/14/2000

- 5.14.3 The rates for Loops are specified in Attachment 8. There will be no separate charge for the NID when AT&T purchases an unbundled loop.

5.15 SINGLE POINT OF INTERCONNECTION

- 5.15.1 Not more than sixty (60) days from receipt of a request by AT&T, the Parties shall agree upon a process by which PACIFIC shall provide a single point of interconnection pursuant to FCC Rule 51.319(a)(2)(E) in any multi-unit premises. PACIFIC shall be compensated based total element long-run incremental cost for implementing any single point of interconnection. All disputes arising under this provision, including any dispute over the definition of how a single point of interconnection should be implemented, shall be resolved according to the Alternative Dispute Resolution process set forth in Attachment 3 to this Agreement.

6. UNBUNDLED SWITCHING

- 6.1 UNBUNDLED LOCAL SWITCHING NETWORK ELEMENT (LSNE)
Unbundled Local Switching (LSNE) is defined as the local 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, vertical features and deployed switch based AIN capabilities, with routing to interoffice trunks and interoffice transport provided by PACIFIC or to designated trunks specified and purchased by AT&T in accordance with this Attachment. PACIFIC designates this service "Local Switching Network Element" (LSNE). The LSNE shall include all features, functions, and capabilities of the PACIFIC switch that are available to PACIFIC end users. In purchasing LSNE, AT&T must obtain a Line Side Port (including a telephone number and at AT&T's option, a directory listing). For access to the switching functions and vertical features provided by the switch, some designation of trunking for completion of calls, with the exception of intra-switch calls, may be required. All intra-switch calls are completed using PACIFIC's switch and no trunk designation is made for completion of such calls.
 - 6.1.1. LSNE includes switching served by remote switching modules. The switching capabilities used will be based on the line side features they support.

08/14/2000

- 6.1.2. LSNE will be capable of routing intraLATA toll and interLATA toll/international calls to AT&T's end user's prescribed carrier of choice (CIC).
- 6.1.3. Upon not less than one-hundred-eighty (180) days' written notice to AT&T, PACIFIC may elect not to provide LSNE at TELRIC prices within any territory (each, an "Exception Territory") with respect to which PACIFIC can demonstrate that, as of the date on which AT&T receives notice (the "Exception Notice Date"), PACIFIC has satisfied each of the following conditions:
 - 6.1.3.1. A territory shall constitute an "Exception Territory" if it constitutes the service area of PACIFIC offices that is both assigned to density zone 1 and is 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.
 - 6.1.3.2. In the subject area PACIFIC offers an EEL which includes whatever combination of unbundled loop, dedicated transport, and multiplexing or concentration function that AT&T requests. The EEL must be available for AT&T to order and obtain throughout the Exception Territory at forward looking, cost-based prices as specified in Attachment 8 without use restrictions of any kind, except those permitted under Section 2.3 of this Attachment, and according to applicable Performance Measures and Incentives set forth in Section 14 of the Preface (General Terms and Conditions) of this Agreement.
 - 6.1.3.3. PACIFIC may only exercise this election when the AT&T customer has four or more lines at a single physical customer location.
 - 6.1.3.4. In determining whether PACIFIC may exercise this election in any particular case, AT&T shall not be obligated to disclose retail account detail for its customers, such as customer name or address, beyond that which is otherwise required under mutually agreed implementation of industry-standard ordering provisions.

08/14/2000

- 6.1.3.5. PACIFIC shall not disrupt or discontinue pre-existing combinations or orders for 2-wire voice-grade local Loops, connected to the line-side port of the unbundled local circuit switching elements, as long as AT&T is purchasing all the elements in the combinations. PACIFIC shall honor all orders that were scheduled for installation before the date that is one-hundred-eighty (180) days after the Exception Notice Date (the "Exception Effective Date").
- 6.1.3.6. In the event that AT&T orders LSNE in an Exception Territory, PACIFIC shall reject the order promptly, informing AT&T that such rejection is based solely on PACIFIC's claim that the order was placed in an Exception Territory.
- 6.1.3.7. Nothing herein shall preclude AT&T from using its own facilities, resold services, or any other facilities, services, or serving arrangements to provide additional services and quantity to an end-user customer account with respect to which PACIFIC may exercise this election.
- 6.1.3.8. All disputes arising under these provisions shall be resolved according to the Alternative Dispute Resolution process set forth in Attachment 3.

6.2. GENERAL LSNE REQUIREMENTS

- 6.2.1. PACIFIC shall route all local calls to the appropriate trunk or lines for call origination or termination, utilizing PACIFIC's shared transport network, except as provided in Section 6.5.3 below. At AT&T's option, PACIFIC will offer customized routing for unbundled switch lines.
- 6.2.2. PACIFIC shall route all interLATA calls, including Directory assistance dialed via (FNPA) 555-1212, by AT&T Customers, to the customer's PIC'ed carrier for interLATA service. PACIFIC will route these calls using FGD signaling to the PIC'ed carrier's POP.
- 6.2.3. PACIFIC will route all intraLATA toll calls dialed by AT&T customers to the customer's PIC'ed carrier for intraLATA toll, except as provided in Section 6.5.3 below. PACIFIC will route such intraLATA calls using FGD signaling to the PIC'ed carrier.
- 6.2.4. If requested by AT&T, PACIFIC shall provide standard recorded announcements at Parity.

08/14/2000

- 6.2.5. At AT&T's request, PACIFIC shall provide, to the extent technically feasible, whatever reasonable branding AT&T directs with regard to operator services and directory assistance calls carried on PACIFIC's shared transport.
- 6.2.6. For Network Elements, PACIFIC shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as automatic call gapping, automatic congestion control, and network routing overflow in a non-discriminatory manner (e.g., PACIFIC shall not block AT&T traffic and leave its traffic unaffected or less affected).
- 6.2.7. From time to time AT&T may request that PACIFIC provide unique reports of reasonable performance data regarding a subscriber line, traffic characteristics, or other reasonable elements. To the extent that such reports differ from reports that PACIFIC has available for itself, AT&T shall pay the charges for such reports on an ICB basis. When PACIFIC provides, upon AT&T's request, reports that PACIFIC has available for itself, AT&T shall compensate PACIFIC for any reproduction and delivery costs.
- 6.2.8. PACIFIC shall assign each AT&T subscriber line an unbundled switching class of service. AT&T may request and PACIFIC will provide call blocking options (e.g., 900, 976) at parity.
- 6.2.9. Customized Routing under Options B and C for UNEs and under Option B (ROAR) in connection with Resale Services
 - 6.2.9.1. When AT&T orders LSNE Options B or C, or ROAR, PACIFIC shall route IntraLATA OS traffic over trunk groups specified by AT&T using standard Operator Services dialing protocols of 0+ or 0-. PACIFIC will provide the functionality and features within its Local switch (LS) to route all AT&T customer dialed 0+ and 0- calls to the AT&T designated trunk groups via Modified Operator Services Signaling (MOSS). If AT&T does not order such customized routing, PACIFIC shall handle these calls on behalf of AT&T and route the calls to PACIFIC's operator platform for processing.
 - 6.2.9.2. When AT&T orders Options B or C, or ROAR, PACIFIC shall route to the AT&T Network, using customized routing, all IntraLATA Directory Assistance calls dialed via 411 or (FNPA) 555-1212 by AT&T Customers. If AT&T does not request such customized routing, PACIFIC shall handle these calls on behalf of AT&T and

08/14/2000

route the calls to PACIFIC's directory assistance platform for processing.

- 6.2.10. PACIFIC shall provide to AT&T, at AT&T's option, customized routing to AT&T of Directory Assistance calls dialed by AT&T customers in the "411" format. PACIFIC shall provide this service when AT&T is providing Local service by reselling PACIFIC's services or using unbundled Network Elements purchased from PACIFIC.
- 6.2.11. For customized routing of "411" calls from #5ESS and DMS switches, PACIFIC shall, if specified by AT&T, convert the dialed 411 service code to an AT&T – designated 900 number or, subject to a BFR, to another number designated by AT&T.
- 6.2.12. For customized routing of "411" calls from #1AESS switches, PACIFIC shall route the calls as received, without conversion of digits, to AT&T's Feature Group C MOSS trunk groups.
- 6.2.13. PACIFIC shall provide the customized routing and number conversions described above without requiring AT&T to follow the BFR procedure except as specified above.
- 6.2.14. PACIFIC shall provide to AT&T, at AT&T's option, customized routing to AT&T of IntraLATA Directory Assistance calls dialed by AT&T customers in the "foreign NPA" or "FNPA 555-1212" format. PACIFIC shall perform such FNPA 555-1212 routing to the trunk groups specified by AT&T. PACIFIC shall route IntraLATA Foreign NPA (FNPA 555-1212) Directory Assistance calls as follows:
 - 6.2.14.1. Where the customer has chosen AT&T for local service and AT&T for intraLATA toll, PACIFIC shall route the call to AT&T's network, using ROAR or Option B LSNE.

6.3. INTERFACE REQUIREMENTS

This section defines the different switch ports that PACIFIC shall provide to AT&T upon request. A Switch Port is a termination point in the end office switch.

6.3.1. Line Port

6.3.1.1. Analog Line Port/Basic Port

The Analog Line Port is a line side switch connection available in either a Loop or ground start signaling

08/14/2000

configuration used primarily for switched voice communications.

- 6.3.1.1.1. AT&T may order an Analog Line Port to be provisioned with Centrex-like features and capabilities. When AT&T orders a port to create a Centrex-like system, PACIFIC shall charge, in addition to the port charge, a system establishment charge to translate the common block and system features in the switch.
- 6.3.1.1.2. AT&T may order an Analog Line Port to be provisioned with two-way, one-way-out, and one-way-in directionality for PBX business applications.
- 6.3.1.1.3. AT&T 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.
- 6.3.1.2. ISDN Basic Rate Interface (BRI) Port
The ISDN Basic Rate Interface (BRI) port is a 2-wire line side switch connection that provides two 64 KBPS "B" (bearer) channels for circuit switched voice and/or data and one 16 APBs "D" (delta) channel for signaling.
- 6.3.2. Trunk Port
 - 6.3.2.1. Analog DID Trunk Port
The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.
 - 6.3.2.2. ISDN Primary Rate Interface (PRI) Trunk Side Port
The ISDN Primary Rate Interface (PRI) Trunk 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.
 - 6.3.2.3. DS1 Trunk Port
The DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications or a UNE dedicated trunk used for custom routing.
- 6.3.3. Additional switch ports may be developed in accordance with the BFR Process.

- 6.3.4. PACIFIC shall provide AT&T with nondiscriminatory access to any third parties to which PACIFIC is connected via interoffice trunks and interoffice transport.

6.4. TYPES OF CHARGES

- 6.4.1. Port charges are set forth in Attachment 8.
- 6.4.2. Charges for vertical features associated with LSNE are set forth in Attachment 8.
- 6.4.3. Usage sensitive (per minute of use) Local switching charges, as set forth in Attachment 8 and Attachment 18. Usage will be recorded in one-second increments. Usage seconds will be totaled for the entire monthly bill and then rounded to the next whole minute. Usage sensitive Local switching charges will be on a per minute of use basis and applied to all originating and terminating traffic, including, but not limited to Local, toll, E 911 calls, calls to time and weather announcements, etc.
- 6.4.4. Forms of Line Port Access LSNE access may occur in the following manner:
 - 6.4.4.1. LSNE Access, Cross-Connection Through Collocation: From AT&T's collocation space, AT&T may purchase an EISCC cross-connection to PACIFIC's Line Side Port to obtain access to LSNE. Cross-connect varieties are defined in Section 5.13 of this Attachment.

6.5. TYPES OF LSNE

- 6.5.1. Option A: PACIFIC-Provided Interoffice Transport and PACIFIC-Provided Operator and Directory Assistance Services. In this configuration, AT&T purchases a Line Port and receives a telephone number and directory listing, switching capacity and switch features, including deployed AIN capabilities and completion to PACIFIC's interoffice trunks for all multiple-switch Local calls, calls to operator and directory assistance services, and E-911 calls. 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+ and Local directory assistance services under this option. PACIFIC's switching will be programmed to allow routing to and from AT&T's line ports, including operator and directory assistance calls, to PACIFIC's network.
 - 6.5.1.1. Rates The charges set forth in Attachment 8 shall apply.

08/14/2000

6.5.2. 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, AT&T purchases a Line Port and receives a telephone number and a directory listing, switching capacity, switch features (including deployed AIN capabilities) and completion to PACIFIC's interoffice trunks for all multiple-switch Local calls, E-911 calls and Local calls. In this configuration, intra-switch calls are also provided through PACIFIC's switch. With the exception of trunks for custom routing of Local operator and/or directory assistance services, or both, PACIFIC will be solely responsible for design and engineering of its interoffice trunks. AT&T will be required to order separate trunks for operator services provided by itself or a third party identified by AT&T to provide such services. Transport facilities may be purchased from PACIFIC, or connected to AT&T's facilities through a collocation cage by obtaining a cross connection from PACIFIC. AT&T will be responsible for design and engineering of the operator and/or directory assistance trunks under this option, and shall also be responsible for designating the transport facilities it desires, if any, from PACIFIC and the points where these facilities shall terminate. In addition, AT&T shall be responsible for providing all operator and/or directory assistance services. PACIFIC's switch will be programmed to allow routing of Local calls to PACIFIC's shared network where AT&T requests such routing, except operator and/or directory assistance calls will be routed to the trunks designated by AT&T.

6.5.2.1 AT&T will pay the charges set forth in Attachment 8.

6.5.2.2. Non recurring switch programming charges as specified in Attachment 8.

6.5.2.3. Trunk Port Cross Connect Charge (EISCC).

6.5.2.3.1. If AT&T provides its own dedicated transport to AT&T- designated DA and/or operator platform, a cross-connection charge from the unbundled switch element to AT&T's designated collocation cage located in the same office shall apply at the rates set forth in Attachment 8.

6.5.2.3.2. There will be no cross-connect charge at the office providing unbundled switching if AT&T orders unbundled dedicated transport from

08/14/2000

PACIFIC for connection to AT&T-designated facilities. A cross-connect charge will apply at the distant end of the transport if AT&T terminates the transport to collocation space.

- 6.5.3. Option C: Customized Routing - Complex for AT&T Traffic Using Routes Designated by AT&T. This option is Customized Routing for AT&T traffic in the manner designated by AT&T, and it requires that special, customized routing programming be provided by AT&T. This option will include all of the features listed in Options A and B. However, with this Option, AT&T 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 AT&T's request, PACIFIC will custom-route intraLATA inter-switch calls on a class-of-call basis to the PACIFIC tandem serving the originating PACIFIC end office, or to an AT&T switch. Alternatively, at AT&T'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 AT&T switch, and/or to the PACIFIC end office where the dialed NPA NXX resides. In this configuration, AT&T 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 AT&T's direction, either shared or dedicated transport facilities. AT&T 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. AT&T may purchase Dedicated Transport from PACIFIC or may provide its own. Under this Option C, PACIFIC shall route AT&T's intraLATA traffic over PACIFIC's Shared Transport facilities if requested by AT&T.

- 6.5.3.1. AT&T may request that dedicated trunk groups established with a LSNE Option C custom routing configuration overflow to PACIFIC shared or common transport. AT&T dedicated transport that will overflow to PACIFIC's network must be ordered by AT&T as high usage. PACIFIC will be solely responsible for determining the overflow trunk group within PACIFIC's network.
- 6.5.3.2. Rates: AT&T shall pay ICB charges as mutually agreed by the Parties.
- 6.5.3.3. PACIFIC shall provide a cross-connect between switching ports and AT&T's collocation arrangement using the following interfaces for the physical point of termination:
 - 6.5.3.3.1. Analog line port to collocation;
 - 6.5.3.3.2. ISDN Basic Rate Interface (BRI) line port to collocation
 - 6.5.3.3.3. ISDN Primary Rate Interface (PRI) trunk port to collocation
 - 6.5.3.3.4. Analog DID Trunk Port to collocation; and
 - 6.5.3.3.5. DS1 Trunk Port to collocation.
- 6.5.4. For the cross connects detailed above, AT&T agrees to pay the applicable rates set forth in Attachment 8.

6.6. IMPLEMENTATION SCHEDULE

- 6.6.1. Option A is currently available for ordering by AT&T. PACIFIC will deploy Option A within ten (10) business days after AT&T's order for a particular switch, with 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.
- 6.6.2. PACIFIC will implement a valid Option B, Option C, or ROAR custom routing footprint order for an individual switch according to the following schedule:
 - 6.6.2.1. 1-48 trunks 38 Business Days
 - 6.6.2.2. 49-96 trunks 40 Business Days
 - 6.6.2.3. 97-144 trunks 42 Business Days

08/14/2000

- 6.6.2.4. 145-193 trunks 48 Business Days
- 6.6.2.5. 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.

6.7. TANDEM SWITCHING

6.7.1. General Description and Specifications of the Unbundled Element. PACIFIC will provide, subject to the terms and conditions specified herein, the following unbundled Tandem Switching:

- 6.7.1.1. 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 CLEC to a PACIFIC End Office, another LEC, Wireless Service Provider, or another switch, using the normal routing established in PACIFIC's tandem.
- 6.7.1.2. When AT&T uses PACIFIC's LSNE (except where AT&T requests Dedicated Transport using Options B or C), use of the tandem is included in the shared transport charges set forth in Attachment 8.

6.8 TECHNICAL REQUIREMENTS FOR TANDEM SWITCHING

- 6.8.1. 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:
 - 6.8.1.1. Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features (this requires a BFR for any AIN functionality beyond the "Local Number Portability" (LNP) function);

08/14/2000

- 6.8.1.2. Tandem Switching shall provide connectivity to Operator Systems as mutually agreed by the parties to AT&T operator-to-LEC operator connections for BLV;
- 6.8.1.3. Tandem Switching shall provide access to Toll Free number portability database as described in 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;
- 6.8.1.4. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

6.8.2. PACIFIC shall maintain AT&T's trunks and interconnections associated with Tandem Switching at parity to its own trunks and interconnections.

6.8.3. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control or any other network management control, as agreed to by both Parties subsequent to this Agreement in meetings between AT&T's and Pacific's Network Management groups. Congestion control provided or imposed on AT&T traffic shall be at parity with controls being provided or imposed on PACIFIC traffic (e.g., PACIFIC shall not block AT&T traffic and leave its traffic unaffected or less affected).

6.9. IMPLEMENTATION SCHEDULE

6.9.1. Tandem Switching as described herein will be available as of the Effective Date of this Agreement.

6.9.2. Tandem Switching Rate: AT&T agrees to pay the rates for Tandem Switching as set forth in Attachment 8.

6.10. PACKET SWITCHING

6.10.1 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:

- 6.10.1.1 the ability to terminate copper customer loops (which include both a low-band voice channel and a high-band

08/14/2000

- data channel, or solely a data channel);
- 6.10.1.2. the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
 - 6.10.1.3. the ability to extract data units from the data channels on the loops, and
 - 6.10.1.4. the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 6.10.2. 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") only where each of the following conditions are satisfied:
- 6.10.2.1. 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 AT&T from obtaining a continuous copper facility between the retail customer's premises and PACIFIC's central office; and
 - 6.10.2.2. PACIFIC cannot make a continuous copper loop available for use by AT&T capable of supporting the xDSL services AT&T seeks to offer; and
 - 6.10.2.3. PACIFIC has not permitted AT&T, within thirty (30) days of an AT&T request, to collocate for the purposes of deploying necessary electronics. In addition, PACIFIC does not allow AT&T to interface with the copper plant serving the customer's premises and, at AT&T's option, to interconnect within PACIFIC loop distribution facilities prior to its termination on PACIFIC's MDF; and
 - 6.10.2.4. PACIFIC has deployed packet switching capability for the purpose of providing retail service or supporting retail service to a customer within such Serving Area. In the case of an affiliated entity, this section shall apply only when the affiliated entity deploys packet switching capability using equipment or facilities constituting

08/14/2000

unbundled network elements under 47 U.S.C. § 251(c)(3) that were transferred to the affiliate from PACIFIC, in which case the affiliate shall comply with applicable FCC unbundling obligations with respect to the equipment or facilities so acquired.

- 6.10.3 Where PACIFIC is required to provide Packet Switching to AT&T, PACIFIC shall provide interconnection at any technically feasible point selected by AT&T.
- 6.10.4. PACIFIC shall have the burden of demonstrating that one or more of the conditions set forth in Section 6.10.2 do not apply in such Serving Area. Packet Switching functionality provided pursuant to this Section 6.10 in combination with unbundled Loops that were installed prior to the date on which PACIFIC is able to make such a showing shall not be disrupted or disconnected by PACIFIC, and shall continue to be provided until such time as AT&T issues an order to disconnect the Network Elements.
- 6.10.5. All disputes arising under these provisions shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Attachment 3 to this Agreement.

7. UNBUNDLED INTEROFFICE TRANSMISSION FACILITIES (TRANSPORT)

7.1 UNBUNDLED DEDICATED TRANSPORT

- 7.1.1. General Description and Specifications of the Network Element. PACIFIC will make available, subject to the terms and conditions specified herein, the following unbundled transport facilities:
- 7.1.2. Dedicated Transport is an interoffice transmission path, dedicated to AT&T, that provides telecommunications between the following end points designated by AT&T. Dedicated transport is provided between two wire centers or switches owned by PACIFIC or between a wire center or switch owned by PACIFIC and an AT&T owned or provided switch or via cross-connect to a collocation arrangement, pursuant to the charges set forth in Attachment 8.
 - 7.1.2.1. Entrance Facilities in Connection with Dedicated Transport. PACIFIC will make available connections between PACIFIC's Wire Center that serves an AT&T switch and the AT&T owned or provided switch, pursuant to the charges set forth in Attachment 8, upon request of AT&T.

08/14/2000

- 7.1.2.2. Inter-office transport in Connection with Dedicated Transport. PACIFIC will make available connections between two PACIFIC wire centers or switches, pursuant to the inter-office transport fixed and variable charges set forth in Attachment 8, upon request of AT&T.
- 7.1.2.3. Multiplexing in Connection with Dedicated Transport. PACIFIC will make available multiplexing as an option in conjunction with dedicated transport. Multiplexing converts a circuit from higher to lower bandwidth, or from digital to voice grade.
- 7.1.2.4. PACIFIC shall offer Dedicated Transport in each of the following ways:
 - 7.1.2.4.1. As capacity on a high capacity system (e.g., a DS-1, DS-3, or OC-x facility component of a higher capacity system);
 - 7.1.2.4.2. As a circuit (e.g., DS1, DS3, ,OC-3) dedicated to AT&T;
- 7.1.2.5. 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.

7.2. TECHNICAL REQUIREMENTS

This Section sets forth the technical requirements for all Dedicated Transport.

- 7.2.1. PACIFIC shall offer Dedicated Transport in all documented bandwidth interfaces used within PACIFIC's network including, but not limited to, DS1 and DS3 transport systems, SONET interfaces including OC-3, OC-12, and where PACIFIC has deployed fiber, OC-48 or higher served by a higher capacity system. PACIFIC is not required to construct new point-to-point facilities to meet AT&T's request for OC-48 or higher capacity transport. However, where Pacific has deployed fiber between

08/14/2000

- two points, Pacific shall provide the capacity requested by AT&T by upgrading the electronics.
- 7.2.2. For DS1 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable industry standard technical reference.
 - 7.2.3. For DS3 circuits, and higher rate circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable industry standard technical reference.
 - 7.2.4. PACIFIC shall provide to AT&T protection and restoration of equipment and interfaces at parity with levels PACIFIC maintains for its own transport facilities.
 - 7.2.5. PACIFIC shall comply with Telcordia and industry standards to the extent implemented in PACIFIC's transport network.
 - 7.2.6. PACIFIC shall provide to AT&T redundant power supply or battery back-up to the extent implemented in PACIFIC's transport network.
 - 7.2.7. PACIFIC shall provide to AT&T provisioning and maintenance for Dedicated Transport performed to the same extent such provisioning and maintenance are performed on PACIFIC's own transport network.
 - 7.2.8. 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.
 - 7.2.8.1. Where AT&T requests physical diversity, PACIFIC shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by AT&T). PACIFIC shall take appropriate steps to assure physical diversity continues to be provided for the duration of the period that AT&T employs the unbundled Network Element or until such time that AT&T notifies PACIFIC that physical diversity is no longer required. PACIFIC will provide physical diversity to AT&T without requiring AT&T to

08/14/2000

use the BFR process. If physical diversity is required to make a UNE function as specified, PACIFIC will provide it at no charge. If AT&T wishes to order physical diversity under other circumstances, AT&T shall place an order under PACIFIC's applicable tariff.

- 7.2.9. PACIFIC shall offer the following interface transmission rates for Dedicated Transport:
 - 7.2.9.1. DS1 (Extended SuperFrame - ESF, D4 shall be provided);
DS3 (C-bit Parity, M13 shall be provided).
- 7.2.10 Provisioning and maintenance performed to the same extent such provisioning and maintenance is performed on PACIFIC's own transport network.
- 7.2.11. Where deployed, PACIFIC will make available to AT&T 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.
 - 7.2.11.1. Transmission Levels. Where deployed, PACIFIC will make dedicated transport available at the following speeds: DS1, DS3, and commercially available Optical Carrier levels (e.g., OC-3/12/48) or higher if available on a higher capacity system.
 - 7.2.11.2. PACIFIC shall provide a cross-connect between Dedicated Transport and AT&T's collocation arrangement using the following interfaces for the physical point of termination:
 - 7.2.11.2.1. DSX1 for DS1s;
 - 7.2.11.2.2. DSX3 for DS3s; and
 - 7.2.11.2.3. LGX for optical signals (e.g., OC-3 and OC-12).

For the cross connects detailed above, AT&T agrees to pay the applicable rates set forth in Attachment 8.

- 7.2.11.3. PACIFIC will provide SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and

08/14/2000

physical interfaces per ANSI T1.106.06 (including referenced interfaces).

- 7.2.11.4. 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.

7.2.12. Use of Digital Cross-Connect System (DCS)

- 7.2.12.1. PACIFIC will make available the use of DCS equipment as optional ancillary equipment in conjunction with unbundled transport, at AT&T's option, based on the rates, terms and conditions referenced in PACIFIC's Cal.P.U.C. 175T tariff.
- 7.2.12.2. AT&T may order DCS using standard ASR ordering procedures.

7.3. COMMON TRANSPORT

- 7.3.1. PACIFIC will provide Common Transport to AT&T when AT&T orders LSNE. Common transport will be available between PACIFIC End Office switch ports and PACIFIC's Tandem Switches.

7.4. SHARED INTEROFFICE TRANSPORT

7.4.1. Definition

- 7.4.1.1. 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 AT&T's intraLATA traffic over PACIFIC's Shared Transport facilities if requested by

AT&T in connection with LSNE option "C" under Section 6.5.3 above.

7.4.2. Technical Requirements

- 7.4.2.1. Shared Transport provided on DS1 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the applicable industry standard technical references.
- 7.4.2.2. Shared Transport provided on DS3 circuits and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the applicable industry standard technical references.
- 7.4.2.3. PACIFIC shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.
- 7.4.2.4. At a minimum, Shared Transport shall meet the requirements set forth in the applicable industry standard technical references.

7.5. IMPLEMENTATION SCHEDULE

- 7.5.1. Unbundled dedicated, shared, and common transport will be available as of the effective date of this Agreement.

7.6. RATES

- 7.6.1. AT&T agrees to pay the transport rates specified in Attachment 8.
- 7.6.2. Use of the tandem is included in the Shared Interoffice Transport charges set forth in Attachment 8.

8. UNUSED TRANSMISSION MEDIA

8.1. DEFINITION

- 8.1.1. 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

08/14/2000

Fiber, one type of unused transmission media, is unused strands of optical fiber. Dark Fiber also includes strands of optical fiber existing in aerial or underground cables which may have lightwave repeater (regenerator or optical amplifier) equipment inter-spliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

8.2 REQUIREMENTS

- 8.2.1 PACIFIC shall offer all Unused Transmission Media to AT&T as an unbundled element in accordance with the prices set forth in Attachment 8.
- 8.2.2 PACIFIC shall provide a single point of contact (SPOC) for negotiating all Unused Transmission Media lease agreements.
- 8.2.3 PACIFIC shall provide Unused Transmission Media in working order.
- 8.2.4 PACIFIC shall provide to AT&T 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 field based answer, after receiving a request from AT&T ("Request"). Within such time period, PACIFIC shall send to AT&T 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 AT&T's use and may not allow any other party to use such media, including PACIFIC.
- 8.2.5 PACIFIC shall make Unused Transmission Media available to AT&T within twenty (20) business days after it receives written confirmation from AT&T that the Unused Transmission Media previously deemed available by PACIFIC is wanted for use by AT&T. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable AT&T to connect or splice AT&T provided transmission media (e.g., optical fiber) or equipment to the Unused Transmission Media.

08/14/2000

8.2.6 PACIFIC shall include forecasted AT&T requirements in the design and expansion of its network and capacity to accommodate requests under this Section 8.

8.3 REQUIREMENTS SPECIFIC TO DARK FIBER

8.3.1 Dark Fiber shall meet the manufacturers' design specifications.

8.3.2 AT&T may test Dark Fiber leased from PACIFIC using AT&T or AT&T 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.

8.3.3 Pricing

8.3.3.1 When AT&T submits an inquiry for dark fiber or orders dark fiber, AT&T will pay the appropriate rates for dark fiber inquiry, dark fiber and dark fiber cross connect to collocation as set forth in Attachment 8.

9. SIGNALING AND DATABASES

9.1. SIGNALING NETWORKS

See Attachment 18 (Interconnection) of this Agreement for additional terms and conditions relating to Signaling.

9.1.1. 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 Transfer Points (STPs).

9.1.2. Form of Access and General Terms and Conditions

9.1.2.1. The Parties will interconnect their networks using SS7 signaling protocol as defined in Telcordia Technical Reference GR-905-CORE and GR-317 and GR-394 for ISDN User Part (ISUP) for trunk signaling.

08/14/2000

- 9.1.2.2. AT&T may establish CCS interconnections with PACIFIC either directly or through a third party. CCS interconnection, whether direct or by third party, shall be pursuant to the PACIFIC Bell/Nevada Bell CCS network interface specification document PUB L-780023-PB/NB and GR-905-CORE. The Parties will cooperate in the exchange of ISUP and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.
- 9.1.2.3. PACIFIC's current CCS/SS7 Interconnect questionnaire will be revised to facilitate the exchange of routing and network architecture information between the Parties to provision unbundled signaling links and STP access. The Parties shall mutually exchange all SS7 signaling parameters, including Calling Party Number (CPN), and procedures that are implemented within its SS7 networks as identified in the CCS/SS7 Interconnect questionnaire provided by PACIFIC's AT&T account team or other mutually agreed process. All privacy indicators of the Parties will be honored. Also, AT&T will provide its SS7 network node, address information and identify the SS7 services it requests using the SS7 questionnaire.
- 9.1.2.4. PACIFIC will make available to AT&T PACIFIC's signaling links and access to PACIFIC's STPs, or access to PACIFIC's STPs with AT&T-provided signaling links, to provide the capability to support call set-up and to support CCS-based features. PACIFIC will provide signaling links at 56 KBPS, or at 1.5 MBPS, if available.
- 9.1.2.5. PACIFIC will provide AT&T with access through PACIFIC's STPs to the following elements connected to PACIFIC's SS7 network: (1) PACIFIC's SS7-capable End Offices and Access Tandem Switches; (2) third-party CLEC switches and third-party CLEC STPs, if the third-party CLEC and PACIFIC have, respectively, SSP to STP or STP-to-STP interconnection. PACIFIC will provide CLEC signaling links and/or access to PACIFIC's STPs for signaling between CLECs' switches or between AT&T and third-party switches (including unbundled switching elements) when AT&T's and/or the third-party's switches are interconnected to PACIFIC's SS7 signaling network.

08/14/2000

- 9.1.2.6. PACIFIC shall provide nondiscriminatory access to switching service point (SSP) capabilities and signaling software to interconnect the signaling links destined to PACIFIC STPs. In the event that PACIFIC provides LSNE out of an end office switch without SS7 capability, and AT&T uses PACIFIC unbundled Shared Transport with PACIFIC's unbundled LSNE, PACIFIC shall provide AT&T with the same signaling capabilities that PACIFIC provides its End Users.
- 9.1.2.7. At AT&T's option, AT&T may connect its switches to PACIFIC's STPs by means of "A" link access and may connect AT&T STPs to PACIFIC's STPs by means of "D" link access. PACIFIC will designate the STP pair for interconnection, and AT&T will then designate the Signaling Point of Interconnection ("SPOI") within the STP pair.
- 9.1.2.8. All "A" links provided by PACIFIC or AT&T will consist of two link sets, and "D" links will consist of four link sets.
- 9.1.2.9. Upon AT&T's request, PACIFIC will interconnect AT&T's SS7 links to PACIFIC's STPs in the same manner that PACIFIC connects its links to its own STPs. When AT&T connects its links to PACIFIC's STP, a Port charge will apply as specified in Attachment 8.
- 9.1.2.10. PACIFIC will provide to AT&T all the signaling link functions and all the Signaling Connection Control Point ("SCCP") functions that are deployed in PACIFIC's SS7 network.
- 9.1.2.11. PACIFIC will notify AT&T promptly of changes to ordering and provisioning procedures for obtaining unbundled signaling links and/or STP access.
- 9.1.3. Rates. SS7 STP interconnection rates are available in Attachment 8.
 - 9.1.3.1. Implementation will include testing consistent with industry standards. Testing of SS7 interconnection shall include completion of all tests described in PACIFIC's CCS Network Interconnection Testing documents and defined by the Inter-network Interoperability Test Plan (IITP). These tests shall serve as the minimum amount of testing required ensuring successful signaling network interconnecting.

08/14/2000

9.2. CALL-RELATED DATABASES

9.2.1. Toll Free Service Database

9.2.1.1. General Description and Specifications of the unbundled Network Element. PACIFIC will provide access to its Toll Free database if AT&T requests such access from PACIFIC as described below.

9.2.1.2. Form of Access

9.2.1.2.1. AT&T's query access to PACIFIC's toll free service database will be via interconnection at PACIFIC's Regional or Local STPs consistent with Attachment 18.

9.2.1.3. Rates

AT&T agrees to pay the toll free service database query rate(s) as specified in Attachment 8.

9.3. LINE INFORMATION DATABASES ("LIDB")

9.3.1. General Description and Specifications of the Unbundled Element

9.3.1.1. LIDB Service provides AT&T access to PACIFIC's LIDB using the LIDB Service Applications. LIDB Service Applications provide access to LIDB data or LIDB service processing using defined query types. Such access provides AT&T with information that AT&T can use to facilitate completion of calls or services.

9.3.1.2. PACIFIC will provide AT&T with access to PACIFIC's LIDB for the following LIDB service applications:

9.3.1.2.1. CNAM Query

9.3.1.2.2. Originating Line Number Screening (OLNS) Query

9.3.1.2.3. Validation Query

9.3.1.2.4. PACIFIC will provide AT&T with access to PACIFIC's LIDB for any new query type based on mutually acceptable rates, terms, and conditions.

08/14/2000

- 9.3.1.3. All AT&T Validation Queries and OLNS Queries to PACIFIC's LIDB shall use a translation type of 002 and 253 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties.
- 9.3.1.4. All AT&T CNAM Queries to PACIFIC's LIDB 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.
- 9.3.1.5. AT&T will send Queries to PACIFIC that conform to the ANSI approved standards for SS7 protocol or as otherwise agreed to between the parties.
- 9.3.1.6. Pacific will send Responses to AT&T that conform to the ANSI approved standards for SS7 protocol and pursuant to the specification documents identified in GR-905-CORE, and PACIFIC publication PUBL 780023 PB/NB or as otherwise agreed to between the parties.
- 9.3.1.7. Each Party reserves the right to modify its LIDB network pursuant to other specifications standards, which may include Telcordia Specifications defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced a minimum of one hundred eighty (180) days in advance of implementation through industry standard procedures. Each Party will work cooperatively to coordinate any necessary changes.
- 9.3.1.8. 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 or AT&T's CCS/SS7 network. Each Party, using its sole discretion, shall employ certain automatic and/or manual overload controls within PACIFIC's or AT&T's CCS/SS7 network to guard against these detrimental effects. PACIFIC will report to AT&T any instances where overload controls are invoked due to AT&T's CCS/SS7 network and AT&T agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation. AT&T will report to PACIFIC any instances where overload controls are invoked due to PACIFIC's CCS/SS7 network and PACIFIC agrees in such cases to take

08/14/2000

immediate corrective actions as are necessary to cure the conditions causing the overload situation.

9.3.2. Form of Access

- 9.3.2.1. Prior to PACIFIC initiating a new LIDB service application and until such time that PACIFIC has capacity, AT&T 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 AT&T, PACIFIC shall notify AT&T of PACIFIC's inability to provide the LIDB Service(s) until additional capacity is added. PACIFIC will work diligently to provide this service to AT&T as soon as reasonably possible and shall have no liability to AT&T for any delays in providing this service.
- 9.3.2.2. AT&T will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year or as otherwise agreed to between the parties.
- 9.3.2.3. PACIFIC will perform initial testing of LIDB Service in conjunction with CCS/SS7 Interconnection Service as outlined in Telcordia Technical References GR-954-CORE, GR-905-CORE, and TP 76638.
- 9.3.2.4. PACIFIC supports the performance standards as defined in Section 7 of GR-905-CORE. The overall end-to-end CCS/SS7 network objective is less than ten minutes unavailability per year from any Signal Point (SP) to any other SP. The performance objective for any single SP, including a SCP, is less than three minutes unavailability per year. The combined link set from the SCP to the STP has a performance objective of less than two minutes unavailability per year.
- 9.3.2.5. PACIFIC's Service System downtime will be less than twelve hours per year. The response time objective for a Query, from switch transmission to reception shall not exceed one second for ninety-nine percent (99%) of all Queries.
- 9.3.2.6. All access by AT&T to PACIFIC's LIDB will occur through PACIFIC's regional STP as designated by PACIFIC.

08/14/2000

- 9.3.2.7. Other telecommunications companies, including AT&T, may store their data in PACIFIC's LIDB. PACIFIC will request that such Data Owning companies store every working line number and Special Billing Number served by that company for which the NPA-NXX or NXX-0/1XX is supported by PACIFIC's LIDB or as otherwise agreed to between the parties.
- 9.3.2.8. Access to PACIFIC's LIDB may not provide AT&T with access to all of the data of all Data Owners in PACIFIC's LIDB. When PACIFIC implements Data Screening by Data Owner, certain Data Owners may choose to limit or restrict AT&T from accessing their data. PACIFIC will comply with Data Owners' requests to so limit or restrict their data. Should AT&T desire access to any restricted Data Owner's LIDB Information, such negotiations will be between AT&T and said Data Owner.
- 9.3.2.9. PACIFIC will update its LIDB information; e.g., add, delete, and modify customer accounts as customers move, become delinquent on their account, or order new service, on a daily basis. PACIFIC will request other Data Owners to provide such updates in like time.
- 9.3.2.10. AT&T will resolve Line Record accuracy and completeness disputes with the Data Owners.
- 9.3.2.11. PACIFIC's LIDB Service will provide the following functions on a per query basis:
 - 9.3.2.11.1. CNAM Query: Retrieval of the name associated with a calling number
 - 9.3.2.11.2. OLNS Queries: Identification of the originating screening requirements for call processing and billing that are associated with an originating line.
 - 9.3.2.11.3. Validation Query: Validation of a telecommunications calling card account number stored in LIDB;
 - 9.3.2.11.4. Determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and

08/14/2000

9.3.2.11.5. Determination of billed line as a public or non-working telephone number.

9.3.2.12 Pacific will provide LIDB service under this Agreement when the end user has selected AT&T as its local service provider and PACIFIC is the incumbent LEC.

9.3.3. Calling Name Database (CNAM)

9.3.3.1. The Calling Name (CNAM) database provides the name associated with the Calling Party Number received during call setup by the terminating Local switch. The database responds to a query from the switch when the called party subscribes to this service. This Section supplements the requirements of Sections 9.3.1 and 9.3.2. PACIFIC shall provide the CNAM database in accordance with the following:

9.3.3.2. CNAM General Terms & Conditions

9.3.3.2.1. PACIFIC shall make PACIFIC's CNAM database available for AT&T to query from AT&T's designated switch, including the LSNE, with a calling party number.

9.3.3.2.2. The CNAM database shall return the calling party name, where available, corresponding to the calling party number, as it would in response to a query from a PACIFIC switch in accordance with Telcordia GR-1188-CORE.

9.3.3.2.3. Implementation Schedule Query access to CNAM is currently available for ordering by AT&T.

9.3.3.2.4. AT&T agrees to pay the CNAM rate as specified in Attachment 8.

9.3.4. PRICE AND PAYMENT

9.3.4.1. AT&T will pay PACIFIC a per-Query rate for each Query initiated into PACIFIC's LIDB. AT&T will also pay PACIFIC a per-Query Transport Rate for Validation and OLNS Query initiated into PACIFIC's LIDB. These rates are set forth in Attachment 8.

08/14/2000

- 9.3.4.2. AT&T will pay a Nonrecurring Charge for each point code AT&T requests to activate, change, rearrange, or modify for its LIDB Service. This nonrecurring charge applies per point code and is set forth in Attachment 8.
- 9.3.4.3. PACIFIC will waive the Nonrecurring Charges associated with AT&T's initial establishment of CNAM Query subject to AT&T signing a 12 month term agreement with PACIFIC. In the event AT&T discontinues services within the 12 month period, AT&T shall pay an early termination charge in the amount of two months' usage at the rates set forth in Attachment 8. Nonrecurring Charges for CNAM Query will apply to all requests for point code activity subsequent to the initial order for service.
- 9.3.4.4. AT&T will pay the rates set forth in Attachment 8.
- 9.3.4.5. Except as set forth in Sections 9.3.4.6 to 9.3.4.8, PACIFIC will record usage information for AT&T's LIDB Service Queries terminating to PACIFIC's LIDB. PACIFIC will use its SCPs as the source of usage data. PACIFIC will aggregate usage by the point code of the Query-originating SSP for each LIDB Service Application.
- 9.3.4.6. Until such time as PACIFIC has the usage recording ability set forth in Section 9.3.4.5 above, PACIFIC will use a factor to bill AT&T for both AT&T's Query-originating carrier customers' access to PACIFIC's Calling Name Database and LIDB for OLNS Queries.
- 9.3.4.7. PACIFIC will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by AT&T. PACIFIC will provide AT&T with 30 days notice of such audit and audit such documents no more than once every 12 months.
- 9.3.4.8. While the provisions in Section 9.3.4.6 are in effect, AT&T agrees that PACIFIC will bill AT&T for all CNAM Queries and/or OLNS Queries AT&T originates or transports to PACIFIC's network. AT&T will recover from its Query-originating carrier customers (if any) any charges associated with their access to PACIFIC's Calling Name Database or PACIFIC's LIDB for OLNS Queries, including such charges from PACIFIC. AT&T agrees that it will not bill its Query-originating carrier customers for any usage that AT&T has

08/14/2000

not reported to PACIFIC for billing. Once PACIFIC has the ability set forth in Section 9.3.4.5 above, PACIFIC and AT&T will jointly determine which, if any, of AT&T Query-originating carrier customers will be direct-billed from PACIFIC.

9.3.4.9. When AT&T uses a single OPC to originate Queries to PACIFIC's LIDB, neither Party can identify to the other, at the time the Query and/or Response takes place, whether the Queries support AT&T's CLEC operations or other uses of AT&T's service platforms. Therefore, AT&T will designate separately or otherwise distinguish those OPCs that originate Queries supporting AT&T's CLEC operations within PACIFIC's incumbent serving areas from those point codes that originate Queries supporting other aspects of AT&T's business.

9.3.4.10. AT&T understands and agrees that networks (including PACIFIC's network) or network elements that receive Queries cannot always distinguish AT&T's Queries from PACIFIC's Queries. AT&T understands and agrees that this occurs when AT&T's Queries use either unbundled Network Elements (UNEs) or other service configurations, that allow such Queries to launch from a PACIFIC service platform. In the event AT&T is using PACIFIC's switch, no charge is made for any CNAM query in addition to the applicable Local switching charges until such time that CNAM query can identify AT&T as the query originator.

9.3.5. OWNERSHIP OF INFORMATION

9.3.5.1. When AT&T deposits information in PACIFIC's LIDB, AT&T shall retain full and complete ownership and control over such information. AT&T obtains no ownership interest in any data beyond that which it deposits in PACIFIC's LIDB by virtue of this Attachment.

9.3.5.2. Unless expressly authorized in writing by the Parties, AT&T will only use LIDB Service for the service applications described above. AT&T may not store for future use any non-AT&T data that AT&T accesses from PACIFIC's LIDB. PACIFIC agrees that AT&T 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 AT&T facilities usage needs, and for engineering, capacity, and network planning. AT&T agrees that PACIFIC may

08/14/2000

utilize statistics for the same purposes. AT&T may aggregate individual LIDB statistics regarding the number of AT&T LIDB Queries and similar type of information during a specified time period, such as a month or a year. AT&T will only publish such statistics in aggregate form and will ensure that the name of PACIFIC is redacted and cannot reasonably be identified from the published materials.

- 9.3.5.3. The following LIDB information is hereby designated confidential and proprietary within the meaning of Section 21 of this Agreement: customer-specific information residing in PACIFIC's LIDB, including but not limited to:
 - 9.3.5.3.1. Customer-specific information related to Alternate Billing Service (ABS)
 - 9.3.5.3.2. Billed (Line/Regional Accounting Office (RAO)) Number
 - 9.3.5.3.3. PIN Number(s)
 - 9.3.5.3.4. Billed Number Screening (BNS) indicators
 - 9.3.5.3.5. Class of Service (also referred to as Service or Equipment)
 - 9.3.5.3.6. Reports on LIDB usage
 - 9.3.5.3.7. Information related to billing for LIDB usage
 - 9.3.5.3.8. LIDB usage statistics.
- 9.3.5.4. Nothing in the above paragraphs shall restrict AT&T's use or storage of data AT&T creates or acquires wholly independently of AT&T's use of PACIFIC's LIDB.
- 9.3.5.5. If AT&T acts on behalf of other carriers, AT&T will notify its Query-originating carrier customers that information they receive in a Response from PACIFIC's LIDB is confidential and proprietary and not to be used for marketing purposes or disclosed to third parties.
- 9.3.5.6. PACIFIC will share end-user information; pertinent to fraud investigation with AT&T when Validation Service Queries for the specific End User reach PACIFIC's established fraud

08/14/2000

threshold level. PACIFIC will apply this fraud threshold level uniformly to all end-user information in PACIFIC's LIDB.

9.3.6. Limitation of Liability

- 9.3.6.1. Calling name information provided to AT&T or to AT&T's query originating carrier customers hereunder shall be provided "as is". 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. PACIFIC is not liable for inaccuracies or incompleteness of calling name information except such inaccuracies caused by PACIFIC's willful misconduct or gross negligence. Notwithstanding the foregoing, PACIFIC will give AT&T access to the same pacific calling name database that PACIFIC accesses for its own queries.
- 9.3.6.2. PACIFIC is not liable for inaccuracies in Line Record information provided to AT&T or to AT&T's Query originating carrier customers except such inaccuracies caused by PACIFIC's willful misconduct or gross negligence.
- 9.3.6.3. PACIFIC advises that its 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. PACIFIC further advises that certain Local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. AT&T and PACIFIC will comply with any applicable laws and regulations to end user privacy. Each will indemnify each other for third party claims arising from a violation of such regulations. PACIFIC shall not be responsible for a claim based on the abbreviation or truncation of Calling Name Information.

9.3.7. COMMUNICATION AND NOTICES

08/14/2000

9.3.7.1. Ordering and billing inquiries for the services described herein from PACIFIC shall be directed to the Local Service Center (LSC). Ordering shall be done through the LSC using an Access Service Request (ASR).

9.3.8. MUTUALITY

9.3.8.1. AT&T agrees to make its Line Record Information available to PACIFIC. Should AT&T store its Line Record information in a database other than PACIFIC's, AT&T will make such information available to PACIFIC through an industry standard technical interface and on terms and conditions by a separate agreement between PACIFIC and the database provider.

9.3.8.2. PACIFIC agrees to negotiate in good faith to reach such an agreement. If PACIFIC is unable to reach agreement, chooses not to enter into an agreement, or chooses to discontinue using the services of such Database provider, such AT&T Line Record information will be unavailable to PACIFIC's service platforms (e.g., PACIFIC' Operator Service Systems, Signaling Transfer Points, and PACIFIC's switches).

9.4. SERVICE MANAGEMENT SYSTEM ("SMS")

9.4.1. SMS FOR LIDB

AT&T will use PACIFIC's LIDB for its customers only and has no current desire to purchase direct access to PACIFIC's LIDB SMS.

9.4.2. FRAUD AND SLEUTH

9.4.2.1. The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 0+ IntraLATA toll calls, ABS, and ported numbers.

9.4.2.2. PACIFIC will provide alert notification messages, at no additional charge, to AT&T on suspected occurrences of ABS-related fraud on AT&T accounts stored in PACIFIC's LIDB. PACIFIC will provide such alert messages by e-mail or another mutually agreed upon format.

08/14/2000

- 9.4.2.3. PACIFIC will use its Sleuth system to determine suspected occurrences of ABS-related fraud for AT&T using the same criteria PACIFIC uses to monitor fraud on its own accounts.
- 9.4.2.4. PACIFIC will provide Sleuth alert messages via a direct entry method, once PACIFIC has developed this functionality. PACIFIC anticipates the direct entry method to be developed by the first quarter of 2001. PACIFIC will provide Sleuth alert messages to AT&T via this method at no additional charge.
 - 9.4.2.4.1. PACIFIC advises AT&T that Sleuth alerts only potential occurrences of fraud. AT&T will, at its discretion, perform its own investigations to determine whether a fraud situation actually exists. AT&T will determine what, if any, action it should take as a result of a Sleuth alert.
- 9.4.2.5. The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day, seven (7) days per week.
- 9.4.2.6. For each alert notification that PACIFIC provides to AT&T, AT&T may request a corresponding thirty-day (30 day) historical report of ABS-related query processing for that customer. AT&T may request up to three reports per alert.
 - 9.4.2.6.1. PACIFIC will provide these ABS-related reports to AT&T at no additional charge.

9.4.3. MANNER OF PROVISIONING

- 9.4.3.1. PACIFIC will input information provided by AT&T into LIDB for the AT&T accounts administered by PACIFIC. AT&T shall provide PACIFIC with LIDB information needed by PACIFIC to completely populate a LIDB line record, consistent with ordering business rules for LIDB queries.
- 9.4.3.2. AT&T will provide LIDB records for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE) via the LSR.
- 9.4.3.3. AT&T will be responsible for all Line Records that contain AT&T's Account Owner identifiers. This information includes all data, data administration, and Line Records that AT&T

08/14/2000

creates, Line Records that PACIFIC creates on AT&T's behalf, and Line Records that are transferred to AT&T.

- 9.4.3.4. If AT&T resells the services associated with its Line Records to a third party, and those Line Records remain in PACIFIC's LIDB, AT&T will administer those records through the OSMOP interfaces.
- 9.4.3.5. Both PACIFIC and AT&T will work diligently to provide correct account information to the LIDB database. AT&T and PACIFIC will administer their respective data in such a manner that the accuracy of response information and consistency of available data are not adversely impacted by or to either Party.
- 9.4.3.6. Both PACIFIC and AT&T shall adopt and comply with industry standard operating methods and procedures and shall observe the rules and regulations that cover the administration of OSMOP service and the Sleuth System, as set forth in PACIFIC practices. These practices may change from time to time based on changes to industry guidelines.
- 9.4.3.7. PACIFIC shall be responsible for administration of the SCP on which PACIFIC's LIDB resides and any system or query processing logic that applies to all data resident on PACIFIC's LIDB. PACIFIC, in its role as system administrator, may need to access any record in LIDB, including any such records of AT&T. PACIFIC will limit such access to those actions necessary to ensure the successful operation and administration of PACIFIC's SCP and LIDB.
- 9.4.3.8. When PACIFIC allows a query originator to access PACIFIC's data in PACIFIC's LIDB, such query originators will also have access to AT&T's data that is also stored in PACIFIC's LIDB.

9.4.4. BILLING

- 9.4.4.1. If AT&T stores its validation information in PACIFIC's LIDB, AT&T will be responsible for any third party company settlements using AT&T's validation information.
- 9.4.4.2. When PACIFIC or a third party queries AT&T's data in LIDB and receives a response verifying the End User's willingness

08/14/2000

to accept charges for the service being provided, AT&T will provide for billing as follows:

- 9.4.4.2.1. AT&T will bill the appropriate charges to its End Users, on behalf of PACIFIC or a third party.
- 9.4.4.2.2. AT&T will provide to PACIFIC or the third party all necessary billing information needed by PACIFIC or the third party to bill the End User directly.
- 9.4.4.2.3. PACIFIC advises that if AT&T chooses the option set forth in 9.4.4.2.2 of this Attachment, that third parties may choose to deny services utilizing LIDB queries to AT&T's subscribers. This clause would include PACIFIC if the data exchange agreement between the parties is terminated for any reason.

9.5. ADVANCED INTELLIGENT NETWORK DATABASES ("AIN")

9.5.1. General Description and Specifications of the Unbundled Element

- 9.5.1.1. AT&T 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 AT&T 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 AT&T's own switch. PACIFIC will provide AT&T access to PACIFIC's End-Office triggers when AT&T purchases PACIFIC's LSNE and any available AIN services residing on PACIFIC's SCP or successor databases. AIN database access may not be used to access other databases.

9.5.2. Form of Access

- 9.5.2.1. AT&T'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).

9.5.3. General Terms and Conditions

08/14/2000

- 9.5.3.1. 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 AT&T traffic overloads from interfering with PACIFIC's AIN SCP operation.
- 9.5.3.2. PACIFIC will provide access to AIN call-related databases in a non-discriminatory and competitively neutral manner for use by AT&T for its own end users exclusively. Subject to the Parties' respective obligations under the law to permit resale, AT&T will not be permitted to alter such access to PACIFIC's AIN SCP for use in part or in whole by third parties.
- 9.5.3.3. AT&T 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 determined depending upon the specific nature of AT&T'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 AT&T's request.

9.5.4. SMS For AIN

9.5.4.1. General Description and Specifications of the Unbundled Element

This product will allow AT&T to update AIN service data residing in PACIFIC's AIN network for use on AT&T lines.

9.5.4.2. Form of Access

- 9.5.4.2.1. PACIFIC will provide AT&T access to PACIFIC's AIN service management system ("SMS") for the purpose of provisioning AT&T-developed AIN services residing on PACIFIC's SCP. PACIFIC will also provide AT&T access to PACIFIC's AIN SMS for the purpose of provisioning AT&T's own customer data, in which case AT&T shall have access to an unbundled PACIFIC AIN service residing on PACIFIC's AIN SCP. PACIFIC will provide, at AT&T's request, electronic access to an AIN SMS system when available.
- 9.5.4.2.2. The Parties will mutually agree to the rates for such access.

08/14/2000

9.5.4.3. Access to the Service Creation Environment ("SCE") of the AIN Database

9.5.4.3.1. General Description and Specifications of the Unbundled Element

9.5.4.3.1.1. PACIFIC will provide AT&T 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.

9.5.4.3.2. Form of Access. PACIFIC will provide to AT&T the following forms of access to SCE and any other forms of access mutually agreed upon:

9.5.4.3.2.1. Under Option 1, AT&T personnel will operate PACIFIC's SCE terminals themselves.

9.5.4.3.2.2. Under Option 2, AT&T will develop service logic using AT&T's Telcordia SPACE platform and will transfer the file to PACIFIC for testing and deployment.

9.5.5. General Terms and Conditions

Either party may initiate Alternate Dispute Resolution, pursuant to Attachment 3, to resolve disputes regarding AIN.

10. OPERATING SUPPORT SYSTEMS

The specific requirements for OSS are found in Attachment 9.

11. STANDARDS FOR NETWORK ELEMENTS

11.1. If one or more of the requirements set forth in this Agreement are in conflict, AT&T shall elect which requirement shall apply.

08/14/2000

- 11.2. Each Network Element and the interconnections between Network Elements provided by PACIFIC to AT&T shall be at least equal in the quality of design, performance, features, functions and other characteristics that PACIFIC provides to itself, its customers, and/or any affiliate. Examples of such quality include but are not limited to levels and types of redundant equipment and facilities for power, diversity and security.
- 11.3. In the event that AT&T reasonably believes that the requirements of this Attachment 6 are not being met, the Parties will meet and confer concerning such engineering, design, performance and other network data, which may be necessary to cure any engineering, design performance of implementation deficiency. In the event that such data indicates that the requirements of this Attachment 6 are not being met, PACIFIC shall cure any such deficiency as soon as possible.
- 11.4. Subject to this Agreement and its Attachments, PACIFIC agrees to work cooperatively with AT&T to provide Network Elements that will meet AT&T's needs in providing services to its customers.
- 11.5. If PACIFIC makes available to itself or any of its end user customers an expedited or priority provisioning capability for Network Elements and interconnections between Network Elements, then Pacific will make such capability available to AT&T on a non-discriminatory basis.

12. COOPERATIVE TESTING

12.1. DEFINITION

- 12.1.1. Cooperative Testing means that PACIFIC shall cooperate with AT&T upon request or as needed to
 - 12.1.1.1. ensure that the Network Elements and Ancillary Functions and additional requirements being provided to AT&T by PACIFIC are in compliance with the requirements of this Agreement, and
 - 12.1.1.2. test the overall functionality, including fault isolation, of various Network Elements and Ancillary Functions provided by PACIFIC to AT&T in combination with each other or in combination with other equipment and facilities provided by AT&T or third parties.

12.2. REQUIREMENTS

08/14/2000

- 12.2.1. AT&T and PACIFIC will continue to improve processes that resolve technical issues relating to interconnection of AT&T'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 AT&T 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 Attachment 3 of this Agreement.
- 12.2.2. PACIFIC shall provide AT&T with access for testing at any interface between a PACIFIC Network Element, Combinations and AT&T equipment or facilities. Such test access shall be sufficient to ensure that the applicable requirements can be tested by AT&T. The PACIFIC LOC shall be available seven (7) days per week, 24 hours per day.
- 12.2.3. PACIFIC shall provide engineering data as requested by AT&T for the Loop components as set forth in Section 5 above which AT&T may desire to test. The data PACIFIC provides to AT&T shall include, to the extent available to PACIFIC itself, equipment engineering and cable specifications, signaling and transmission path data. To the extent AT&T requests data exceeding that which PACIFIC has available to itself, AT&T shall pay the charges for such data on an ICB basis.
- 12.2.4. Upon AT&T's reasonable request, PACIFIC shall provide to AT&T 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 AT&T. To the extent that such data exceeds that which PACIFIC has available to itself, AT&T shall pay the charges for such information on an ICB basis.
- 12.2.5. PACIFIC shall provide to AT&T upon request, applicable test results, from PACIFIC testing activities on a Network Element or the underlying equipment providing a Network Element to AT&T. AT&T may review such testing results and may notify PACIFIC of any deficiencies that are detected.
- 12.2.6. Upon AT&T's request, PACIFIC shall provide technical staff to meet with AT&T representatives to provide required support for Cooperative Testing.

08/14/2000

- 12.2.7. 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 AT&T's prior approval.
- 12.2.8. 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 AT&T and PACIFIC.
- 12.2.9. AT&T and PACIFIC shall endeavor to complete Cooperative Testing expeditiously.
- 12.2.10. During Cooperative Testing, PACIFIC processes shall deliver and restore Network Elements to AT&T at parity with PACIFIC's comparable retail products.
- 12.2.11. PACIFIC shall participate in Cooperative Testing, for digital loops and dedicated transport, requested by AT&T whenever it is deemed necessary by AT&T to ensure service performance, reliability and customer serviceability. If testing results in no trouble found in PACIFIC's network or proves back to AT&T's network, appropriate maintenance charges will apply, as set forth in Attachment 8.
- 12.2.12. AT&T may accept or reject a digital Loop or Dedicated Transport facility ordered by AT&T if upon completion of cooperative acceptance testing (qualified for acceptance testing), the Loop or transport facility tested does not meet the requirements stated herein. For xDSL loops, the minimum requirements are continuity and line balancing.

08/14/2000

TABLE 1

Following Is A More Detailed Description of Selected Combinations That PACIFIC Shall Provide To AT&T

	<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function**</u>
1	Switched Services (Using PACIFIC UNE Switching)	2 Wire loop & Port	VG Service – POTS	<ul style="list-style-type: none"> • Assured Link 	None
2	Switched Services (Using PACIFIC UNE Switching)	2 wire loop & Port	ISDN (BRI) – POTS		None
3	Switched Services (Using PACIFIC UNE Switching)	4 wire DS-1 loop & Port	PBX service	<ul style="list-style-type: none"> • Super trunk • DID • DOD • 2way 	None
4	Switched Services (Using PACIFIC UNE Switching)	4 wire DS-1 loop & Port	PBX ISDN (PRI)		None
5	Switched Services (e.g., loops to AT&T provided switching)	2 wire loop & cross connect	LOOP to COLLO equipment		None

	<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function**</u>
6	Switched Services (e.g., loops to AT&T provided switching)	4 wire loop & cross connect	LOOP to COLLO equipment	<ul style="list-style-type: none"> • Assured Link • Digital link (ISDN/xDSL) • Copper Switched Digital link • Data Conditioning 	None
7	Switched Services (e.g., loops to AT&T provided switching)	2/4 wire loop (DS-1 or xDSL)+ high speed data Transport	High speed data service Customer Prem to AT&T CO		None
8	EEL	DS-1 Mux + high speed data Transport	<p>MUX (e.g., D-4) connected to high speed data transport facilities to AT&T CO or AT&T Collocation space, at AT&T's option</p> <p>(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)</p>	<ul style="list-style-type: none"> • The MUX channel plugins would be ordered on the loop to mux combo. 	None

	<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function**</u>
9	EEL	2/4 wire loop to existing Mux (AT&T to supply Mux CFA)	Analog loop to Mux (AT&T to provide CFA)	<ul style="list-style-type: none"> • Assured Link • Data Conditioning • Channel plugs supporting loop facilities to customer prem. 	None
10	EEL	4 wire loop to Mux (AT&T to supply Mux CFA)	Analog loop to Mux (AT&T to provide CFA)	<ul style="list-style-type: none"> • Assured Link • Data Conditioning • D4 Channel plugs supporting loop facilities to customer prem. 	None
11	Prem to Prem Service	2 wire loop + transport + 2 wire loop (transport optional)	VG service Prem to Prem	<ul style="list-style-type: none"> • Assured Link • Digital link (ISDN/xDSL) • Data Conditioning 	Analog Bridging Audio Bridging
12	Prem to Prem Service	4 wire loop + transport + 4 wire loop (transport optional)	VG service Prem to Prem	<ul style="list-style-type: none"> • Assured Link • Digital link (ISDN/xDSL) • Data Conditioning • Bridging 	Analog Bridging Audio Bridging

08/14/2000

	<u>Service</u>	<u>Combination</u>	<u>Service Description</u>	<u>Options</u>	<u>Ancillary Equipment Necessary to Make Combination Function**</u>
13	Prem to Prem Service	2 wire loop + transport + 4 wire loop (vise versa) (transport optional)	VG service Prem to Prem	<ul style="list-style-type: none"> • Assured Link • Digital link (ISDN/xDSL) • Data Conditioning 	Analog Bridging Audio Bridging
14	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		None
15	EEL	2/4 wire loop + Multiplexing + high speed data Transport (AT&T to supply Mux CFA)	The EEL allows AT&T to serve a customer by extending a customer's loop from the end office serving that customer to a different office or distant AT&T collocation arrangement, at AT&T's option.	<ul style="list-style-type: none"> • EELs may optionally be ordered in a two-part arrangement. See combinations 5a and 5b. 	None

** Note: Ancillary Equipment may not be required for every instance. PACIFIC will supply the equipment needed to make the UNE or UNE combination function in accordance with the ICA.

Appendix A

Technical References for UNEs and Combinations

<u>Network Element</u>	<u>Tech Pub Ref.</u>	<u>ANSI Std Ref.</u>
Unbundled Loops (including DSL, sub-loop)	Pub-L-780063	ANSI T1.401 -1993 Telcordia TR-NWT-000393 Telcordia TR-NWT-000054 Telcordia TR-NWT-000342 ANSI T1.403 ANSI Draft Spectrum Management Std. Telcordia TR28 ANSI T1.413- 1998
Unbundled Switching, Ports	Pub-L-780063	Telcordia GR-962-CORE
Unbundled Interoffice Transport DS1/DS3	Pub-L-780059	T1.102-1987
OC3-12	Pub-L-780046	T1.106-1988
Signaling and Databases	Pub-L-780023 TP-76550 TP 76638	Telcordia GR-246 CORE Telcordia GR-905-CORE Telcordia GR-317 Telcordia GR-394 Telecordia TR-NWT-000029 Telcordia GR-954-CORE Telcordia GR-271-CORE Telcordia GR-1100-CORE Telcordia GR-1144-CORE Telcordia GR-1147-CORE Telcordia GR-1149-CORE Telcordia TR-NWT-001155 Telcordia GR-1156-CORE Telcordia GR-1157-CORE Telcordia GR-1158-CORE Telcordia TR-NWT-001162 Telcordia GR-1173-CORE Telcordia TR-NWT-001174

08/14/2000

Network Element

Tech Pub Ref.

ANSI Std Ref.

Telcordia GR-1175-CORE
Telcordia GR-1176-CORE
Telcordia GR-1177-CORE
Telcordia TR-NWT-001188
Telcordia GR-2838-CORE
Telcordia GR-2992-CORE
Telcordia SR-3592
Telcordia GR-3697-CORE
Telcordia SR-3895
Telcordia SR-3974

08/14/2000

ATTACHMENT 7

OPERATOR SERVICES AND DIRECTORY ASSISTANCE SERVICES

08/14/2000

1. GENERAL

- 1.1. PACIFIC offers Operator Services (OS) and Directory Assistance (DA) under the terms of this Attachment when AT&T is acting as facilities-based provider or is leasing unbundled switch ports from PACIFIC. When AT&T purchases telecommunications services from PACIFIC for resale, such services shall include OS and DA provided by PACIFIC in accordance with the terms of Attachment 5.
- 1.2. PACIFIC shall provide Operator Services (OS) and Directory Assistance (DA) as defined in the *UNE Remand Order* and accompanying rules. This Attachment further describes OS and DA.
- 1.3. The terms and conditions relating to OS/DA stated in this Attachment and the prices relating to OS/DA set forth in Attachment 8 are subject to the requirements of the *UNE Remand Order* (at Sections 438-64).
- 1.4. The Parties shall mutually agree upon trunking arrangements to support PACIFIC's provision of OS and DA to AT&T.

2. OPERATOR SERVICES

2.1. Introduction

This Attachment sets forth the terms and conditions under which PACIFIC agrees to provide OS for AT&T.

2.2. Services

2.3. PACIFIC will provide the following OS:

2.3.1. Fully Automated Call Processing

- 2.3.1.1. Allows the caller to complete a call utilizing equipment without the assistance of a PACIFIC operator, hereafter called "Operator".
- 2.3.1.2. This allows the caller the option of completing calls through an automated alternate billing system (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone and failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

08/14/2000

2.3.2. Operator-Assisted Call Processing

- 2.3.2.1. Allows the caller to complete a call by receiving assistance from an Operator.

2.4. Fully Automated Call Processing

- 2.4.1. PACIFIC will support the following fully automated call types for AT&T:

- 2.4.1.1. Fully Automated Calling Card Service. This service is provided when the caller dials zero (0), plus the desired telephone number and the telecommunications calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Attachment, is one for which PACIFIC can perform billing validation.

- 2.4.1.2. Fully Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

- 2.4.1.3. PACIFIC will treat the following situations as Fully Automated Service:

- 2.4.1.3.1. When the caller identifies himself or herself as disabled.

- 2.4.1.3.2. When the caller reports trouble on the network.

- 2.4.1.3.3. When the Operator reestablishes an interrupted call.

2.5. Operator-Assisted Call Processing

- 2.5.1. PACIFIC will support the following operator-assisted call types for AT&T:

- 2.5.1.1. Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the

telecommunications calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Attachment, is one for which PACIFIC can perform billing validation.

- 2.5.1.2. Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.
- 2.5.1.3. Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 2.5.1.4. Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 2.5.1.5. Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 2.5.1.6. Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 2.5.1.7. Operator Transfer Service: a service in which the local caller requires operator assistance for

completion of a call terminating outside the originating LATA.

2.6. Call Branding And Rate Reference Requirements

2.6.1. Requirements

2.6.1.1. PACIFIC will :

2.6.1.1.1. Provide AT&T brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

2.6.1.1.2. Disclose immediately to the consumer, upon request a quote of its rates or charges for the call.

2.6.2. Call Branding

2.6.2.1. PACIFIC will brand OS in AT&T's name based upon the criteria outlined below:

2.6.2.1.1. Where PACIFIC provides AT&T OS and DA Services via the same trunk group, PACIFIC will brand both the OS and DA calls with the AT&T brand. Where PACIFIC is providing OS service only on behalf of AT&T, PACIFIC will brand the calls with the AT&T brand.

2.6.2.1.2. PACIFIC cannot provide branding for AT&T OS calls over local interconnection serving arrangement (LISA) trunks.

2.6.2.2. AT&T's End User records in Pacific's LIDB database will be maintained in accordance with Section 9.4.3 of Attachment 6.

2.6.2.3. PACIFIC can support multiple brands on a single trunk group for AT&T as a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in PACIFIC's LIDB.

08/14/2000

- 2.6.2.4. AT&T will provide PACIFIC with a recorded announcement of its company name to be used to brand AT&T's OS calls in accordance with the process outlined in the Operator Services Translation Questionnaire (OSTQ).
- 2.6.2.5. An initial non-recurring charge applies per operator assistance switch for the establishment of AT&T specific branding. An additional non-recurring charge applies per Operator assistance switch for each subsequent change to the branding announcement.

2.6.3. Operator Services (OS) Rate/Reference Information

PACIFIC shall respond to rate requests from AT&T End Users, at AT&T's option, either by providing the Rate/Reference service described below or by providing a warm line transfer of the AT&T End User to AT&T.

- 2.6.3.1 When technically feasible and/or available, PACIFIC will provide AT&T OS Rate/Reference Information based upon the criteria outlined below:
 - 2.6.3.1.1. AT&T will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.
 - 2.6.3.1.2. AT&T will inform PACIFIC, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. AT&T acknowledges that it is responsible to provide PACIFIC updated Rate/Reference Information fourteen (14) calendar days in advance of when updated Rate/Reference Information is to become effective.
 - 2.6.3.1.3. An initial non-recurring charge will apply per Operator assistance switch for loading of AT&T's OS Rate/Reference Information. An additional non-recurring

08/14/2000

charge will apply per Operator assistance switch for each subsequent change to either AT&T's OS Rate or Reference Information.

2.6.3.1.4. When a PACIFIC Operator receives a rate request from an AT&T End User, PACIFIC will quote the applicable OS rates as provided by AT&T.

2.6.3.1.5. If AT&T does not purchase PACIFIC's OSS Rate/Reference Information service, PACIFIC will transfer the AT&T End User to a customer care number specified by AT&T in the OSTQ when a PACIFIC Operator receives a rate request from an AT&T End User.

2.6.4. Handling Of Emergency Calls To Operator

To the extent AT&T's dedicated NXXs or ported End User numbers encompass 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. 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.

2.7. Responsibilities Of The Parties

2.7.1. PACIFIC shall be the sole provider of OS for AT&T's local serving area(s), for a term as described in Section 4 below.

2.7.2. AT&T will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each PACIFIC Operator assistance switch.

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

08/14/2000

- 2.7.4 AT&T will furnish to PACIFIC a completed OSTQ thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 2.7.5 AT&T will provide PACIFIC updates to the OSTQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 2.7.6 With ANI 07 and ANI 06 signaling, PACIFIC will perform all necessary switch translations in the DMS 200 Operator services switch in order to provide billing restrictions. Using Automated Number Identification (ANI) and screening codes provides call screening and billing restrictions. AT&T must provide screening data updates in accordance with the process outlined in the OSTQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 2.7.7 In any LATA in which PACIFIC has more than one OS switch (currently LATAs 722 and 730), AT&T shall, for each such LATA, send all OS traffic destined for PACIFIC to a single switch selected by AT&T.

2.8 Methods and Practices

- 2.8.1 PACIFIC will provide OS to AT&T's End Users in accordance with PACIFIC's OS methods and practices that are in effect for Pacific's End Users at the time the OS call is made, unless otherwise agreed in writing by both Parties.

2.9 Pricing

- 2.9.1 The rates for OS are set forth in Attachment 8.

3. DIRECTORY ASSISTANCE SERVICES

3.1 Introduction

- 3.1.1 This Attachment sets forth the terms and conditions under which PACIFIC agrees to provide DA Services for AT&T.

3.2 Services

- 3.2.1 PACIFIC will provide the following DA Services:

- 3.2.1.1 DIRECTORY ASSISTANCE (DA) - Consists of providing subscriber listing information (name,

address, and published telephone number or an indication of “non-published status or not found”) where available to AT&T’s End Users who dial 411 or NPA+555+1212.

- 3.2.1.2 EXPRESS CALL COMPLETION (ECC) - A service, where available, in which PACIFIC completes a local or an intraLATA call to the requested number on behalf of AT&T’s End User, utilizing an automated voice system or with operator assistance.
- 3.2.1.3 DIRECTORY ASSISTANCE – Nationwide Listing Services (NLS) – A service, where available, in which PACIFIC provides listed telephone information (name, address and telephone numbers) for residential, business and government listings throughout the 50 states to AT&T End Users.

3.3 Definitions

3.3.1 The following terms are defined as set forth below:

- 3.3.1.1 Call Branding - The procedure of identifying AT&T’s name audibly and distinctly to the End User at the beginning of each DA Services call.
- 3.3.1.2 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 from a PACIFIC DA operator.
- 3.3.1.3 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.
- 3.3.1.4 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a PACIFIC DA operator.

3.4 Call Branding And Rate Reference Requirements

3.4.1 Call Branding

- 3.4.1.1 PACIFIC will brand DA in AT&T's name based upon the criteria outlined below:
- 3.4.1.2 Where PACIFIC provides AT&T OS and DA services via the same trunk, PACIFIC will brand both the OS and DA calls with the AT&T brand. Where PACIFIC is providing only DA service on behalf of AT&T, PACIFIC will brand the calls with the AT&T brand.
- 3.4.1.3 PACIFIC cannot provide branding for AT&T DA calls over local interconnection serving arrangement (LISA) trunks.
- 3.4.1.4 AT&T's End User records in Pacific's LIDB database will be maintained in accordance with Sections 9.4.3 of Attachment 6.
- 3.4.1.5 PACIFIC can support multiple brands on a single trunk group for AT&T as a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in PACIFIC's LIDB.
- 3.4.1.6 AT&T will provide PACIFIC with a recorded announcement of its company name to be used to brand AT&T's DA calls in accordance with the process outlined in the Operator Services Translations Questionnaire (OSTQ).
- 3.4.1.7 An initial non-recurring charge applies, per Operator assistance switch, per brand, for the establishment of AT&T specific branding. An additional non-recurring charge applies, per Operator assistance switch, per brand, for each subsequent change to the branding announcement.

3.4.2 Directory Assistance (DA) Rate/Reference Information

PACIFIC shall respond to rate requests from AT&T End Users, at AT&T's option, either by providing the Rate/Reference service described below or by providing a warm line transfer of the AT&T End User to AT&T.

- 3.4.2.1 When technically feasible or available, PACIFIC will provide AT&T DA Rate/Reference Information based upon the criteria outlined below:
- 3.4.2.1.1 AT&T will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA services are to be undertaken.
 - 3.4.2.1.2 AT&T will inform PACIFIC, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. AT&T acknowledges that it is responsible to provide PACIFIC updated Rate/Reference Information fourteen (14) calendar days in advance of when updated Rate/Reference Information is to become effective.
 - 3.4.2.1.3 An initial non-recurring charge will apply per Operator assistance switch for loading of AT&T's DA Rate/Reference Information. An additional non-recurring charge will apply, per Operator assistance switch for each subsequent change to either AT&T's DA Rate or Reference Information.
 - 3.4.2.1.4 When a PACIFIC Operator receives a rate request from an AT&T End User, PACIFIC will quote the applicable DA rates as provided by AT&T.
 - 3.4.2.1.5 If AT&T does not purchase PACIFIC's DA Rate/Reference Information service, PACIFIC will transfer the AT&T End User to a customer care number specified by AT&T in the OSTQ when a PACIFIC Operator receives a rate request from an AT&T End User.

08/14/2000

3.5 Responsibilities Of The Parties

3.5.1 Pacific will be the sole provider of DA services for AT&T's local serving area(s) for a term as described in Section 4 below.

3.5.2 AT&T will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each PACIFIC Operator assistance switch.

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

3.5.4 AT&T will furnish to PACIFIC a completed OSTQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

3.5.5 AT&T will provide PACIFIC updates to the OSTQ fourteen (14) calendar days in advance of the date when changes are to become effective.

3.6 Methods And Practices

3.6.1 PACIFIC will provide DA Services to AT&T's End Users in accordance with PACIFIC's DA methods and practices that are in effect for Pacific's End Users at the time the DA call is made, unless otherwise agreed in writing by both Parties.

3.7 Pricing

3.7.1 The rates for DA Services are set in Attachment 8.

3.8 Monthly Billing

3.8.1 PACIFIC will not credit AT&T for customer requests that are not found in the DA database.

3.8.2 All DA calls from AT&T's End Users will be billable to AT&T, except as specifically mentioned herein.

4. TERMS

- 4.1 If AT&T chooses to order OS and/or DA under this Attachment 7, it must do so for a minimum of three months, but such service may not extend beyond the termination of this Agreement without the mutual consent of the Parties.
- 4.2 If AT&T terminates Pacific's provision of OS under Section 2 or DA under Section 3 before the end of the minimum three month term, AT&T shall pay PACIFIC, within thirty (30) calendar days of the issuance of any bills by PACIFIC, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by PACIFIC pursuant to Sections 2 and 3 of this Attachment prior to its termination.

ATTACHMENT 8
PRICING

08/14/2000

ATTACHMENT 8 PRICING

1. GENERAL PRINCIPLES

- 1.1 All services and capabilities currently provided by PACIFIC under this Agreement (including Resale Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services, Network Elements, Combinations or Ancillary Functions to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the FCC and the Commission.
- 1.2 PACIFIC shall not assess any charges against AT&T for services, facilities, Network Elements, Ancillary Functions and other related work or services covered by this Agreement, unless a charge is expressly provided for in this Agreement. If PACIFIC offers, or is required to offer, additional services, facilities, Network Elements, Ancillary Functions or other related work or services that are not currently covered by this Agreement, the rates shall be determined pursuant to Section 14 (To Be Determined), unless and until the Commission adopts rates, at which point the Commission-adopted rates shall apply. Each Party reserves its right to oppose, appeal or otherwise seek modification of rates adopted by the Commission, notwithstanding the Party's consent to application of those rates under this Agreement for so long as the rates are in effect.

2. RESALE SERVICES

- 2.1. The prices charged to AT&T for Resale Service shall be calculated using the avoided cost discount set forth herein. The interim wholesale discount shall be 17% off the applicable retail rate for all PACIFIC services subject to resale. The interim discount shall remain in effect until the Commission determines a different wholesale discount, in any proceeding subsequent to the Effective Date of this Agreement. Once so determined by the Commission, said different wholesale discount shall apply instead of the interim discount for the remaining Term of this Agreement. Each Party reserves its right to oppose, appeal or otherwise seek modification of rates adopted by the Commission, notwithstanding the Party's consent to application of those rates under this Agreement for so long as the rates are in effect.

08/14/2000

2.2. The prices shall be based on PACIFIC's retail rates applicable on the Effective Date, less the applicable discount. If PACIFIC changes its retail rates after AT&T executes this Agreement, the applicable discount shall be applied to the changed retail rates from the time such changes become effective. PACIFIC shall send AT&T notice of price changes at the same time it notifies the Commission of these changes by Advice Letter.

2.3. Non-recurring Charges for Resale Services

2.3.1 Non-recurring charge(s) shall be based on PACIFIC's retail rates less the applicable discount.

2.3.2 When an End User converts existing service to AT&T resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix C.

2.3.3 When AT&T converts an End User(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. Non-recurring charge(s) shall be based on PACIFIC's retail rates less the applicable discount.

2.4 Charges for Traffic Alert Referral Service (TARS) and Repair Transfer Service (RTS) are set forth in Appendix C.

3. UNBUNDLED NETWORK ELEMENTS

3.1. The prices to be charged to AT&T for Network Elements and Combinations are as specified in Appendix A-1 to this Attachment 8. The prices listed in Appendix A-1 are subject to change to conform with rates and non-recurring charges for unbundled Network Elements that may be adopted by the Commission, subsequent to the Effective Date of this Agreement. Once such Commission-determined prices are adopted, said prices will be substituted for the corresponding prices in Appendix A-1 as of the effective date set by the Commission's order and shall apply for the remainder of the Term of this Agreement, or until the Commission further revises the prices. Each Party reserves its right to oppose, appeal or otherwise seek modification of rates adopted by the Commission, notwithstanding the Party's consent to application of

- 3.2. There shall be no charges for combining network elements, except the sum of the service order charges or sum of stand-alone nonrecurring charges, as applicable, for the network elements included in the Combination. Appendix A-2 furnishes illustrative calculations taken from Commission Decision 99-11-050 showing the compensation that PACIFIC shall receive in certain UNE Combination situations. Appendix A-2 is not intended to be exhaustive. For other UNE Combination situations, the compensation principles set forth in D. 99-11-050 shall apply.
- 3.3. The interim charge for xDSL loop qualification shall be set at zero. Once the Commission subsequently adopts a final xDSL loop qualification charge in a generic proceeding, the rate set in this Agreement shall be subject to true up to the rate adopted by the Commission.
- 3.4. In lieu of a separate charge for xDSL loop conditioning, on an interim basis the nonrecurring charge for xDSL capable loops that require conditioning shall be the nonrecurring connect charge shown in Appendix A-1 for the channel connection for an ISDN Loop. Once the Commission adopts a final xDSL loop conditioning charge in a generic proceeding, the rate set in this Agreement shall be subject to true up to the rate adopted by the Commission. The applicable nonrecurring loop charge found in Appendix A-1 shall apply for loops that do not require conditioning.
- 3.5. For UNEs and Combinations for which flow-through is required by Appendix B of the California Public Utilities Commission's Decision 98-12-069, the fully mechanized non-recurring charges shall apply for all orders placed through LEX and EDI. For UNEs and Combinations ordered via LEX or EDI that are not included within Appendix B of D. 98-12-069, the semi-mechanized nonrecurring charges shall apply until the Commission determines that the fully mechanized charge should apply. Except as the Commission may direct otherwise, when AT&T orders UNEs or combinations through manual processes, PACIFIC may charge the manual non-recurring charge; provided, however, if the manual process was used because PACIFIC's semi-mechanized or fully mechanized process was unavailable, the price for the semi-mechanized or fully mechanized process that otherwise would have been used shall apply.

4. COLLOCATION

08/14/2000

- 4.1. The interim prices to be charged to AT&T for collocation are as specified in Appendix B to this Attachment. The prices listed in Appendix B are interim prices only and are subject to true up to final prices for collocation adopted by the Commission subsequent to the Effective Date of this Agreement. Once the Commission-determined prices are adopted, said prices will be substituted for the interim prices and shall apply for the remainder of the Term of this Agreement. Each Party reserves its right to oppose, appeal or otherwise seek modification of rates adopted by the Commission, notwithstanding the Party's consent to application of those rates under this Agreement for so long as the rates are in effect.
 - 4.2. Notwithstanding the foregoing, the physical collocation rates and discounts payable to PACIFIC by TCG-Los Angeles, TCG-San Diego and TCG-San Francisco shall be subject to true-up for the one hundred forty-one (141) calendar day period preceding the Effective Date of this Agreement, based upon the collocation rates and discounts payable under this Agreement as of its Effective Date. Pacific and AT&T shall mutually calculate the amount of this true-up, which shall be due and payable within 30 days after the Parties have agreed upon the amount. If the Parties cannot agree upon the amount, the issue shall be submitted to Alternative Dispute Resolution under Attachment 3 of this Agreement.
5. LOCAL INTERCONNECTION SERVICES
- 5.1. Rates for Network Elements provided by PACIFIC that will be used for local interconnection, among other things, appear in Appendix A-1.
 - 5.2. Rates for local interconnection services to be provided by AT&T are as follows:
 - 5.2.1. Rates for the Space License described in Attachment 18 shall be equivalent to the rates charged by PACIFIC for collocation, unless AT&T justifies and demonstrates to PACIFIC that higher rates are justified by higher costs that AT&T incurs in providing the Space License arrangement. In order for an amount charged by AT&T to be equivalent to the amount charged by PACIFIC, it shall not be necessary that the pricing structures be identical.
 - 5.2.2. Rates for all other local interconnection services provided by AT&T to PACIFIC are those in AT&T Schedule Cal. P.U.C. No. E-T, as it may be modified from time to time. Those

08/14/2000

rates shall also apply for comparable services provided by AT&T Affiliates on whose behalf AT&T has entered into this Agreement, unless different rates appear in tariffs filed by those Affiliates, in which case the Affiliates' tariffed rates shall apply.

- 5.3. Rates for reciprocal compensation for termination of Local Traffic are specified in Appendix D to this Attachment 8. Terms and conditions regarding application of the rate elements to different types of calls are set forth in Attachment 18.
- 5.4. The transit switching rate applies when either Party uses the other Party's tandem switch to originate a Local Call to a third party such as another LEC, CLC, or CMTS Provider. On an interim basis, the transit switching rate shall be equal to the tandem switching rate specified in Appendix A-1. When a permanent transit switching rate is adopted consistent with the cost and pricing methodologies used in the Commission's OANAD proceeding, that rate shall be substituted for interim rate.

6. RIGHTS OF WAY, CONDUITS AND POLE ATTACHMENTS

The annual fee for placement of AT&T's facilities in or on PACIFIC's poles, ducts, conduits and other support structures shall be negotiated annually, on a calendar year basis. If the Parties are unable to reach agreement, the Parties shall seek to have the annual fee established by the Commission as described in the Commission's Decision 98-10-058. PACIFIC's charges for make ready work and rearrangements shall be no higher than PACIFIC's actual costs incurred. PACIFIC may charge fees equal to PACIFIC's actual costs for copies or preparation of maps, drawings and plans for attachment to or use of support structures. The rates described in this Section 6 are subject to change, pursuant to Section 8.3 (Changes in Law) of the Preface (General Terms and Conditions) of this Agreement, in the event the Commission adopts rules setting forth a new methodology for determination of such rates.

7. 911 ARRANGEMENTS

Charges for 911 arrangements, when applicable, are set forth in Appendix E to this Attachment 8.

8. OPERATIONS SUPPORT SYSTEMS

Charges for OSS training classes are set forth in Appendix G to this Attachment 8. There are no other charges for access to Pacific's

Operation Support Systems except as determined pursuant to any Commission action, as described in Section 10 of Attachment 9.

9. LABOR CHARGES

If AT&T requests or approves that a PACIFIC technician perform special installation, maintenance, conversion, testing, or similar services, AT&T will pay the labor rates set forth in PACIFIC's Tariff Schedule Cal. P.U.C. No. 175T. Pacific shall not assess any additional labor charges for work routinely required for the installation, maintenance, testing or conversion of UNEs. The labor rates for escort services and supervision of installation associated with collocation arrangements are set forth in Appendix B. PACIFIC will manage and apply all labor charges in a non-discriminatory manner that is equivalent to PACIFIC's internal management and assignment of these costs. All charges shall be at the "basic time" rate unless AT&T requests that work be performed outside the "basic time" period and approves the charges in advance.

10. LOCAL NUMBER PORTABILITY – COST RECOVERY

PACIFIC shall bill the amount set forth in PACIFIC Access Services Tariff No. 1 for LRN-PNP queries made by PACIFIC in accordance with applicable FCC rulings. AT&T shall pay the amounts billed, subject to AT&T's right to challenge tariff filings made by PACIFIC and to obtain true-ups authorized by the FCC. AT&T shall not be responsible for any charges billed for queries made prior to the first port in an NXX.

11. DIRECTORY LISTINGS, ACCESS TO DIRECTORY ASSISTANCE DATABASE LISTINGS, AND SUBSCRIBER LIST INFORMATION

11.1. Directory Listings.

There shall be no charge for inclusion of AT&T's End User's listings (primary and additional) in PACIFIC's directory assistance database and white pages directories, except for enhanced listings in the white pages directories, for which the rates set forth in Appendix C shall apply.

11.2. Access to Directory Assistance Database Listings.

On an interim basis, AT&T shall pay \$0.02 (two cents) per directory listing provided by PACIFIC pursuant to Attachment 4, Section 2 of this Agreement. Once the Commission adopts prices for access to PACIFIC's directory assistance database listings, those prices will be substituted for

the interim pricing arrangement and shall apply for the remainder of the Term of this Agreement or until the Commission modifies the prices by subsequent order. Each Party reserves its right to oppose, appeal or otherwise seek modification of rates adopted by the Commission, notwithstanding the Party's consent to application of those rates under this Agreement for so long as the rates are in effect.

11.3. Subscriber List Information.

The rates for Subscriber List Information shall be the rates in PACIFIC's Schedule Cal. P.U.C. No. A5.7.4. AT&T reserves any right it may have to challenge such tariff in accordance with Applicable Law.

12. OTHER

12.1 The following prices also shall apply:

- Rates set forth in Appendix C (Miscellaneous Rates).
- Rates set forth in Appendix H for Operator Services and Directory Assistance Services, when those services are not provided as Network Elements at TELRIC rates.

12.2 All such rates shall remain in effect until the Commission determines different rates in any proceeding subsequent to the Effective Date of this Agreement. Once so determined by the Commission, said different rates, shall apply instead of the rates set forth herein for the remaining Term of this Agreement. Each Party reserves its right to oppose, appeal or otherwise seek modification of rates adopted by the Commission, notwithstanding the Party's consent to application of those rates under this Agreement for so long as the rates are in effect.

12.3 References to PACIFIC's Switched and Special Access tariffs or service shall mean the rates in PACIFIC's intrastate (Cal. Schedule P.U.C. 175T) or interstate (FCC No. 1) access tariffs, as applicable, shall apply.

13. IMPLEMENTATION COST RECOVERY

The Parties disagree whether or in what amount PACIFIC should charge AT&T for implementation costs incurred as a result of requests to establish and provide interconnection services, Local Services, Network Elements or Combinations. PACIFIC shall track all such costs and propose recovery of same to the Commission. To the extent granted by the Commission, AT&T shall pay such costs as ordered by the

Commission. AT&T is free to contest PACIFIC's right to recover any such costs and/or what its share of such costs should be.

14. TO BE DETERMINED

In this Agreement, rates for certain services, Network Elements, Combinations or Ancillary Functions may be specified as "To Be Determined" (TBD). In addition, numerous provisions of this Agreement refer to specific prices set forth in Attachment 8. In the event of such a reference in this Agreement where there is no corresponding price in this Attachment 8, it shall be deemed to be TBD. With respect to all TBD prices, prior to a Party ordering any such TBD items, the Parties shall meet and confer to establish a price, in accordance with the Act and other pricing methodologies adopted by the FCC or the Commission for similar services, Network Elements, Combinations or Ancillary Functions, if applicable. If no agreement is reached, the Parties shall refer any disputes to the Alternative Dispute Resolution process set forth in Attachment 3. Any rates set in the Alternative Dispute Resolution process shall be set using the pricing methodologies described above, if applicable, and shall be subject to modification by any subsequent decision of the Commission. Each Party reserves its right to oppose, appeal or otherwise seek modification of rates adopted by the Commission, notwithstanding the Party's consent to application of those rates under this Agreement for so long as the rates are in effect. AT&T or PACIFIC, as applicable, shall be responsible for payments of any such rates so established through Alternative Dispute Resolution or by the Commission.

15. RECURRING CHARGES

15.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), and Reciprocal Compensation elements will be one month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for Network Elements provided under the Bona Fide Request (BFR) process set forth in Section 22 of the Preface (General Terms and Conditions) may be longer.

15.2 For usage-based Network Elements and Combinations and for reciprocal compensation, measurement of Connectivity Charges shall be in actual conversation seconds based upon a tenth of a second increment, and the total conversation seconds per

chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded to the next whole minute.

- 15.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, PACIFIC will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, PACIFIC will round up to the next whole mile before determining the mileage and applying rates.

16. COMMISSION-ADOPTED RATES

Each Party reserves its right to oppose, appeal or otherwise seek modification of rates adopted by the Commission, notwithstanding the Party's consent to application of those rates under this Agreement for so long as the rates are in effect. Where the Parties have agreed that rates adopted by the Commission after the Effective Date of this Agreement are to be substituted for corresponding rates in this Agreement, the Commission-adopted rates shall take effect on the effective date set by the Commission, or, if the Commission does not set an effective date, the rates shall take effect as of the date of the Commission's order adopting the rates.

APPENDICES TO ATTACHMENT 8

Appendix A-1	Recurring and Non-Recurring UNE Rates
Appendix A-2	UNE Combinations - Scenarios
Appendix B	Collocation Rates
Appendix C	Miscellaneous Rates
Appendix D	Reciprocal Compensation Rates
Appendix E	Rates for 911-Related Services
Appendix F	Intentionally Omitted
Appendix G	OSS Training Rates
Appendix H	Operator Services and Directory Assistance Rates (Non-UNE)

UNE Recurring Rates

<u>Loop / Link</u>	<u>Switching</u>	<u>Cross Connect (EISCC)</u>	<u>SS7 Signaling</u>
2 Wire Basic, ADSL, Assured Link	<u>Port</u>	Voice Grade/ISDN EISCC \$ 0.44	SS7 Links
Zone 1 \$ 10.03		Jack Panel \$ 1.79	Voice Grade Fixed \$ 3.22
Zone 2 \$ 13.51	2-Wire Port \$2.88	DS0 EISCC \$ 26.07	Variable Mileage \$ 0.19
Zone 3 \$ 23.53		Jack Panel \$ 5.60	DS-1 Fixed \$ 32.32
4 Wire Basic Link and HDSL Link	Centrex Port \$4.37	DS1 EISCC \$ 16.52	Variable Mileage \$ 1.84
Zone 1 \$ 33.02	DID Port \$4.18	Jack Panel \$ 2.49	STP Port \$ 263.76
Zone 2 \$ 41.90	DID Num. Block \$1.00	Repeater \$ 24.15	
Zone 3 \$ 67.49	ISDN BRI Port \$14.10	DS3 EISCC \$ 45.80	<u>Multiplexing</u>
ISDN Option (In addition to 2-wire loop charges)	ISDN PRI Trunk Port \$167.18	Jack Panel \$ 25.88	DS0/DS1 per multiplexer \$ 255.58
All Zones \$ 4.44	DS1 Trunk Port \$20.99	Repeater \$ 101.36	DS1/DS3 per multiplexer \$ 287.88
Digital Link - 1.544 Mbps	<u>Switch Usage</u>	<u>Optical Carrier Cross Connect</u>	
Zone 1 \$ 89.24	Interoffice Originating	OC 3 TBD	
Zone 2 \$ 100.05	Set-Up per Attempt \$ 0.005940	OC 12 TBD	
Zone 3 \$ 131.19	Holding time per MOU \$ 0.001840	OC 48 TBD	
PBX Trunk Option (Ground Start Only)	Interoffice Terminating	OC 192 <i>When Available</i> TBD	<u>Optical Carrier Multiplexing</u>
All Zones \$ 2.18	Setup per Call \$ 0.007000		OC 3 to 84 DS1's \$839.94
<u>Subloop Unbundling</u> TBD	Holding time per MOU \$ 0.001870		<i>(Grp of 28)</i>
(all subloops to be deaveraged into three zones)	Intraoffice	<u>Interoffice Transmission Facilities</u>	OC3 to 1-3 DS3 \$658.70
	Setup per Call \$ 0.013990	Shared Transport Fixed \$ 0.001259	OC3 to 1-3 EC-1 \$735.65
	Holding time per MOU \$ 0.003620	Variable Mileage \$ 0.000021	OC 12 to 1-12 DS3 \$1,177.79
	<u>Tandem Switching</u>	With Option C LSNE ICB	OC 12 / EC1 /STS1 \$1,284.61
	Set-Up per Attempt \$ 0.000750	Shared Transport - Overflow	OC 48 to DS3 TBD
	Set-Up per Completed Msg. \$ 0.001130	Fixed \$ 0.011360	OC 48 to OC3 TBD
	Holding time per MOU \$ 0.000670	Variable Mileage \$ 0.000021	OC 192 to 1-12 ECA/STS-1 <i>When Available</i> TBD
		Common Transport Fixed \$ 0.001330	
		Variable Mileage \$ 0.000021	
		<u>Optical Carrier (IOD)</u>	<u>Database Query</u>
		OC 3 Fixed \$925.74	800 Database - per Query \$ 0.00231
	<u>Trunk Port Termination</u>	Variable Mileage \$95.03	Multiple Destination & Routing \$0.00040
	End Office Termination \$ 20.99	OC 12 Fixed \$2,673.92	6 Digit Master
	Tandem Termination \$ 142.82	Variable Mileage \$366.41	# List Turnaround \$0.0044
		OC 48 Fixed TBD	<u>LIDB</u>
	<u>Entrance Facilities</u>	Variable Mileage TBD	LIDB - per Query
	Voice Grade (2W) \$ 23.45	OC 192 Fixed <i>When Availabl</i> TBD	OLNS Query \$0.002633
	Voice Grade (4W) \$ 46.90	Variable Mileage <i>When Availabl</i> TBD	Validation Query \$0.002633
	DS1 \$ 153.46		CNAM Query \$0.002666
	DS3 w/equipment \$ 1,837.18	<u>Dedicated Transport</u>	Query Transport (Validation & OLNS) \$0.000033
	DS3 w/o Equipment \$ 724.04	Voice Grade Fixed \$ 3.22	
	OC3 \$1,494.39	Variable Mileage \$ 0.19	<u>Transit Signaling</u> TBD
	OC12 \$4,323.29	DS1 Fixed \$ 32.32	
	OC48 TBD	Variable Mileage Per Mile \$ 1.84	<u>Dark Fiber</u>
	OC192 <i>"When Available"</i> TBD	DS3 Fixed \$ 372.70	Per fiber per foot per month TBD
		Variable Mileage Per Mile \$ 35.72	

UNE Recurring Rates

<u>Operator Services [when provided as UNE]</u>		<u>Switch Features</u>	<u>Centrex-Like Features</u>
DA per Call	\$ 0.394940	Busy Call Forwarding	\$ 0.56 Automatic Callback \$ 0.42
Opr. Svcs per Work Second	\$ 0.029520	Call Forward Variable	\$ 0.57 Call Forwarding BusyLine \$ 0.28
		Call Forwarding Busy/Delay	\$ 0.56 Call Forwarding Don't Answer \$ 0.28
		Call Restriction	\$ 0.88 Call Forwarding Variable \$ 0.29
<u>DSL CAPABLE LOOPS (to be deaveraged into three zones)</u>		Call Return	\$ 0.65 Call Hold \$ 0.28
PSD Class #1 Capable Loop		Call Screen	\$ 0.63 Call Pick-up (Group and Station) \$ 0.30
2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology	TBD	Call Trace	\$ 0.57 Call Transfer - DID to DOD \$ 0.29
2-Wire (copper only facilities)	TBD	Call Waiting	\$ 0.56 Call Waiting - Incoming \$ 0.28
PSD Class #2 2-Wire Capable Loop	TBD	Caller Hold	\$ 0.56 Call Waiting - Intragroup \$ 0.28
PSD Class #3 Capable Loop	TBD	Caller ID	\$ 0.73 Call Waiting - Originating \$ 0.28
2-Wire Mid-band Symmetric Technology	TBD	Caller ID Blocking	\$ 0.58 Caller ID \$ 0.52
4-Wire Mid-band Symmetric Technology	TBD	Delayed Call Forwarding	\$ 0.56 Caller ID Blocking \$ 0.28
PSD Class #4 2-Wire Capable Loop	TBD	Direct -Shared	\$ 0.56 Conferencing - Station Controlled - Large \$ 133.95
PSD Class #5 2-Wire Capable Loop	TBD	Direct -Unshared	\$ 0.56 Conferencing - Station Controlled - Small \$ 0.33
PSD Class #7 2-Wire Capable Loop	TBD	Directed Call Pickup	\$ 0.57 Directed Call Pick-up - Group - Barge-In \$ 0.29
		Distinctive Ringing	\$ 0.56 Directed Call Pick-up - Group - Non-Barge-In \$ 0.28
2-Wire DSL Non-Shielded Cross Connect to Collocation	TBD	DNCF	\$ 0.96 Distinctive Ringing and Call Waiting Tone \$ 0.29
4-Wire DSL Non-Shielded Cross Connect to Collocation	TBD	Hunting	\$0.29 Message Waiting Indicator - Stutter DT \$ 0.29
Jack Panel	\$1.79	Intercom	\$ 0.62 Remote Access to Call Forwarding \$ 0.33
		Intercom Plus	\$ 0.62 Speed Calling - Group (30) \$ 0.28
		Message Waiting Indicator	\$ 0.56 Speed Calling - Individual (30) \$ 0.28
		Remote Access to Call Fwding	\$ 0.60 Speed Calling - Individual (6 or 8) \$ 0.28
		Remote Call Forwarding	\$ 0.93
		Repeat Dialing	\$ 0.65
		Select Call Forward	\$ 0.60
		Speed Call 6	\$ 0.56
		Speed Calling 30	\$ 0.56
		Speed Calling 8	\$ 0.56
		Three Way Calling	\$ 0.57
		WATS Access per Group	\$ 1.73
		WATS Access per Port	\$ 0.56

UNE Non-Recurring Rates
Manual

Loop/Link		Service Order				Channel Connection			
		Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
2-wire/Basic	Initial	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
	Additional	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-wire	Initial	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
	Additional	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Assured	Initial	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
	Additional	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
DS1 Copper	Initial	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
	Additional	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DS1 Fiber	Initial	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
	Additional	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN Link	Initial	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
	Additional	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Port - Switching 2-wire	Initial	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
	Additional	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex	Initial	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
	Additional	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
DID	Initial	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
	Additional	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID NBR Block	Initial	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
	Additional	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN BRI	Initial	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
	Additional	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PRI	Initial	\$76.49	\$51.43	\$0.00	\$42.94	\$228.28	\$28.20	\$0.00	\$0.00
	Additional	\$3.09	\$0.77	\$0.00	\$0.00	\$228.28	\$28.20	\$0.00	\$0.00
Basic Switching Functions									
1AESS CLC Switch Service Establishment (Per CLC, per Switch)	DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1AESS CLC Switch Service Establishment (Per CLC, per Switch)	OA & DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1AESS CLC Switch Service Establishment (Per CLC, per Switch)	OA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5ESS CLC Switch Services Establishment (Per CLC, per Switch)	DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5ESS CLC Switch Services Establishment (Per CLC, per Switch)	OA & DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5ESS CLC Switch Services Establishment (Per CLC, per Switch)	OA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DMS100 CLC Switch Service Establishment (Per CLC, per Switch)	DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DMS100 CLC Switch Service Establishment (Per CLC, per Switch)	OA & DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DMS100 CLC Switch Service Establishment (Per CLC, per Switch)	OA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cross Connect (EISCC)									
VG/ISDN	Initial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DS0	Initial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DS1	Initial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DS3	Initial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

		Service Order				Channel Connection			
		Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
<u>Optical Carrier Cross Connect</u>									
OC 3	Initial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OC 12	Initial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OC 48	Initial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OC 192 When available	Initial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
When available	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Unbundled Service (DS0)	Initial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Trunk Port Termination</u>									
End Office Dedicated DS1	Initial	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
	Additional	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
Tandem Termination DS1	Initial	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
	Additional	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
<u>Signaling and Database</u>									
	SS7 Link	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	STP Port	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Network Interface Device</u>									
NID to NID X- Con	Simple	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID X- Con	Con Initial	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID X- Con	Con Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
<u>DNCF (Direct Number Call Forwarding)</u>									
Centrex	Initial	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DID	Initial	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POTS	Initial	\$56.52	\$51.55	\$52.11	\$49.54	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$3.24	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Dedicated Transport</u>									
DS1	Initial	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS3	Initial	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
VG	Initial	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
<u>Optical Carrier Dedicated Transport</u>									
OC3	Initial	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00
	Additional	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00
OC 12	Initial	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00
	Additional	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00

UNE Non-Recurring Rates
Manual

		Service Order				Channel Connection			
		Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
<u>Optical Carrier Dedicated Transport</u>									
OC 48	Initial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OC 192	When Available	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Entrance Facility</u>									
VG	Initial	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
DS1	Initial	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (w/equip)	Initial	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (w/o equip)	Initial	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
<u>Optical Carrier Entrance Facility</u>									
OC 3	Initial	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
	Additional	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
OC 12	Initial	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
	Additional	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
OC 48	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC 192	When available	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<u>Multiplexing</u>									
DS1/DS0		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DS3/DS1		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Optical Carrier Multiplexing</u>									
OC3 / DS1 Initial & Additional		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OC3 / DS3 Initial & Additional		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OC3 / EC1 Initial & Additional		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OC12/EC1 Initial & Additional		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OC 12/DS3 Initial & Additional		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OC 48 to DS3		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OC48 to OC3		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OC 192 to 1-12 EC1/STS-1	When Available	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Switch Features</u>									
Centrex Station	Initial	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Centrex System		\$3.24	\$0.00	\$46.53	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
Custom Calling	Initial	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hunting	Initial	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Remote Call Forwarding	Initial	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
DSL CAPABLE LOOPS (to be deaveraged into three zones)								
PSD Class #1 Capable Loop								
2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire (copper only facilities) "Symmetric Digital Subscriber Line" ("SDSL")								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #2 Capable Loop								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #3 Capable Loop								
2-Wire Mid-band Symmetric Technology								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
4-Wire Mid-band Symmetric Technology								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #4 Capable Loop								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #5 2-Wire Capable Loop - Asymmetrical Digital Subscriber Line								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #7 2-Wire Capable Loop								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

UNE Non-Recurring Rates
Semi-Mechanized

			Service Order				Channel Connection			
			Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
<u>Loop/Link</u>										
2-wire/Basic	Initial		\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
	Additional		\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-wire	Initial		\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
	Additional		\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Assured	Initial		\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
	Additional		\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
DS1 Copper	Initial		\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
	Additional		\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DS1 Fiber	Initial		\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
	Additional		\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN Link	Initial		\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
	Additional		\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
<u>Port - Switching</u>										
2-wire	Initial		\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
	Additional		\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex	Initial		\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
	Additional		\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
DID	Initial		\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
	Additional		\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID Nbr Block			\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
ISDN BRI	Initial		\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00
	Additional		\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PRI	Initial		\$52.32	\$27.26	\$0.00	\$18.75	\$228.28	\$28.20	\$0.00	\$0.00
	Additional		\$3.09	\$0.77	\$0.00	\$0.00	\$228.28	\$28.20	\$0.00	\$0.00
<u>Basic Switching Functions</u>										
1AESS CLC Switch Service Establishment (Per CLC, per Switch)	DA TG		\$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 TG		\$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 TG		\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC Switch Services Establishment (Per CLC, per Switch)	DA TG		\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC Switch Services Establishment (Per CLC, per Switch)	OA & DA TG		\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC Switch Services Establishment (Per CLC, per Switch)	OA TG		\$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 TG		\$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 TG		\$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 TG		\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Cross Connect (EISCC)</u>										
VG/ISDN	Initial		\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional		\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS0	Initial		\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional		\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1	Initial		\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional		\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3	Initial		\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional		\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

UNE Non-Recurring Rates
Semi-Mechanized

		Service Order				Channel Connection				
		Connect	Disc.	Change	Record	Connect	Disc.	Change	Record	
<u>Optical Carrier Cross Connect</u>										
OC 3	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
OC 12	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
OC 48	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
OC 192 When available	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Unbundled Service (DS0)										
	Initial	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Additional	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Trunk Port Termination</u>										
End Office Dedicated DS1										
	Initial	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00	
	Additional	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00	
<u>Tandem Termination DS1</u>										
	Initial	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00	
	Additional	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00	
<u>Signaling and Database</u>										
	SS7 Link	CESAR/LEX	\$35.09	\$21.57	\$24.00	\$19.61	\$164.68	\$54.21	\$0.00	\$0.00
	STP Port	CESAR/LEX	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
<u>Network Interface Device</u>										
NID to NID X- Con	Simple		\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID X- Con	Complex	Initial	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID X- Con	Complex	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
<u>DNCF (Direct Number Call Forwarding)</u>										
Centrex										
	Initial	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00	
	Additional	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DID										
	Initial	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00	
	Additional	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
POTS										
	Initial	\$29.74	\$23.94	\$24.51	\$22.04	\$0.00	\$0.00	\$0.00	\$0.00	
	Additional	\$2.89	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Dedicated Transport</u>										
DS1										
	Initial	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00	
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00	
DS3										
	Initial	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00	
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00	
VG										
	Initial	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00	
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00	
<u>Optical Carrier Dedicated Transport</u>										
OC3										
	Initial	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00	
	Additional	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00	
OC 12										
	Initial	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00	
	Additional	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00	

UNE Non-Recurring Rates
Semi-Mechanized

		Service Order				Channel Connection			
		Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
<u>Optical Carrier Dedicated Transport</u>									
OC 48	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC 192 When Available	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<u>Entrance Facility</u>									
VG	Initial	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
DS1	Initial	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (w/equip)	Initial	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (w/o equip)	Initial	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
	Additional	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
<u>Optical Carrier Entrance Facility</u>									
OC 3	Initial	\$54.01	\$21.28	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
	Additional	\$54.01	\$21.28	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
OC 12	Initial	\$54.01	\$21.28	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
	Additional	\$54.01	\$21.28	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
OC 48	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC 192 When Available	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<u>Multiplexing</u>									
DS1/DS0		\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
DS3/DS1		\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
<u>Optical Carrier Multiplexing</u>									
OC3 / DS1 Initial & Additional		\$4.68	\$4.68	\$0.00	\$0.00	\$611.76	\$260.44	\$0.00	\$0.00
OC3 / DS3 Initial & Additional		\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3 / EC1 Initial & Additional		\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12/EC1 Initial & Additional		\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC 12/DS3 Initial & Additional		\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC 48 to DS3		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC48 to OC3		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC 192 to 1-12 EC1/STS-1 When available		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<u>Switch Features</u>									
Centrex Station	Initial	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Centrex System		\$3.24	\$0.00	\$18.81	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
Custom Calling	Initial	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hunting	Initial	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Remote Call Forwarding	Initial	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

UNE Non-Recurring Rates
Semi-Mechanized

	Service Order				Channel Connection			
	Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
<u>DSL CAPABLE LOOPS (to be deaveraged into three zones)</u>								
PSD Class #1 Capable Loop								
2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire (copper only facilities) "Symmetric Digital Subscriber Line" ("SDSL")								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #2 Capable Loop								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #3 Capable Loop								
2-Wire Mid-band Symmetric Technology								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
4-Wire Mid-band Symmetric Technology								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #4 Capable Loop								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #5 2-Wire Capable Loop - Asymmetrical Digital Subscriber Line								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #7 2-Wire Capable Loop								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

UNE Non-Recurring Rates
Mechanized

		Service Order				Channel Connection			
		Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
<u>Loop/Link</u>									
2-wire/Basic	Initial	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-wire	Initial	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Assured	Initial	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
DS1 Copper	Initial	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DS1 Fiber	Initial	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN Link	Initial	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
<u>Port - Switching</u>									
2-wire	Initial	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex	Initial	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
DID	Initial	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID Nbr Block		\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
ISDN BRI	Initial	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PRI	Initial	\$0.46	\$0.46	\$0.00	\$0.46	\$228.28	\$28.20	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$228.28	\$28.20	\$0.00	\$0.00
<u>Basic Switching Functions</u>									
1AESS CLC Switch Service Establishment (Per CLC, per Switch)	DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1AESS CLC Switch Service Establishment (Per CLC, per Switch)	OA & DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1AESS CLC Switch Service Establishment (Per CLC, per Switch)	OA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5ESS CLC Switch Services Establishment (Per CLC, per Switch)	DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5ESS CLC Switch Services Establishment (Per CLC, per Switch)	OA & DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5ESS CLC Switch Services Establishment (Per CLC, per Switch)	OA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DMS100 CLC Switch Service Establishment (Per CLC, per Switch)	DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DMS100 CLC Switch Service Establishment (Per CLC, per Switch)	OA & DA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DMS100 CLC Switch Service Establishment (Per CLC, per Switch)	OA TG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

UNE Non-Recurring Rates
Mechanized

		Service Order				Channel Connection			
		Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
<u>Cross Connect (EISCC)</u>									
VG/ISDN	Initial	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS0	Initial	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1	Initial	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3	Initial	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Optical Carrier Cross Connect</u>									
OC 3	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC 12	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC 48	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC 192 When available	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<u>Unbundled Service (DS0)</u>									
	Initial	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Trunk Port Termination</u>									
<u>End Office Dedicated DS1</u>									
	Initial	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
<u>Tandem Termination DS1</u>									
	Initial	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
<u>Signaling and Database</u>									
SS7 Link		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
STP Port		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<u>Network Interface Device</u>									
NID to NID X- Con	Simple	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID X- Con	Comple Initial	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID X- Con	Comple Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00

UNE Non-Recurring Rates
Mechanized

		Service Order				Channel Connection			
		Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
<u>DNCF (Direct Number Call Forwarding)</u>									
Centrex	Initial	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DID	Initial	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POTS	Initial	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Dedicated Transport</u>									
DS1	Initial	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS3	Initial	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
VG	Initial	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
<u>Optical Carrier Dedicated Transport</u>									
OC3	Initial	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00
	Additional	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00
OC 12	Initial	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00
	Additional	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00
OC 48	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC 192 When Available	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<u>Entrance Facility</u>									
VG	Initial	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
DS1	Initial	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (w/equip)	Initial	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (w/o equip)	Initial	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00

UNE Non-Recurring Rates
Mechanized

		Service Order				Channel Connection			
		Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
<u>Optical Carrier Entrance Facility</u>									
OC 3	Initial	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
	Additional	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
OC 12	Initial	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
	Additional	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
OC 48	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC 192 When available	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<u>Multiplexing</u>									
DS1/DS0		\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
DS3/DS1		\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
<u>Optical Carrier Multiplexing</u>									
OC3 / DS1		\$0.19	\$0.19	\$0.00	\$0.00	\$611.76	\$260.44	\$0.00	\$0.00
OC3 / DS3		\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3 / EC1		\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12/EC1		\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC 12 / DS3		\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC 48 to DS3		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC48 to OC3		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
OC 192 to 1-12 EC1/STS-1 When Available		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<u>Switch Features</u>									
Centrex Station	Initial	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Centrex System		\$0.16	\$0.00	\$0.16	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
Custom Calling	Initial	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hunting	Initial	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Remote Call Forwarding	Initial	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Additional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

UNE Non-Recurring Rates
Mechanized

	Service Order				Channel Connection			
	Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
DSL CAPABLE LOOPS (to be deaveraged into three zones)								
PSD Class #1 Capable Loop								
2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire (copper only facilities) "Symmetric Digital Subscriber Line" ("SDSL")								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #2 Capable Loop								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #3 Capable Loop								
2-Wire Mid-band Symmetric Technology								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
4-Wire Mid-band Symmetric Technology								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #4 Capable Loop								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #5 2-Wire Capable Loop - Asymmetrical Digital Subscriber Line								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
PSD Class #7 2-Wire Capable Loop								
Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

UNE Non-Recurring Rates

Other Non-Recurring Rates

<u>Loop Conditioning</u>	See Att 8, Sec 3.4
<u>Loop Qualification</u>	\$0.00
<u>2-Wire DSL Non-Shielded Cross Connect to Collocation</u>	TBD
<u>4-Wire DSL Non-Shielded Cross Connect to Collocation</u>	TBD
<u>Sub-loop unbundling</u> (all subloops to be deaveraged into three zones)	TBD
<u>Dark Fiber</u>	TBD
<u>Dark Fiber Inquiry</u>	TBD
<u>Customized Routing Option C</u>	ICB

Scenario 1

CLEC leases an EISCC, a Loop and a Network Interface Device (NID) on an individual basis. The EISCC is passed on to the CLEC at the CLEC's collocation cage. Under this approach the CLEC requests that each of the elements ordered should be unbundled. In the TELRIC costs adopted in D.98-02-106, the NID was not separated from the loop. Therefore the service order price for the NID is already captured in the nonrecurring charge for the loop.

CONNECT	EISCC	LOOP	NID	TOTAL
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$2.08	\$76.09	\$0.00	\$78.17
Semi-Mechanized	\$2.08	\$48.48	\$0.00	\$50.56
Mechanized	\$0.17	\$18.72	\$0.00	\$18.89

DISCONNECT	EISCC	LOOP	NID	TOTAL
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$3.30	\$57.51	\$0.00	\$60.81
Semi-Mechanized	\$3.30	\$29.60	\$0.00	\$32.90
Mechanized	\$0.16	\$8.73	\$0.00	\$8.89

08/14/2000

Scenario 2

CLEC leases an EISCC, a Loop and Dedicated Transport. The EISCC is passed on to the CLEC at the CLEC's collocation cage. An additional DS-1 EISCC is passed from the collocation cage to the Dedicated Trunk (Transport). As in Scenario 1, the NID is not unbundled from the Loop and the DS-1 EISCC and Trunk serve 24 voice grade channels.

CONNECT	NID	LOOP	EISCC	DS-1 EISCC	TRUNK	TOTAL
Nonrecurring Charge	SO	NRC	NRC	NRC	NRC	
Manual-FAX	\$0.00	\$76.09	\$2.08	\$2.08	\$140.37	\$220.62
Semi-Mechanized	\$0.00	\$48.48	\$2.08	\$2.08	\$114.28	\$166.92
Fully Mechanized	\$0.00	\$18.72	\$0.17	\$0.17	\$68.35	\$87.41

DISCONNECT	NID	LOOP	EISCC	DS-1 EISCC	TRUNK	TOTAL
Nonrecurring Charge	SO	NRC	NRC	NRC	NRC	
Manual-FAX	\$0.00	\$57.51	\$3.30	\$3.30	\$80.72	\$144.83
Semi-Mechanized	\$0.00	\$29.60	\$3.30	\$3.30	\$54.62	\$90.82
Fully Mechanized	\$0.00	\$8.73	\$0.16	\$0.16	\$36.53	\$45.58

08/14/2000

Scenario 3

A CLEC leases an EISCC, Switching and SS7 Signaling. The EISCC is passed onto the CLEC at the CLEC's collocation cage. The nonrecurring charges for SS7 ports and links are determined on a one-time basis per connection per central office. Pacific only identified semi-mechanized costs for the SS7 port and link.

CONNECT	EISCC	SWITCHING PORT	SS7 PORT	SS7 LINK	TOTAL
Nonrecurring Charge	NRC	NRC	SO	SO	
Manual-FAX	\$2.08	\$59.37	\$41.96	\$35.09	\$138.50
Semi-Mechanized	\$2.08	\$31.65	\$41.96	\$35.09	\$110.78
Fully Mechanized	\$0.17	\$7.98	\$41.96	\$35.09	\$85.20

DISCONNECT	EISCC	SWITCHING PORT	SS7 PORT	SS7 LINK	TOTAL
Nonrecurring Charge	NRC	NRC	SO	SO	
Manual-FAX	\$3.30	\$51.84	\$20.03	\$21.57	\$96.74
Semi-Mechanized	\$3.30	\$24.12	\$20.03	\$21.57	\$69.02
Fully Mechanized	\$0.16	\$4.26	\$20.03	\$21.57	\$46.02

08/14/2000

Scenario 4

CLEC leases an *as is* migration for Loop, NID, Switch Port and Existing Features. Because this is an *as is* migration, there is not an existing collocation cage or EISCC.

Therefore the elements are leased as an existing platform of network elements

CONNECT	LOOP	NID	SWITCH PORT	EXISTING FEATURES	TOTAL
Nonrecurring Charge	SO	SO	SO	SO	
Manual-FAX	\$57.52	\$0.00	\$51.55	\$3.24	\$112.31
Semi-Mechanized	\$29.93	\$0.00	\$23.84	\$3.24	\$57.01
Mechanized	\$0.17	\$0.00	\$0.17	\$0.17	\$0.51

DISCONNECT	LOOP	NID	SWITCH PORT	EXISTING FEATURES	TOTAL
Nonrecurring Charge	SO	SO	SO	SO	
Manual-FAX	\$48.94	\$0.00	\$47.74	\$0.00	\$96.68
Semi-Mechanized	\$21.03	\$0.00	\$20.03	\$0.00	\$41.06
Mechanized	\$0.17	\$0.00	\$0.17	\$0.00	\$0.34

08/14/2000

Scenario 5

CLEC leases an *as is* migration for Plain Old Telephone Service (POTS) which includes the Loop, NID and, Switch Port. Thereafter the customer changes service from POTS to ISDN service.

CONNECT	LOOP	SWITCH	ISDN	ISDN	TOTAL
LINK		PORT	PORT	LINK	
Nonrecurring Charge	SO	SO	NRC	NRC	
Manual-FAX	\$57.52	\$51.55			\$109.07
Semi-Mechanized	\$29.93	\$23.84			\$53.77
Mechanized	\$0.17	\$0.17			\$0.34

DISCONNECT	LOOP	SWITCH	ISDN	ISDN	TOTAL
LINK		PORT	PORT	LINK	
Nonrecurring Charge	SO	SO	NRC	NRC	
Manual-FAX	\$48.94	\$47.74			\$96.68
Semi-Mechanized	\$21.03	\$20.03			\$41.06
Mechanized	\$0.17	\$0.17			\$0.34

CONNECT		ISDN	ISDN	ISDN	TOTAL
ISDN		PORT	LINK	Features	
Nonrecurring Charge		NRC	NRC	SO	
Manual-FAX		\$89.17	\$81.61	\$3.24	\$170.78
Semi-Mechanized		\$61.45	\$53.65	\$3.24	\$115.10
Mechanized		\$19.98	\$18.72	\$0.17	\$38.70

DISCONNECT		ISDN	ISDN	ISDN	TOTAL
ISDN		PORT	LINK	Features	
Nonrecurring Charge		NRC	NRC	SO	
Manual-FAX		\$59.43	\$58.48	\$0.00	\$117.91
Semi-Mechanized		\$31.71	\$30.14	\$0.00	\$61.85
Mechanized		\$12.17	\$8.73	\$0.00	\$20.90

08/14/2000

Scenario 6

CLEC leases an extended link which is comprised of a Loop, Digital Cross Connect System (DCS), and Dedicated DS-1 Transport. This is a custom combination, thus the sum of the stand-alone NRC approach is used to calculate final nonrecurring charges.

CONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOP	CONNECT	TRANSPORT	
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$76.09	\$81.15	\$140.37	\$297.61
Semi-Mechanized	\$48.48	\$81.15	\$114.28	\$243.91
Mechanized	\$18.72	\$80.28	\$68.35	\$167.35

DISCONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOP	CONNECT	TRANSPORT	
Nonrecurring Charge	NRC	NRC	NRC	
Manual-FAX	\$57.51	\$40.19	\$80.72	\$178.42
Semi-Mechanized	\$29.30	\$40.19	\$54.62	\$124.11
Mechanized	\$8.73	\$36.30	\$36.53	\$81.56

08/14/2000

Scenario 6A

CLEC leases an extended link which is comprised of a Loop, Digital Cross Connect System (DCS), and Dedicated DS-1 Transport. In this case, the extended link is an “as is” migration, thus the sum of the service order approach is used to calculate final nonrecurring charges.

CONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOP	CONNECT	TRANSPORT	
Nonrecurring Charge	SO	SO	SO	
Manual-FAX	\$57.52	\$4.05	\$72.74	\$134.31
Semi-Mechanized	\$29.93	\$4.05	\$46.65	\$80.63
Mechanized	\$0.17	\$0.17	\$0.73	\$1.07

DISCONNECT		DIGITAL CROSS	DEDICATED	TOTAL
	LOOPS	CONNECTS	TRANSPORT	
Nonrecurring Charge	SO	SO	SO	
Manual-FAX	\$48.94	\$4.05	\$44.91	\$97.90
Semi-Mechanized	\$21.03	\$4.05	\$18.81	\$43.89
Mechanized	\$0.17	\$0.17	\$0.73	\$1.07

08/14/2000

Scenario 7

CLEC leases an extended link which is comprised of a DS-1 Loop and Dedicated DS-1 Transport. This is also a custom combination, thus the sum of the stand-alone NRC approach is used to calculate final nonrecurring charges.

CONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	NRC	NRC	
Manual-FAX	\$167.65	\$140.37	\$308.02
Semi-Mechanized	\$139.68	\$114.28	\$253.96
Mechanized	\$104.74	\$68.35	\$173.09

DISCONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	NRC	NRC	
Manual-FAX	\$63.34	\$80.72	\$144.06
Semi-Mechanized	\$35.02	\$54.62	\$89.64
Mechanized	\$13.60	\$36.53	\$50.13

08/14/2000

Scenario 7A

CLEC leases an extended link which is comprised of a DS-1 Loop and Dedicated DS-1 Transport. In this case the Extended Link is an “as is” migration, thus the sum of the stand-alone service order approach is used to calculate final nonrecurring charges.

CONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	SO	SO	
Manual-FAX	\$63.06	\$72.74	\$135.80
Semi-Mechanized	\$35.09	\$46.65	\$81.74
Mechanized	\$0.17	\$0.73	\$0.90

DISCONNECT	DS-1	DEDICATED	TOTAL
	LOOP	TRANSPORT	
Nonrecurring Charge	SO	SO	
Manual-FAX	\$49.91	\$44.91	\$94.82
Semi-Mechanized	\$21.03	\$18.81	\$39.84
Mechanized	\$0.17	\$0.73	\$0.90

Key

NRC = Full Stand Alone Nonrecurring Charge Which Includes Service Order and Channel Connect (i.e. Provisioning and Maintenance) Charges

SO = Service Order Charges Only And Is Used To Estimate Nonrecurring Charges Under The Sum Of The Service Order Approach.

08/14/2000

RATES FOR PHYSICAL COLLOCATION

ATTACHMENT 8

Appendix B

08/14/2000

Cage construction	NON-Recurring	Unit (If Not Total)	RECURRING	Unit (If Not Total)
Planning	\$ 3,584.48	Per Request	\$ 17.30	Per 100 Sq.Ft. Cage
Planning	\$ 1,240.78	Per Subsequent Request (Cabling Only)		
Grounding	\$ -		\$ 5.01	Per 100 Sq.Ft. Cage
Cage Prep.	\$ -		\$ 62.72	Per 100 Sq.Ft. Cage
HVAC	\$ -		\$ 5.55	Per 10 AMPS
Land & Building	\$ -		\$ 1,211.67	Per 100 Sq.Ft. Cage
Cable Racking	\$ -		\$ 25.59	Per 100 Sq.Ft. Cage
Entrance Fiber	\$ 1,107.76	Per Cable	\$ 2.57	Per Cable
Power Delivery	\$ 172.86	Per 40 AMP		
	\$ 225.47	Per 100 AMP		
	\$ 293.87	Per 200 AMP		
Power Consumption				
DC Plant			\$ 5.70	Per AMP
AC Usage			\$ 4.70	Per AMP
Optical Circuits				
Connection to FDF	\$ 2,656.01	Per Cable	\$ 7.78	Per Cable
Physical to Physical Connection				
Cable Racking & Hole for Optical			\$ 0.79	Per Cable
Cable Racking & Hole for DS1 or DS3			\$ 0.71	Per Cable
Connection for DS1	\$ 1,439.70	Per 28 Ckt.		
Connection for DS3	\$ 367.90	Per 1 Ckt.		
Connection for Optical	\$ 2,306.54	Per Cable		
Security Access				
Security Access Cards	\$ 93.95	Per Request (5 Cards)		
Entrance Fiber Structure Tariff				
Structure Charge			\$ 0.0186	Per Ft. Innerduct

RATES FOR COMMON COLLOCATION

ATTACHMENT 8
Appendix B
08/14/2000

Cage Construction	NON-Recurring	Unit (If Not Total)	RECURRING	Unit (If Not Total)
Planning	\$ 3,033.02	Per Request	\$ 0.81	Per Linear Ft. of Rack Space
Planning	\$ 1,240.78	Subsequent Request (Cabling Only)		
Grounding	\$ -		\$ 0.24	Per Linear Ft. of Relay Rack Space
Cage Prep.	\$ -		\$ 2.36	Per Linear Ft. of Relay Rack Space
HVAC	\$ -		\$ 5.55	Per 10 AMPS
Land & Building	\$ -		\$ 56.28	Per Linear Ft. of Relay Rack Space
Cable Racking	\$ -		\$ 4.05	Per Linear Ft. of Relay Rack Space
Entrance Fiber	\$ 1,107.76	Per Cable	\$ 2.57	Per Cable
Power Delivery	\$ 172.86	Per 40 AMP		
	\$ 225.47	Per 100 AMP		
	\$ 293.87	Per 200 AMP		
Power Consumption				
DC Plant			\$ 5.70	Per AMP
AC Usage			\$ 4.70	Per AMP
Optical Circuits				
Connection to FDF	\$ 2,656.01	Per Cable	\$ 7.78	Per Cable
Security Access				
Security Access Cards	\$ 93.95	Per Request (5 Cards)		
Entrance Fiber Structure Tariff				
Structure Charge			\$ 0.0186	Per Ft. Innerduct

RATES FOR VIRTUAL COLLOCATION

ATTACHMENT 8
Appendix B
08/14/2000

Virtual Collocation	NON-Recurring	Unit (If Not Total)	RECURRING	Unit (If Not Total)
Planning	\$ 4,549.54	Per Request	\$ -	
Planning	\$ 1,378.65	Per Subsequent Request (Cabling Only)		
HVAC			\$ 5.55	Per 10 AMPS
Land & Building			\$ 14.88	Per 1/4 of Rack Floor Area & Common Area
Relay Rack			\$ 2.50	Per 1/4 of Rack
Entrance Fiber	\$ 1,107.76	Per Cable	\$ 13.46	Per Cable
Power Delivery			\$ 0.07	Per 1/4 of Rack
Power Consumption				
DC Plant			\$ 6.08	Per AMP
AC Usage			\$ 4.70	Per AMP
Optical Circuits				
Connection to FDF	\$ 2,306.54	Per Cable	\$ 7.78	Per Cable
Virtual to Virtual Connection				
Cable Racking for Optical			\$ 0.23	Per Cable
Cable Racking for DS1 or DS3			\$ 0.19	Per Cable
Connection for DS1	\$ 567.15	Per 28 Ckt.		
Connection for DS3	\$ 144.93	Per 1 Ckt.		
Connection to Optical	\$ 908.64	Per Cable		
Entrance Fiber Structure Tariff				
Structure Charge			\$ 0.0186	Per Ft. Innerduct
Equipment Maintenance and Security Escort				
Central Office Type	Initial Charge (Hours)	Subsequent Charge (Hours)		
Staffed CO During Attended Hours	\$ 0.25	0.25	Per Request Response Time 1 Hr.	Equipment Mtce. Labor Rates = \$54.26 Per Hour Sec. Escort Labor Rate = \$52.62 Per Hour
Staffed CO During Unattended Hours	\$ 4.00	0.25	Per Request Response Time 4 Hrs.	Equipment Mtce. Labor Rates = \$54.26 Per Hour Sec. Escort Labor Rate = \$52.62 Per Hour
Not Staffed CO During Normal Business Day	\$ 0.25	0.25	Per Request Response Time 2 Hrs.	Equipment Mtce. Labor Rates = \$54.26 Per Hour Sec. Escort Labor Rate = \$52.62 Per Hour
Not Staffed CO During Non-Normal Business Day	\$ 4.00	0.25	Per Request Response Time 4 Hrs.	Equipment Mtce. Labor Rates = \$54.26 Per Hour Sec. Escort Labor Rate = \$52.62 Per Hour

RATES FOR CAGELESS COLLOCATION

ATTACHMENT 8
Appendix B
08/14/2000

Cageless Collocation	NON-Recurring	Unit (If Not Total)	RECURRING	Unit (If Not Total)
Planning	\$ 4,549.54	Per Request	\$ -	
Planning	\$ 1,378.65	Per Subsequent Request (Cabling Only)		
HVAC			\$ 5.55	Per 10 AMPS
Land & Building			\$ 14.88	Per 1/4 of Rack Floor Area & Common Area
Relay Rack			\$ 2.50	Per 1/4 of Rack
Entrance Fiber	\$ 1,107.76	Per Cable	\$ 13.46	Per Cable
Power Delivery			\$ 0.07	Per 1/4 of Rack
Power Consumption				
DC Plant			\$ 6.08	Per AMP
AC Usage			\$ 4.70	Per AMP
Optical Circuits				
Connection to FDF	\$ 2,306.54	Per Cable	\$ 7.78	Per Cable
Virtual to Virtual Connection				
Cable Racking for Optical			\$ 0.23	Per Cable
Cable Racking for DS1 or DS3			\$ 0.19	Per Cable
Connection for DS1	\$ 567.15	Per 28 Ckt.		
Connection for DS3	\$ 144.93	Per 1 Ckt.		
Connection to Optical	\$ 908.64	Per Cable		
Entrance Fiber Structure Tariff				
Structure Charge			\$ 0.0186	Per Ft. Innerduct
Equipment Maintenance and Security Escort				
Central Office Type	Initial Charge (Hours)	Subsequent Charge (Hours)		
Staffed CO During Attended Hours	\$ 0.25	0.25	Per Request Response Time 1 Hr.	Equipment Mtce. Labor Rates = \$54.26 Per Hour Sec. Escort Labor Rate = \$52.62 Per Hour
Staffed CO During Unattended Hours	\$ 4.00	0.25	Per Request Response Time 4 Hrs.	Equipment Mtce. Labor Rates = \$54.26 Per Hour Sec. Escort Labor Rate = \$52.62 Per Hour
Not Staffed CO During Normal Business Day	\$ 0.25	0.25	Per Request Response Time 2 Hrs.	Equipment Mtce. Labor Rates = \$54.26 Per Hour Sec. Escort Labor Rate = \$52.62 Per Hour
Not Staffed CO During Non-Normal Business Day	\$ 4.00	0.25	Per Request Response Time 4 Hrs.	Equipment Mtce. Labor Rates = \$54.26 Per Hour Sec. Escort Labor Rate = \$52.62 Per Hour

RATES FOR ADJACENT ON SITE COLLOCATION

ATTACHMENT 8

Appendix B

08/14/2000

Element	NON-Recurring	Unit (If Not Total)	RECURRING	Unit (If Not Total)
Planning	\$ 6,203.91	Per Request		
Planning	\$ 1,240.78	Per Subsequent Request (Cabling Only)		
Land & Building	\$ -		\$ 0.46	Per Square Foot
Entrance Fiber	\$ 1,204.09	Per Cable	\$ 2.55	Per Cable
Racking			\$ 1.79	Per Rack
Racking	\$ 299.71	Per Rack	\$ 22.44	Per Rack
Cable Entrance	\$ 858.22	Per Wall Opening		
Power Delivery				
200 AMP Power Cables	\$ 6,135.03	Per 200 AMP Service	\$ 14.98	Per 200 AMP Service
400 AMP Power Cables	\$ 11,913.08	Per 400 AMP Service	\$ 29.98	Per 400 AMP Service
600 AMP Power Cables	\$ 15,740.21	Per 600 AMP Service	\$ 31.63	Per 600 AMP Service
800 AMP Power Cables	\$ 23,431.83	Per 800 AMP Service	\$ 47.45	Per 800 AMP Service
Racking	\$ 301.51	Per Service Establishment	\$ 32.28	Per DC Power Service Feed
Cable Entrance	\$ 723.87	Per Service Establishment		
Power Consumption				
DC Plant			\$ 4.89	Per AMP
AC Usage			\$ 4.70	Per AMP
Optical Circuits				
Connection to FDF	\$ 2,949.57	Per Cable	\$ 7.81	Per Cable
Racking			\$ 0.71	Per Cable
Voice Grade Circuits				
Connection to MDF	\$ 1,078.75	Per 100 Circuits	\$ 5.90	Per 100 Circuits
Racking			\$ 0.50	Per 100 Circuits
Racking	\$ 304.52	Per Rack	\$ 32.58	Per Rack
DS-1 Circuits				
Connection to DCS	\$ 1,841.07	Per 28 Circuits	\$ 278.73	Per 28 Circuits
Connection to DSX	\$ 1,841.07	Per 28 Circuits	\$ 13.73	Per 28 Circuits
Racking			\$ 0.58	Per 28 Circuits
DS-3 Circuits				
Connection to DCS	\$ 470.47	Per 1 Circuit	\$ 69.88	Per 1 Circuit
Connection to DSX	\$ 470.47	Per 1 Circuit	\$ 12.04	Per 1 Circuit
Racking			\$ 0.58	Per 1 Circuit
Entrance Fiber				
Structure Tariff				
Structure Charge			\$ 0.0186	Per Ft. Innerduct

RATES FOR ADJACENT OFF SITE COLLOCATION

ATTACHMENT 8

Appendix B

08/14/2000

Element	NON-Recurring	Unit (If Not Total)	RECURRING	Unit (If Not Total)
Planning	\$ 1,295.58	Per Request		
Optical Circuits				
Connection to FDF	\$ 2,740.01	Per Cable	\$ 8.56	Per Cable
Voice Grade Circuits				
Connection to MDF	\$ 481.64	Per 900 Circuits	\$ 324.89	Per 900 Circuits
DS-1 Circuits				
Connection to MDF	\$ 481.64	Per 450 Circuits	\$ 324.89	Per 450 Circuits
Connection to DCS	\$ 1,439.70	Per 28 Circuits	\$ 278.72	Per 28 Circuits
Connection to DSX	\$ 1,439.70	Per 28 Circuits	\$ 13.71	Per 28 Circuits
Structure Tariff				
Structure Charge			\$ 0.0186	Per Ft. Innerduct

MISCELLANEOUS RATES

1. Miscellaneous Charges Related to Resale Service

1.1 Traffic Alert Referral Service (TARS) -TBD

1.2 Repair Transfer Service (RTS) -

<u>Change Request</u>	<u>Rate</u>
Recorded Name Announcement	\$2,300.00
800/888 Telephone Number	\$ 750.00
Name Announcement & Tele Number	\$2,400.00

1.3 Warm line (Operator) transfer - The rates specified in PACIFIC Cal. P.U.C. Tariff 175-T, Section 6.8.2 (G) shall apply.

1.4 Resale Conversion Charge - The rates specified PACIFIC's Cal. PUC 175-T, Section 18.13.4 shall apply on a per billable telephone number basis.

2. Miscellaneous Charges Related to Directories and Directory Listings

2.1 Access to Directory Assistance Database Listings - See Section 11.2 of Attachment 8.

2.2 The following rates apply for enhanced listings in PACIFIC's white pages directories.

	Monthly Rate	One-Time Service Charge
	-----	-----
Lines of Information in Addition to Basic Listings		
Business	\$1.75	\$7.00
Residence	\$0.85	\$5.00
Caption Listing		
Business	\$0.00	\$7.00
Residence	\$0.00	\$5.00
Alternate User Listing (each listing)	\$1.50	\$7.00

2.3 Bulk delivery of directories – TBD.

3. Miscellaneous Charges Related to Local Interconnection Services
 - 3.1 Transit Rate – See Section 5.4 of Attachment 8.
 - 3.2 Space License Fees payable by PACIFIC – See Section 5.2.1 of Attachment 8.
4. Intentionally omitted.
5. Other Miscellaneous Rates.
 - 5.1 Interim NXX Migration Charge to be paid by the Party to whom an entire NXX is migrated – \$7,500.00. (See Attachment 15, Section 14.7.1)
 - 5.2 Local Disconnect Report (LDR) per Working Telephone Number (WTN) – TBD. (See Attachment 9, Section 6.3.)
 - 5.3 Customer Billing Charge – See Attachment 14, Exhibit A of Appendix II.
 - 5.4 Pacific Billing Charge - See Attachment 14, Exhibit A of Appendix II.
 - 5.5 Pacific Settlement Charge - See Attachment 14, Exhibit A of Appendix II.

08/14/2000

Reciprocal Compensation Rate Elements

1. Tandem Switching – For Local Calls terminated by either Party, this element is applicable when the terminating Party provides the tandem switching function.
 - (i) Setup per attempt or completed message at the rates specified in Appendix A-1, and
 - (ii) Holding time per MOU at the rates specified in Appendix A-1.

2. Common Transport - For Local Calls terminated by either Party, this element is applicable when the terminating Party provides the tandem switching function and transmission facilities between a local tandem and an end office subtending that tandem.
 - (i) Fixed Mileage at the rates specified in Appendix A-1, and
 - (ii) Variable Mileage at the rates specified in Appendix A-1.

3. Local Switching - Interoffice Terminating – This element applies to all Local Calls terminated by a Party.
 - (i) Setup per call at the rates specified in Appendix A-1; and
 - (ii) Holding time per MOU at the rates specified in Appendix A-1.

08/14/2000

Rates for 911 Arrangements

When AT&T orders 911 arrangements as a facilities based carrier, Pacific's tariff rates shall apply as set forth in Pacific's Schedule CAL PUC A9, Section 9.2, except for E911 trunks which are addressed below. These rates will be used on an interim basis. These rates shall remain in effect until the Commission adopts different rates in any proceeding subsequent to the Effective Date of this Agreement. Once such Commission-determined rates are adopted, said rates will be substituted for the interim rates and shall apply for the remainder of the Term of this Agreement, subject to Section 19 of Attachment 8.

AT&T may, at its option, obtain E911 trunks for connectivity to PACIFIC's E911 selective routers by ordering E911 trunks from Pacific's CAL PUC Schedule A9, Section 9.2, or by ordering Unbundled Dedicated Transport under this Agreement at the rates set forth in Appendix A-1 on an interim basis until the Commission adopts a final rate.

The interim rate for DBMS corrections made by PACIFIC's Data Integrity Unit (DIU) is set forth in Pacific's Schedule CAL PUC A9, Section 9.2.5.

OSS Training Rates

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

Operator Services (when not provided as a UNE):

Fully Automated Call Processing		
Call Completion LATA Wide - Per MOU		\$0.00436
Rate per completed automated call		\$0.09381
Operator - Assisted Call Processing		
Call Completion LATA Wide - Per MOU		\$0.00436
Operator Assisted Call Processing (Per work second)		\$0.02967
Call Branding		
Establish/Change Branding Announcement (Per TOPS - Switch)		\$447.96 NRC
Operator Services rate/reference information		
Rate per initial load		TBD
Rate per subsequent rate change		TBD
Rate per subsequent reference change		TBD
OA/DA Trunks		
Trunk installation per trunk - initial		\$500.00 NRC
Trunk installation per trunk - additional		184.00 NRC
BLV/I Trunks		
Trunk installation per trunk - initial		\$500.00 NRC
Trunk installation per trunk - additional		184.00 NRC

Directory Assistance (when not provided as a UNE):

Directory Assistance		
Rate per call		IEC DA Rate in Pacific Bell Schedule Cal.P.U.C D-5, Section 5
Express Call Completion		
Rate per call		\$0.14516
Call Completion LATA Wide - Per MOU		\$0.00436
Directory Assistance (nationwide listing service)		
Rate per call		\$0.82

08/14/2000

Call Branding
Establish/Change Branding Announcement
(Per TOPS - Switch) \$447.96 NRC

DA rate/reference information
Rate per initial load TBD
Rate per subsequent rate change TBD
Rate per subsequent reference change TBD

ATTACHMENT 9

ACCESS TO OPERATIONS SUPPORT SYSTEMS AND RELATED FUNCTIONS

08/14/2000

ATTACHMENT 9
ACCESS TO OPERATIONS SUPPORT SYSTEMS AND RELATED FUNCTIONS

1. GENERAL CONDITIONS

1.1 This Attachment sets forth the terms and conditions under which PACIFIC will provide access to PACIFIC's operations support systems (OSS) interfaces and access to the related functions of pre-ordering, ordering, order statusing, maintenance, billing, provision of customer usage data, and account maintenance. PACIFIC's OSS systems for these functions (hereinafter "the Interfaces") are:

OSS Interface
EDI/CORBA Pre-Ordering
DataGate
Verigate
EDI Ordering
LEX
CESAR
PBSM
Electronic Bonding Interface (EBI)
POS
Order Status
E911 MS Gateway
Billing Interface to CABS
Billing (EDI 811)
Daily Usage File
CARE
Trouble Administration

1.2 For Resale and UNE services not supported via an electronic interface for the preorder, ordering and provisioning processes, PACIFIC and AT&T will use manual processes. Should PACIFIC develop electronic interfaces for these functions for itself, PACIFIC will offer electronic access to AT&T.

1.3 When PACIFIC introduces electronic interfaces, in accordance with the change management process referenced in Section 1.11 below, those interfaces will be deemed automatically added to this Attachment, upon request of AT&T and subject to adoption of appropriate amendments to cover Commission approved charges, if any, and any unique terms and conditions as described below. Prior to introducing a new interface, PACIFIC shall notify AT&T if PACIFIC believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. PACIFIC shall use its good faith reasonable efforts to notify

AT&T and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

At a minimum, PACIFIC shall use its good faith reasonable efforts to propose the essential terms and conditions to AT&T at least three (3) months prior to the scheduled release date for the new interface.

If, for any reason, the Parties are unable to reach agreement on the amendment in time for the amendment to become effective (under Commission rules) on or before the date that the new interface is scheduled to be available for use by CLECs, then, at AT&T's option, AT&T may agree to PACIFIC's proposed amendment on an interim basis with a retroactive true-up to the effective date of such interim amendment based upon the final amendment that subsequently becomes effective between the Parties.

When PACIFIC retires Interfaces in accordance with the change management process referenced in Section 1.11 below, those Interfaces will be deemed automatically deleted from this Attachment.

- 1.4 In addition to the electronic Interfaces, PACIFIC shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via PACIFIC's Local Service Center, and for repair and maintenance functions through PACIFIC's Local Operations Center. AT&T shall use its best efforts to utilize these electronic Interfaces. However, should AT&T use manual processes, AT&T shall pay PACIFIC the additional charges associated with these manual processes, as set forth in Attachment 8.
- 1.5 AT&T agrees to utilize the Interfaces described herein only for the purposes of establishing and maintaining Resale Services, UNEs, including combinations to the extent provided under this Agreement, number portability and interconnection services from PACIFIC. The Alternative Dispute Resolution (ADR) process set forth in Attachment 3 shall apply to any disputes which arise under this Attachment 9, including any alleged non-compliance with PACIFIC's security guidelines.
- 1.6 AT&T's access to pre-order functions described in 2.1.2 will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's end-user where AT&T has obtained an authorization for release of CPNI from the end user and has obtained an authorization to become the end user'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 PACIFIC

features and services subscribed to by customer. The following additional terms shall apply to CLEC's access:

- 1.6.1 For business customers, prior to accessing such information, AT&T shall provide PACIFIC 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, AT&T shall have obtained an authorization to become the end user's local service provider. AT&T shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder).
- 1.6.2 For residence customers, prior to accessing such information, AT&T 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, AT&T shall have obtained an authorization to become the end user's local service provider. Accessing such information by AT&T shall constitute certification that AT&T is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. AT&T shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). AT&T agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a residence customer or governmental entity against PACIFIC or AT&T under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by AT&T of this section.
- 1.7 PACIFIC will provide AT&T with access to the Interfaces during the hours described in the summary description of each Interface, except for scheduled maintenance. All hours shown are in Pacific time. PACIFIC shall provide AT&T a minimum of 15 days advance notice of any scheduled maintenance.
- 1.8 PACIFIC shall provide support for the Interfaces described in this Attachment. AT&T will provide a single point of contact for issues related to the Interfaces. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. PACIFIC shall list the business days and hours for each call center in PACIFIC's CLEC Handbook and notice any changes via Accessible Letter. Minimum hours of operation for each center (all hours shown are in Pacific time) shall be:

08/14/2000

IS Call Center: 7 days per week, 24 hours per day

LSC, including OSS Help Desk: Monday through Friday, excluding
Holidays, 8:00 AM to 5:00 PM

LOC – Maintenance: 7 days per week, 24 hours per day

LOC – Provisioning: Monday through Friday, excluding Holidays, 8:00 AM
to 5:00 PM

AT&T shall ensure adequate coverage in its service centers during these
minimum hours.

- 1.9 Intentionally Omitted.
- 1.10 PACIFIC and AT&T will establish contingency and disaster recovery plans for the Interfaces and related functions.
- 1.11 The Parties will follow the documented guidelines of change management (“Change Management Process”) developed in the OSS OII proceedings and set forth in the document entitled “Pacific Bell – Competitive Local Exchange Carrier (CLEC) Interface Change Management Process (04/28/99 Version)”, as the same may be modified from time to time in accordance with the change management principles. That document (or any successor), as it may be modified from time to time, is incorporated into this Agreement by reference as is fully set forth herein. (Reference to be changed to SBC 8-State Change Management Process Document when effective.)
- 1.12 The service performance measures and financial remedies applicable to the Interfaces and related functions are set forth, or referenced, in Section 14 of the Preface (General Terms and Conditions) of this Agreement.
- 1.13 PACIFIC will recognize AT&T as the customer of record of all services ordered by AT&T and will send all notices, invoices and pertinent information directly to AT&T. Except as otherwise specifically provided in this Agreement, AT&T shall be the single point of contact for all AT&T End Users whose service is based in whole or in part on services offered under this Agreement.
- 1.14 Each Party shall refer all questions regarding the other Party’s service or product directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party’s services: (i) provide such numbers to callers who inquire about the other Party’s services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.
- 1.15 Each Party will abide by applicable state or federal laws and regulations in obtaining End User authorization prior to changing End User’s local

08/14/2000

service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. If an End User initiates a challenge to a change in its local exchange service provider, or if otherwise required by law or a regulatory authority, the Parties shall cooperate in providing each other information about the End User's authorization for the change.

- 1.16 When PACIFIC believes an AT&T End User has abandoned the premises, PACIFIC shall notify AT&T. AT&T shall investigate and respond to PACIFIC within 24 hours. If AT&T does not respond within 24 hours, PACIFIC is free to reclaim the facilities from AT&T for use by another customer and is free to issue service orders required to reclaim such facilities.

2. PRE-ORDERING

- 2.1 PACIFIC will provide real time access to pre-order functions to support AT&T's orders placed through the electronic Interfaces or substitute manual processes described herein. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. PACIFIC will make the following pre-order functions available to AT&T:
 - 2.1.1 Features and services available at a valid service address;
 - 2.1.2 Access to certain information from customer service records (CSRs) for PACIFIC retail or resold services. The information will include billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. AT&T agrees to comply with the conditions as described in Section 1.6 of this Attachment;
 - 2.1.3 Telephone number assignment and confirmation;
 - 2.1.4 Service availability dates to the end user;
 - 2.1.5 Information regarding whether dispatch is required;
 - 2.1.6 Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll;
 - 2.1.7 Service address verification; and
 - 2.1.8 Facility availability, loop qualification and loop make-up information, including loop length, presence of bridged taps, repeaters, and loading coils, etc. This Section 2.1.8 shall apply only to AT&T orders for unbundled loops or loop combinations.

08/14/2000

2.2 Electronic Access to Pre-Order Functions

2.2.1 DataGate is a transaction-based data query system used for application to application access to pre-order information and uses Transmission Control Protocol/Internet Protocol (TCP/IP). This allows AT&T to develop its own user interface for pre-order inquiries when AT&T has authorization to become the end user's local service provider. Minimum hours of operation are:

Monday through Friday, excluding Holidays: 6:00 AM to 11:00 PM
Saturday: 10:00 AM to 11:00 PM
Sunday and Holidays: 10:00 AM to 6:00 PM

2.2.2 Electronic Data Interchange (EDI) is a transaction-based data query system based on the Ordering & Billing Forum (OBF) Pre-Ordering Inquiry Process (POINQP) Transaction Guide. Two formats are available: EDI and Common Object Request Broker Architecture (CORBA). This allows AT&T to develop its own user interface for pre-order inquiries when AT&T has authorization to become the end user's local service provider. Minimum hours of operation are:

Monday through Saturday, excluding Holidays: 5:00 AM to 5:00 PM
Sunday and Holidays: 8:00 AM to 4:00 PM

2.2.3 Verigate is an end-user interface developed by PACIFIC that provides access to the pre-ordering functions using Graphical-User Interface (GUI) technology. Verigate is accessible via Toolbar. Minimum hours of operation are:

Monday through Friday, excluding Holidays: 7:00 AM to 11:00 PM
Saturday: 7:00 AM to 7:00 PM

3. ORDERING/PROVISIONING

- 3.1 PACIFIC will provide access to ordering and statusing functions to support provisioning of services ordered via the Interfaces or substitute manual processes. To order services, AT&T 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 have been reviewed and adopted pursuant to Section 1.11 of this Attachment.
- 3.2 PACIFIC shall provide all provisioning services to AT&T during the same business hours PACIFIC provisions similar services for its end user customers, but at a minimum Monday-Friday, 8:00 a.m. to 5:00 p.m. PACIFIC will provision non-coordinated standalone number portability-only cutovers on Saturdays, 8:00 a.m. to 5:00 p.m. and on Sundays from 8:00 a.m. to 5:00 p.m., except during hours on Sundays when the Regional Service Management System (RSMS) is unavailable due to update or maintenance activity. Provisioning of non-coordinated standalone number portability cutovers on Sundays is subject to AT&T obtaining industry agreement that all carriers will conduct their Local Service Management Systems (LSMS) update or maintenance activity on Sundays during the same maintenance window as the RSMS. Recurring charges for Sunday provisioning of non-coordinated standalone number portability cutovers are set forth in Attachment 8. AT&T agrees to reimburse PACIFIC for reasonable costs incurred in developing the capability for Sunday provisioning of non-coordinated standalone LNP cutovers, as provided in the applicable Bona Fide Request process. Such charges shall be paid, and reimbursed when applicable, as provided in the Bona Fide Request process. If AT&T requests that PACIFIC perform provisioning services or complete service requests at times or on days other than as required in the preceding sentences, PACIFIC shall provide such services at the rates, if any, set forth in Attachment 8.
- 3.3 When an End User changes from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to the End User will provide a referral announcement on the abandoned telephone number. These arrangements will be provided for the same period of time and under the same terms and conditions as such Party provides such arrangements to its existing End Users. Custom messages, extensions in duration, or other special requests are subject to each Party's applicable tariffs.

08/14/2000

- 3.4 When AT&T places an electronic order PACIFIC will provide AT&T with an electronic confirmation notice. The confirmation notice will follow industry-standard formats and contain the PACIFIC commitment date for order completion ("Committed Due Date"). Upon completion of the order, PACIFIC will provide AT&T with an electronic completion notice which follows industry-standard formats and which states when that order was completed.
- 3.5 When AT&T places an electronic order, PACIFIC shall provide electronic notification of any instances when (1) PACIFIC's committed due dates are in jeopardy of not being met by PACIFIC or (2) an order contains rejections/errors in any of the data element(s) fields. PACIFIC shall give such notice as soon as it identifies the jeopardy or reject.
- 3.6 At AT&T's request, PACIFIC will perform acceptance testing with AT&T (including trouble shooting to isolate any problems) to test xDSL, DS1 and DS3 services purchased by AT&T in order to identify any performance problems at turn-up of the service. Acceptance testing is provided at the rates set forth in Attachment 8. Testing of other services shall be as described in Attachment 6 and/or 15.
- 3.7 Where PACIFIC provides installation on behalf of AT&T, PACIFIC shall advise AT&T's End User to notify AT&T immediately if the AT&T End User requests a service change at the time of installation.
- 3.8 PACIFIC will provide AT&T access to the following electronic interfaces for ordering and provisioning:
- 3.8.1 Electronic Data Interchange (EDI) is an application to application interface for transmission of service requests via the Local Service Request (LSR) implemented by PACIFIC based on the Ordering and Billing Forum (OBF) and EDI mapping as defined by TCIF. This allows AT&T to develop its own user interface for placing service requests for Resale and UNE. Minimum hours of operation are:
- Monday through Friday, excluding Holidays: 7:00 AM to 11:00 PM
Saturday: 7:00 AM to 5:00 PM
- 3.8.2 Carrier Enhanced System for Access Requests (CESAR) provides access to ordering functions using the Access Service Request (ASR) for Unbundled Loop, Unbundled Dedicated Transport and Interconnection Trunks. The Interconnection Service Request (ISR), which may be utilized for ordering Unbundled Loop, will only be available until October 2000. Minimum hours of operation are:
- Monday through Friday, excluding Holidays: 7:00 AM to 11:00 PM
Saturday: 7:00 AM to 5:00 PM

08/14/2000

3.8.3 LSR Exchange (LEX) is a Graphical User Interface (GUI) that provides access to the service request functions via the Local Service Request (LSR) implemented by PACIFIC based on the Ordering and Billing Forum (OBF). LEX is accessible via Toolbar. Minimum hours of operation are:

Monday through Friday, excluding Holidays: 7:00 AM to 11:00 PM
Saturday: 7:00 AM to 7:00 PM

3.8.4 Provisioning Order Status (POS) provides current service provisioning information for End User basic services (Resale and UNE). POS is accessible via Toolbar. Minimum hours of operation are:

Monday through Friday, excluding Holidays: 7:00 AM to 11:00 PM
Saturday: 7:00 AM to 7:00 PM

3.8.5 Order Status (OS) provides a read-only view of pending (non-completed) service order records for End User basic services (Resale, UNE and LNP). OS is accessible via Toolbar. Minimum hours of operation are:

Monday through Friday, excluding Holidays: 7:00 AM to 11:00 PM
Saturday: 7:00 AM to 7:00 PM

3.8.6 E911 Gateway allows AT&T to provide updates to the E911 system for AT&T's facilities based services and, at AT&T's option, applicable Unbundled Network Elements. For purposes of making updates, the E911 Gateway is available 24 hours a day, seven days a week. The E911 Gateway also includes a TN Query function, which is available Monday through Friday, 7:00 a.m. to 6:00 p.m.

3.9 Additional Terms for Provisioning

3.9.1 PACIFIC agrees that AT&T may use PACIFIC's Frame Due Time (FDT) process or Coordinated Hot Cut (CHC) process for migration requests on the following types of services: (a) unbundled Loops (b) Loops with LNP, and (c) standalone LNP. AT&T may also use similar processes offered by PACIFIC for other types of services.

3.9.2 AT&T shall order unbundled Loops from PACIFIC by delivering to PACIFIC a valid Local Service Request (LSR), and PACIFIC shall provide AT&T with a Firm Order Confirmation (FOC) and other response notifications as provided for in this Attachment 9.

3.9.3 When submitting the LSR AT&T will specify a desired date and time (the "Frame Due Time") for the coordinated hot cut. If PACIFIC

cannot comply with the request, in its FOC, PACIFIC will designate a due date that PACIFIC commits to meet.

- 3.9.4 AT&T shall send PACIFIC confirmation of the desired cut time at least 48 hours in advance. PACIFIC shall send AT&T confirmation of the cut time, or shall contact AT&T to arrange a mutually agreeable alternative cut time.
- 3.9.5 AT&T shall establish its dial tone on service extended to the AT&T side of the Expanded Interconnection Cross Connect no later than 48 hours before the desired cut time.
- 3.9.6 PACIFIC shall test for dial tone and ANI supplied by the AT&T switch to the designated pair assignment by testing through the tie cable provisioned between PACIFIC's main distribution frame and the AT&T expanded interconnection cross connect. Such pre-testing shall be completed by PACIFIC no later than 24 hours prior to the cut. If PACIFIC finds problems during pre-testing, PACIFIC shall immediately notify AT&T of this finding and work cooperatively with AT&T to rectify the problem.
- 3.9.7 AT&T shall call PACIFIC to initiate the cut within 30 minutes prior to the agreed-to cut time. If AT&T does not call within this time, the cut will be delayed until a future time and/or date agreed-to by both Parties. AT&T will submit a supplemental LSR in a timely manner, if the due date must be changed.
- 3.9.8 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Section 14 of the Preface (General Terms and Conditions) of this Agreement.

4. MAINTENANCE

- 4.1 PACIFIC shall provide maintenance and repair functions (including testing and surveillance for applicable services) for Resale Services, UNE, including combinations to the extent provided under this Agreement, and number portability purchased by AT&T, and shall provide an electronic Interface to permit AT&T to place trouble reports and receive maintenance status updates. Each Party shall make maintenance progress reports and status of repair efforts available to the other Party.
- 4.2 In the event PACIFIC misses a scheduled repair appointment on behalf of AT&T, PACIFIC will notify AT&T via the electronic Interface used to place the trouble report, in parity with notice provided to its own retail End Users.
- 4.3 PACIFIC shall provide repair services to AT&T for AT&T End Users that

08/14/2000

are equal in quality to that which it provides to its own retail End Users. Trouble calls from AT&T shall receive response time priority that is at least equal in quality to that of PACIFIC retail End Users and shall be handled on a "first come first served" basis regardless of whether the End User is an AT&T End User or a PACIFIC End User.

- 4.4 For Resale Services and UNEs provided to AT&T under this Agreement, PACIFIC shall provide AT&T with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures that PACIFIC currently provides for the maintenance of its own network. PACIFIC shall provide AT&T at least ten (10) business days advance notice of any scheduled maintenance activity which may impact AT&T End Users. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls.
- 4.5 For Resale Services and UNEs provided to AT&T under this Agreement, PACIFIC shall advise AT&T of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by PACIFIC on any service, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact AT&T End Users. PACIFIC shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that PACIFIC shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise AT&T promptly of any such actions it takes.
- 4.6 PACIFIC shall provide AT&T with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to AT&T of the existence, location, and source of any emergency network outage potentially affecting an AT&T End User; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all services; (iii) methods and procedures to provide AT&T with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) methods and procedures for reprovisioning of all services after initial restoration; (v) equal priority, as between AT&T End Users and PACIFIC End Users, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed.

- 4.7 Each Party shall establish mutually acceptable methods and procedures for referring callers to the Toll Free number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair.
- 4.8 Maintenance charges for premises visits by PACIFIC technicians shall be billed by PACIFIC to AT&T and not by PACIFIC to AT&T's End User. All forms, business cards or other materials furnished by PACIFIC technicians to AT&T End Users will contain no brand. If the AT&T End User is not at home when the PACIFIC technician arrives, the PACIFIC technician shall leave on the premises "not-at-home" cards that are unbranded but include the contact number for AT&T provided pursuant to section 4.7 of this Attachment. The PACIFIC technician will not leave on the premises a PACIFIC-branded "not-at-home" card.
- 4.9 PACIFIC will provide AT&T access to the following electronic interfaces to place and check the status of trouble reports for Resale, UNE and LNP.
 - 4.9.1 PACIFIC Bell Service Manager (PBSM) allows AT&T to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line. Access to PBSM is available 24 hours a day, seven days a week.
 - 4.9.2 Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. It conforms to guidelines established by ANSI and Electronic Communications Implementation Committee. Access to the EBI is available 24 hours a day, seven days a week.
 - 4.9.3 Trouble Administration, when available, allows AT&T to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line. Trouble Administration is accessible via Toolbar.

5. BILLING AND CUSTOMER USAGE

- 5.1 PACIFIC shall bill AT&T for the services it provides to AT&T and shall send associated billing information to AT&T as necessary to allow AT&T to perform its own billing functions. At minimum PACIFIC will provide AT&T billing information in a paper format or via electronic media, as mutually agreed.
- 5.2 PACIFIC shall make electronic access to billing information for Resale Services available as follows:
 - 5.2.1 AT&T may receive a mechanized bill format using the EDI 811 transaction set.
 - 5.2.2 PACIFIC shall provide AT&T a Usage Extract Feed (Daily Usage

- 5.2.3 AT&T may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill is an electronic bill with the same information as a paper bill, along with various reporting options.
 - 5.3 PACIFIC shall make electronic access to billing information for UNE available as follows:
 - 5.3.1 PACIFIC makes available to AT&T an electronic format bill in Billing Data Tape (BDT) format in accordance with a current CABS Billing Output Specifications (BOS) National Standards release, containing the same information that would appear on a paper bill.
 - 5.3.2 PACIFIC shall provide to AT&T a Usage Extract Feed (Daily Usage File) electronically, on a daily basis, with information on the usage billed to its accounts for UNE in the industry-standard Exchange Message Record (EMR) format.
 - 5.4 Other provisions for the delivery of wholesale bills and customer usage data are covered in Attachments 13 and 14 of this Agreement.
6. LOCAL ACCOUNT MAINTENANCE
- 6.1 As of the Effective Date of this Agreement PACIFIC did not offer local service provider freezes for its End Users. At such time as PACIFIC offers a local service provider freeze to its End Users, PACIFIC shall make freezes available for AT&T's End Users (for which AT&T purchases resale services or UNEs from PACIFIC) on a basis that is at least equal in kind and quality.
 - 6.2 Change in Service Provider
 - 6.2.1 If an End User notifies PACIFIC or AT&T that the End User requests local exchange service from such Party, the Party receiving such request shall be free to immediately provide service to such End User and to use any CPNI of such End User in its possession to provide such service. The currently serving Party shall release customer-specific facilities in accordance with the End User's direction or that of the End User's authorized agent.
 - 6.2.2 When an AT&T End User (for which AT&T purchases resale

services or UNEs from PACIFIC) changes or withdraws authorization to provide service, AT&T shall provide, upon request by PACIFIC, necessary pre-order information to facilitate the prompt release of End User-specific facilities in accordance with the End User's direction or that of the End User's authorized agent (if AT&T has no local service freeze in place for that account). Such pre-order information, provided via AT&T Customer Service Record or some other mutually agreed-upon method, shall include the PACIFIC telephone number (or, if none, the End User's circuit ID), PACIFIC billing account number and any services or features, including listings. The Party or other CLEC authorized to commence service for such End User shall be free to re-use the facilities and issue service orders or Local Service Requests ("LSRs") as required to commence such service and discontinue prior service.

6.2.3 When an AT&T End User (for which AT&T does not purchase resale services or UNEs from PACIFIC) changes or withdraws authorization to provide service, AT&T shall provide, upon request by PACIFIC, necessary pre-order information to facilitate the prompt change for the End User in accordance with the End User's direction or, if AT&T has no local service freeze on the account, that of the End User's authorized agent. Such pre-order information, provided via an AT&T Customer Service Record or some other mutually agreed-upon method, shall include the telephone number(s), AT&T billing account number, and any services or features, including listings.

- 6.3 A PIC capable service is defined as a service that can be pre-subscribed to an intra- or inter-exchange carrier. When an AT&T End User for which PACIFIC is the switch provider has changed to another local service provider, and the End User's service has PIC capability, PACIFIC will notify AT&T using the industry-standard CARE process through CONNECT:Direct. PACIFIC shall notify AT&T of such changes six days a week (Monday through Saturday), via an end-of-day batch feed, within 24 hours of the migration order being completed. PACIFIC will provide this information through a Local Disconnect Report, at the rate set forth in Attachment 8.
- 6.4 PACIFIC and AT&T recognize that PACIFIC has not implemented an industry-standard electronic interface to notify AT&T of a change to another local service provider when the existing service cannot be pre-subscribed to an Intra- or Inter-Exchange Carrier. Examples of Resale and UNE services which do not have PIC capability include but are not limited to, Direct-Inward-Dial (DID) numbers, ports and trunks; Remote Call forwarding lines; and Private Line Services. Additional UNE services that do not have PIC capability include, but are not limited to, unbundled loops. For these services, PACIFIC shall provide loss notification manually (by mail, fax or email). PACIFIC will use the Change Management Process when this capability is offered.

6.5 Change of Preferred InterLATA or IntraLATA Carrier

- 6.5.1 PACIFIC shall accept and process the following types of preferred carrier changes sent by AT&T for End Users subscribing to AT&T local service: (1) intraLATA toll and (2) interLATA toll.
- 6.5.2 When an AT&T End User authorizes a change of one of its preferred carrier designations, AT&T shall notify PACIFIC of this change using a Local Service Request ("LSR") which it will send to PACIFIC over the existing ordering gateway for provisioning local service. PACIFIC will not accept requests to change the PIC on a Resale, UNE Port or UNE Loop with Port Combination service via the CARE process. PACIFIC will follow industry guidelines in rejecting requests received via the CARE process.
- 6.5.3 AT&T acknowledges that these orders shall be processed via LSR Change orders and not the industry-standard PIC change process which is used with retail accounts.

7. REMOTE ACCESS FACILITY

- 7.1. AT&T will access the Interfaces described herein through the PACIFIC Remote Access Facility ("PRAF") via a "port" either through dial-up or direct connection, at AT&T's option; provided, however, that AT&T may, at its option, interface with PACIFIC's EDI ordering application as described in 3.8.1 through SBC's Local Remote Access Facility ("LRAF"). If AT&T chooses to use the LRAF for electronic orders, all AT&T EDI orders must be transmitted to the LRAF and none may be sent via the PRAF.

8. DATA CONNECTION SECURITY REQUIREMENTS

- 8.1 AT&T agrees that interconnection of AT&T data facilities with PACIFIC data facilities for access to OSS will be in compliance with PACIFIC's Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial interconnection. The following additional terms in this Section 8 govern direct and dial up connections between AT&T and the PRAF and LRAF for access to OSS Interfaces.

8.2 Joint Security Requirements.

- 8.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
- 8.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have

08/14/2000

- 8.2.3 Each Party shall notify the other Party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
 - 8.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
 - 8.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the AT&T or PACIFIC network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
 - 8.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 8.3 Additional Responsibilities of Both Parties.
- 8.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of AT&T equipment on PACIFIC's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

08/14/2000

- 8.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
 - 8.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
 - 8.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
 - 8.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
 - 8.3.6 All network-related problems will be managed to resolution by the respective organizations, AT&T or PACIFIC, as appropriate to the ownership of a failed component. As necessary, AT&T and PACIFIC will work together to resolve problems where the responsibility of either Party is not easily identified.
- 8.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel
- 8.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. This summary provides a convenient reference for individuals who are not employees of the Party that

provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to AT&T or PACIFIC, respectively, as the providers of the computer, network or information in question.

- 8.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

8.5 General Policies

- 8.5.1 Each Party's resources are for approved business purposes only.
- 8.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 8.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 8.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 8.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

8.6 User Identification

- 8.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 8.6.2 User identification shall be accomplished by the assignment of a unique, permanent userid, and each userid shall have an associated identification number for security purposes.
- 8.6.3 Userids will be revalidated on a monthly basis.

8.7 User Authentication

- 8.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one time passwords, digital signatures, etc.) may be required in the future.
- 8.7.2 Passwords must not be stored in script files.
- 8.7.3 Passwords must be entered by the user in real time.
- 8.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 8.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 8.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 8.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

8.8 Access and Session Control

- 8.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 8.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

8.9 User Authorization

- 8.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a userid is approved for access to the system.

8.10 Software And Data Integrity

- 8.10.1 Each Party shall use a comparable degree of care to protect the

other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

- 8.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 8.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- 8.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

8.11 Monitoring And Audit

- 8.11.1 To deter unauthorized access events, a warning or no-trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (PACIFIC or AT&T) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

- 8.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

9. COOPERATIVE TESTING AND TRAINING

- 9.1 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.
- 9.2 Prior to live system usage, AT&T will complete user education classes for PACIFIC-provided Interfaces that affect the PACIFIC network. PACIFIC shall provide classes in the train-the-trainer format to enable AT&T to devise

its own course work for its own employees. AT&T agrees that classes on any PACIFIC OSSs prior to general availability of those systems will be pilots and may be conducted on other than the finished systems that will be available to AT&T.

- 9.3 AT&T agrees that personnel from other CLECs may be scheduled into any class to fill any seats not requested by AT&T. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 9.4 Class dates will be based upon AT&T requests and PACIFIC's scheduled availability.
- 9.5 AT&T personnel attending classes shall utilize only training databases and training materials presented to them in class. Attempts to access any other PACIFIC system are strictly prohibited. AT&T also agrees that in training, end user information will be accessed in accordance with the relevant terms of this Attachment governing access to customer information, and changes to end user accounts will be made only on accounts served by AT&T.
- 9.6 AT&T further agrees that training material, manuals and instructor guides are Confidential Information as that term is defined in 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 Attachment. AT&T agrees not to use or disclose the contents of classes or workshops or any training material, manuals or instructor guides for any purpose other than authorized in this Attachment. Audio and video taping of classes is prohibited.
- 9.7 Charges will apply for each class as set forth in Attachment 8. A separate registration form will be required as a commitment to pay for a specific number of AT&T students in each class. AT&T and PACIFIC agree that charges will be billed by PACIFIC in CABS format, when available, and AT&T's payment is due 30 days after receipt of the invoice. AT&T agrees to provide to PACIFIC completed registration forms for each student no later than one week prior to the scheduled training class. AT&T agrees to pay a cancellation fee for the full price noted in the separate agreement if AT&T cancels scheduled classes less than two weeks prior to the scheduled start date. Should PACIFIC cancel a class for which AT&T is registered less than two weeks prior to the scheduled start date of that class, PACIFIC will waive the charges for the rescheduled class of the registered students.
- 9.8 This Agreement supersedes the Memo of Agreement between the Parties concerning OSS training classes, dated November 9, 1998.

10. RATES

As of the Effective Date of this Agreement, there are no charges for access to

PACIFIC's OSS systems. PACIFIC reserves its right to seek Commission approval for recovery of OSS costs, and AT&T reserves its right to challenge such recovery. Both Parties agree to comply with the resulting Commission decision.

AMENDMENT NO. _____

TO THE INTERCONNECTION AGREEMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY

AND

ICG TELECOM GROUP, INC.

WHEREAS, on October 25, 2001, ICG Telecom Group ("CLEC") filed Advice Letter No. 104 seeking to adopt the provisions of the Interconnection Agreement between Pacific Bell Telephone Company ("PACIFIC") and AT&T Communications of California and whereas the parties agreed on November 8, 2001 that the rates, terms and conditions set forth in Attachment 18 to such Agreement relating to reciprocal compensation, including any legitimately related terms should be exempted from the request for adoption.

WHEREAS, PACIFIC and CLEC are hereby filing this Amendment to incorporate rates, terms and conditions relating to intercarrier compensation into the Parties' Interconnection Agreement;

WHEREAS, pursuant to ALJ Resolution 181, this filing will become effective thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended; the rates, however, shall be applicable upon filing of this Amendment.

NOW THEREFORE, the Parties agree as follows:

- I. Attachment 18 of the Agreement is amended as follow to add the following Sections 2 and 3:
2. THIRD-PARTY (TRANSIT) TRAFFIC
 - 2.1 Transit Traffic Service provides the first Party with the ability to use its connection to the second Party's tandem and/or transport facilities for the delivery of calls which originate or terminate with the first Party and terminate to or originate from a carrier other than the second Party, such as another LEC or a wireless carrier.
 - 2.2 PACIFIC shall terminate traffic from third-party LECs, CLCs, or CMRS providers delivered to PACIFIC's network through an AT&T tandem. Transit traffic shall be considered within the scope of forecasting obligations set forth in Section 7 below.

- 2.3 Intentionally omitted.
- 2.4 PACIFIC shall complete traffic delivered from AT&T destined to third-party LECs, CLCs or CMRS providers in the LATA. PACIFIC shall have no responsibility to ensure that any third-party LEC, CLC or CMRS provider will accept such traffic.
- 2.5 PACIFIC shall accept, from any third-party LEC, CLC, or CMRS provider in the LATA, traffic destined to AT&T and shall terminate such traffic to AT&T's network.

3. COMPENSATION FOR CALL TERMINATION

- 3.1 In all cases, Resale Services (whether purchased by AT&T or a third party) provided by PACIFIC will be treated in the same manner as PACIFIC's End User customers for the purposes of call termination charges.
- *3.2 For purposes of compensation under this Agreement, the telecommunications traffic traded between AT&T and PACIFIC will be classified as either Local, Transit, IntraLATA Toll, or InterLATA toll. The Parties agree that, notwithstanding the classification of traffic in this Agreement, either Party is free to define their own "local" calling areas for purposes or its provision of telecommunications services to its end users. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or, unless otherwise provided in the Agreement, over unbundled network elements. AT&T shall not provision Feature Group A services over Pacific's network until compensation arrangements are established.
- 3.3 Intentionally omitted.
- *3.4 The compensation arrangements set forth in this Attachment are not applicable to (i) Exchange Access traffic, (ii) 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 (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.
- *3.5 Reciprocal Compensation applies to traffic terminated at either parties' end office switch. Traffic that is delivered from a DSLAM directly to an ISP and that bypasses the terminating switch is not subject to intercarrier compensation.
- *3.6 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Calls. Such traffic shall be recorded and transmitted to AT&T in accordance with Attachment 13 (Billing and Recording) of this Agreement. Reciprocal compensation for the transport and termination of Local Traffic shall be charged at rates specified in Attachment 8 (Pricing) of this Agreement. Pacific Bell and AT&T shall receive the end-office terminating switching rate for termination of all Local Calls, and the tandem switching and common transport rates when those functions are provided.

- *3.7 Where AT&T provides service to an AT&T Customer using any combination of Network Elements that includes the unbundled local switching Network Element, AT&T will deal directly with a third party carrier for purposes of reciprocal compensation. The following reciprocal compensation terms shall apply in all cases where AT&T purchases PACIFIC's LSNE. These terms and conditions are in addition to the terms and conditions outlined in Attachment 6. Pacific is required to provide AT&T with timely, complete and correct information to enable AT&T to meet the requirements of this section.
 - *3.7.1 For Local intra-switch calls where AT&T has purchased PACIFIC's LSNE, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
 - *3.7.2 For local inter-switch calls where AT&T has purchased PACIFIC's LSNE, and AT&T's end user originates a call that is terminated to a PACIFIC end user, AT&T will pay PACIFIC local switching-interoffice terminating reciprocal compensation.
 - *3.7.3 For local inter-switch calls where AT&T has purchased PACIFIC's LSNE, and PACIFIC's end user originates a call that is terminated to an AT&T end user, PACIFIC will not pay AT&T local switching-interoffice terminating reciprocal compensation, nor will PACIFIC bill AT&T local switching-interoffice terminating for the use of the local switching UNE.
- 3.8. Nothing in this Agreement shall be construed in any way to constrain either Party's choices regarding the size of the local calling areas that it may establish for its customers.
- *3.9 For purposes of the reciprocal compensation provisions of this Agreement, except for traffic that is delivered from a DSLAM directly to an ISP and that bypasses the terminating switch, all traffic that is exchanged between the Parties and that is originated by or terminated to an enhanced service provider shall be settled on the same basis as if such traffic were a voice telephone call. Accordingly, Local Traffic originated by or terminated to any enhanced service provider, including internet service providers, is subject to payment of reciprocal compensation under this Agreement.
- 3.10 Intentionally omitted.
- 3.11 Intentionally omitted.
- *3.12 Neither party shall be prohibited from designating different rating and routing points for the delivery of telephone calls for purposes of providing customers a local presence within a foreign exchange. Calls shall be rated in reference to the rate center of the assigned NXX prefix of the calling and called parties' numbers. PACIFIC is entitled to receive tandem switching and transport compensation for its facilities used in the carriage of traffic from the rate center where the calling

party physically resides to the point of interconnection closest to the switch used for terminating calls to the NXX rate center where the call terminates. This section is applicable only to traffic with disparate rating and routing points. The outcome of the Commission's rulemaking in R.00-02-005 on this issue will be incorporated into this Agreement on a prospective basis.

*3.13 Compensation for terminating IntraLATA Toll Calls is governed by each Party's applicable tariff.

3.14 Intentionally omitted.

3.15 AT&T and PACIFIC may establish meet-point billing ("MPB") arrangements to provide a common transport option to Switched Access customers via an access tandem switch maintained by either Party, in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as may be otherwise agreed in this Agreement. The arrangements described in this Section 3.15 are intended to be used to provide Switched Access service that originates and/or terminates on a telephone exchange service that is provided by either Party, where the transport component of the switched Exchange Access service is routed through a tandem switch that is provided by either Party.

3.16 In each LATA, the Parties shall establish MPB arrangements between the applicable rating point/PACIFIC local serving wire center combinations.

3.17 Interconnection for the MPB arrangement shall occur as outlined in Section 4 (Meet-Point Trunking Arrangements) of this Attachment.

3.18 The rate elements to be billed by each Party are as set forth in Attachment 13 (Billing and Recording) of this Agreement.

3.19 Transit Traffic Compensation:

3.19.1 The Transit Rate element applies when one Party sends Local or IntraLATA Toll traffic to a third party network through the other Party's tandem. The originating Party is responsible for payment of the Transit Rate. The Transit Rate element is only applicable when calls do not terminate to the other Party's End User. The Transit Rate is specified in Attachment 8.

3.19.2 In the event one Party originates traffic that transits the other Party's network to reach a third party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will pay the transiting Party any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic, provided that (i) such charges are no greater than those that would be

imposed or levied on, or incurred by, the transiting Party if such traffic were originated by the transiting Party rather than the other Party, (ii), the transiting Party provides to the originating Party data supporting the transiting Party's belief that the originating Party is responsible for the third party charges and (iii) the transiting Party provides the originating Party with notice of such proposed charges and the opportunity to contest such charges with the third-party carrier prior to making payment. Neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

3.19.3 Subject to section 3.19.6 below, AT&T shall not bill PACIFIC for terminating any Transit traffic, whether identified or unidentified, i.e. whether PACIFIC is sent CPN or is not sent CPN by the originating company. However, in the event AT&T indicates to Pacific that unidentified transit traffic volume has become significant, Pacific agrees to work with AT&T to explore alternatives and to devise a jointly agreed approach to minimizing the amount of unidentified transit traffic.

3.19.3.1 The transiting Party will pass the original and true CPN if it is received from the originating third party.

3.19.4 Consistent with the requirements of Attachment 13 (Billing and Recording) of this Agreement, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party. Where available, each Party agrees to forward to the other with each call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call.

3.19.5 Intentionally omitted.

3.19.6 Where the Parties are performing a transiting function as defined in Section 2.1 above and AT&T is a PACIFIC LSNE user, the transiting Party will pass the original and true CPN if it is received from the originating carrier. The transiting Party will also provide records in accordance with Attachment 14, including providing the OCN of the originating third party carrier to the terminating Party. In the event that the originating OCN is not included in the records provided to AT&T from PACIFIC, PACIFIC will be billed for termination of calls on a default basis.

- 3.19.7 Meet-Point Billing compensation arrangements are described in Attachment 13 (Billing and Recording), Section 8.
- 3.19.8 The Parties expect that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate TCAP message to facilitate full interoperability of those services supported by ILEC and billing functions. PACIFIC agrees to ensure that AT&T receives, in accordance with the record transfer provisions of Attachment 14 (Provision of Customer Usage Data) of this Agreement, equivalent information on all calls that are originated by any other LEC, CLC or CMRS provider with which PACIFIC interconnects and which are subsequently terminated to AT&T.
- 3.19.9 AT&T may, in its sole discretion, offer Transit Traffic services to PACIFIC or other third parties that originate or terminate Transit Traffic. Compensation arrangements for such services shall be comparable to those applicable to Transit Traffic services provided by PACIFIC.
- 3.20 For intraLATA Toll Free Service (8YY) calls where such service is provided by one of the Parties, the compensation set forth in this Section 3, shall be charged to the 800 service provider terminating the call.
- 3.20.1 Only queried intraLATA 800 traffic shall be delivered to PACIFIC over the Local intraLATA Trunks. If the queried 800 traffic is determined to be InterLATA than the traffic must be delivered over the Meet Point Trunks/800 Trunks. If PACIFIC performs the 800 query function, the Traffic shall be delivered to PACIFIC over the Meet Point Trunks/800 Trunks. If the Local/intraLATA Trunks are used and Requesting Carrier performs the 800 query function, the intraLATA 800 Traffic will be recorded as interconnection.
- *3.20.2 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. 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.
- 3.20.3 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating 800 service provider, regardless of which Party performs the 800 query.

- 3.21 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. Either Party may request the exchange of originating EMI records in order to bill the other Party terminating minutes of use. The Parties agree to cooperate in the exchange of the records if so requested.
- 3.22 Measurement of minutes of use over Interconnection Trunk groups shall be in actual conversation seconds based upon a tenth of a second increment. The total conversation seconds over each individual trunk group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- *3.23 For those usage based charges where actual charge information is not determinable by PACIFIC because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges. PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
- 3.24 AT&T will pay the rates for SS7 CCS interconnection as specified in Attachment 8. The Parties will exchange TCAP messages to facilitate full interoperability of CCS-based features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided, including CPN. All privacy indicators will be honored. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.
- 3.25 For 976 or California 900 calls (those 900 NXXs shown in the LERG as PACIFIC's 900 NXXs), AT&T shall deliver calls originated over AT&T-provided exchange services to the Local Interconnection Trunk groups. The Parties have separately reached agreement on the rating and billing of such calls.

II. Section 5 of Attachment 18 of the Agreement is amended as follows:

- 5.1 AT&T and PACIFIC agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) 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 Atlanta, Georgia for AT&T and

San Francisco for PACIFIC). Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) 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.

5.2 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).

5.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

*5.4 Where SS7 connections exist, 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.

III. The Parties acknowledge and agree that this Amendment incorporates certain provisions, specifically Sections 3.2, 3.4, 3.5, 3.6, 3.7, 3.7.1, 3.7.2, 3.7.3, 3.9, 3.12, 3.13, 3.20.2, 3.23, and 5.4 as set forth above and noted with asterices, ("the Non-Voluntary Terms") into the Agreement that were ordered by the California Public Utilities Commissions Decision in the *Application by AT&T Communications of California, Inc., et al. (U 5002 C) for Arbitration of an Interconnection Agreement with Pacific Bell Telephone Company (U 1001 C) Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Decision 00-08-011, of August 3, 2000 ("Decision") and are being provided to CLEC solely as a result of such Decision. The Parties further acknowledge and agree that the Non-Voluntary Terms in this Agreement are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). In the event that any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies such Decision or otherwise affects such Non-Voluntary Terms, either Party may, by providing written notice to the other Party, require that such Non-Voluntary Terms be deleted or renegotiated, as applicable, in good faith and that this Agreement be amended accordingly. If such modifications to this Agreement are not executed within

sixty (60) calendar days after the date of such notice, a Party may pursue any rights available to it under the Agreement. The Parties further acknowledge and agree that because the Non-Voluntary Terms are being incorporated herein solely due to the Decision and constitute arbitration results, the Non-Voluntary and legitimately related Terms do not qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999) or any other applicable MFN Merger Conditions and are not available in any state other than the State in which such Non-Voluntary Terms were arbitrated.

- 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.

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

By: OR Stanley
Print Name: O. R. Stanley

Jr President - Industry Markets

Date Signed: DEC 14 2001

ICG TELECOM GROUP, INC.

By: Michael D Kalkt

Print Name: Michael D Kalkt

Title: EVP Operations, CTO

Date Signed: 12.10.01

*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 does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, or any other decisions or proceedings, including its right to seek legal review or a stay of any 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.") 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.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
EFFECTIVE FEBRUARY 6, 2002
BETWEEN
PACIFIC BELL TELEPHONE COMPANY
AND
ICG TELECOM GROUP, INC.

WHEREAS, PACIFIC BELL TELEPHONE COMPANY ("PACIFIC"), formerly Pacific Bell, and ICG TELECOM GROUP, INC. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on February 6, 2002, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, 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"); and

NOW THEREFORE the parties agree as follows:

- I. The Agreement is amended to add Cross Boundary UDT language to Attachment 6-UNE which is incorporated herein:

13.1 PACIFIC

13.1.1 Cross Boundary UDT Meet Point Facilities Arrangements

13.1.1.1 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 (ILEC) **PACIFIC** will be a willing participant in the CLEC's efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the same CLEC from the neighboring ILEC. It is the responsibility of the CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC'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 CLEC's order.

13.1.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

13.1.1.2.1 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 ILEC. Each of these charges are found in Appendix Pricing.

13.1.1.2.2 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 ILEC.

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 ILEC's ordering and provisioning intervals will apply.

- II. Appendix Pricing is amended to add pricing associated with the above Cross Boundary UDT language to Attachment 6-UNE and are attached hereto and incorporated herein.
- III. Where terms of the Agreement and terms of the Cross Boundary UDT language to Attachment 6-UNE and Appendix Pricing conflict, the Cross Boundary UDT language to Attachment 6-UNE and Appendix Pricing shall govern.
- IV. All other terms of the Agreement will remain the same.
- V. This amendment is effective only for the term of the Agreement.

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 ICG TELECOM GROUP, INC.

By: SBC Telecommunications, Inc.,
its authorized agent

By: Carla Rowland

Carla Rowland

f President - Industry Markets

Date Signed: MAY 22 2002

By: Michael D. Kallet

Print Name: MICHAEL D. KALLET

Title: EVP OF OPERATIONS, CTO

Date Signed: 4/26/02

* 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 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 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 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 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.

TBD- To be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA- Not Applicable

PACIFIC BELL TELEPHONE COMPANY
 Rates
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/ICG TELECOM GROUP, INC.

GENERIC TERMINOLOGY		OANAD TERMINOLOGY		Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
Interoffice Transport		Dedicated Transport			
DS-1		Dedicated Transport DS-1			
Fixed Mileage		Fixed Mileage		\$ 32.32	@
Variable Mileage		Variable Mileage per Mile		\$ 1.84	@
DS-3		Dedicated Transport DS-3			
Fixed Mileage		Fixed Mileage		\$ 372.70	@
Variable Mileage		Variable Mileage per Mile		\$ 35.72	@
Entrance Facilities		Entrance Facilities			
DS-1		DS-1		\$ 153.46	@
DS-3 w/ equip		DS3		\$ 1,837.18	@
DS-3 w/o equip		DS 3		\$ 724.04	@
CROSS CONNECTS TO COLLOCATION					
DS-1		N/A			
EISCC Combined with Loop to Collocation		EISCC		\$ 16.52	@
Jack Panel		Jack Panel		\$ 2.49	
Repeater		N/A		\$ 24.15	
DS-3		DS-3			
EISCC Combined with Loop to Collocation		EISCC		\$ 45.80	@
Jack Panel		Jack Panel		\$ 25.88	
Repeater		N/A		\$ 101.36	

	Service Order			Channel Connection				
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
CROSS CONNECT								
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
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
INTEROFFICE TRANSMISSION FACILITIES								
(POF) DEDICATED TRUNK TRANSPORT								
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
INTEROFFICE TRANSMISSION FACILITIES								
(POF) ENTRANCE FACILITY								
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 - COMPLEX)	\$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	\$68.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$68.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$68.10	\$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

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
SBC PACIFIC BELL TELEPHONE COMPANY
AND
ICG TELECOM GROUP, INC.**

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY (“PACIFIC”), formerly Pacific Bell, and ICG TELECOM GROUP, 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 to 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 amendment¹ 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.

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

ICG TELECOM GROUP, INC.

By: Willena Hendley

By: _____

Print Name: Willena Hendley

Print Name: _____

Title: President - Industry Markets

Title: _____

Date Signed: SEP 20 2002

Date Signed: _____

OCN #: 7245

*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.

ATTACHMENT A

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
SBC PACIFIC BELL TELEPHONE COMPANY AND
ICG TELECOM GROUP, INC

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY ("PACIFIC")*, formerly Pacific Bell, and ICG Telecom Group, 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 five (5) 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 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.
- III. 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.

- IV. This Amendment is effective only for the term of the Agreement.
- V. This Amendment shall be filed with and shall be subject to approval by the Commission.
- VI. This Amendment is dated June 14, 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 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). The Parties further acknowledge that they have executed an amendment superseding certain compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the Parties agreed not to exercise their intervening law rights for any reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, PACIFIC does not waive any of its rights that it may have at the time of or that arise after the expiration of the Reciprocal Compensation Amendment or as to any other rights it may have at any time under the rates, terms and conditions in this Agreement (other than the rates, terms and conditions set forth in the Reciprocal compensation Amendment), and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action.

ATTACHMENT A

	<u>Recurring</u>
<u>Loops</u>	
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
<u>Switching</u>	
<u>Ports</u>	
2 Wire Analog Port	\$ 0.88
<u>Usage</u>	
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
<u>Reciprocal Compensation</u> /3/	
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
<u>Vertical Features</u>	
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
Call Waiting ID	\$ 0.21
Anonymous Call Rejection	\$ 0.18
Call Transfer Disconnect	\$.20

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

DSL Capable Loops - Continued

	Recurring
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
<u>HFPL Loop</u>	
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.

/3/ The rates for Reciprocal Compensation – Interoffice Termination and Tandem Switching – will not become effective until after the expiration of the Parties' Amendment Superceding Certain Compensation, Interconnection and Trunking Provisions.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
SBC PACIFIC BELL TELEPHONE COMPANY
AND
ICG TELECOM GROUP, INC.

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY ("PACIFIC"), formerly Pacific Bell, and ICG Telecom Group, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") which permits the Parties to mutually amend the Agreement in writing; 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 ("Amendment") is appended ("Effective Date"); and

NOW THEREFORE, the Parties agree as follows:

- I. Appendix UNE Combining, which is attached hereto as Attachment 1 and incorporated herein shall be added to the Agreement as Attachment 19.
- II. Attachment 6, Table 1 shall be replaced with "Schedule UNE Combinations (California)" which is attached hereto and incorporated herein.
- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- IV. 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*, 535 U.S. ___ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 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 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (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 Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. The Parties further acknowledge that they have executed an amendment superseding certain compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the Parties agreed not to exercise their intervening law rights for any reciprocal compensation, point of

interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, PACIFIC does not waive any of its rights that it may have at the time of or that arise after the expiration of the Reciprocal Compensation Amendment or as to any other rights it may have at any time under the rates, terms and conditions in this Agreement (other than the rates, terms and conditions set forth in the Reciprocal compensation Amendment), and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action. In the event that the FCC, a state regulatory agency 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 Agreement and 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. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, 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 this Agreement.

- V. This Amendment is effective only for the term of the Agreement.
- VI. This Amendment shall be filed with and shall be subject to approval by 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.

ICG Telecom Group, Inc.

Signature: 


Name: Michael P. Kallet
(Print or Type)

Title: EUP of Operations
(Print or Type)

Date: 12/18/02

AECN/OCN # _____

**SBC Pacific Bell Telephone Company
By: SBC Telecommunications, Inc.,
Its authorized agent**

Signature: 

Name: Mike Auinbauh

Title: ^{For/} President-Industry Markets

Date: 1-2-03

FURTHER AMENDMENT TO AMENDMENT
Superseding Certain Compensation,
Interconnection and Trunking Provisions

This Further Amendment to Amendment Superseding Certain Compensation, Interconnection and Trunking Provision ("Further Amendment") dated this 24th day of July 2003, by and between Pacific Bell Telephone Company d/b/a SBC California,¹ and any of its future affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter individually referred to as "SBC ILEC") and ICG Telecom Group, Inc. ("ICG"). SBC ILEC and ICG shall be referred to collectively as the "Parties."

1. The Parties further acknowledge that they executed an Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Amendment") and such amendment is now expressly being revised and superceded by this Further Amendment. Any inconsistencies between the provisions of this Further Amendment and the provisions of the current or future Interconnection Agreements (whether arbitrated, negotiated or otherwise) and any amendments thereto will be governed by the provisions of this Further Amendment, unless this Further Amendment is expressly superseded by a future amendment between the Parties.
2. During the period June 1, 2003 through May 31, 2004, neither of the Parties will seek directly or indirectly to obtain alternate terms and conditions to those stated herein. ICG hereby waives its section 252(i) MFN rights for any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Further Amendment. This waiver includes, but is not limited to any sale of ICG's assets, in which case ICG shall obtain the purchaser's agreement to be bound by the reciprocal compensation terms and conditions set forth herein. During the period June 1, 2003 through May 31, 2004, and except as stated in 3.1(b), the Parties waive any rights they may have under the Intervening/Change of Law provisions with respect to any reciprocal compensation, points of interconnection or trunking requirements that are subject to this Further Amendment.
3. In order to qualify for receipt of the reciprocal compensation rates provided in this Further Amendment, ICG must achieve and maintain the minimum points of interconnection and trunk engineering guidelines set forth in Sections 3.1 through 3.4.
 - 3.1 ICG will exert commercially reasonable efforts in each SBC ILEC state to establish a physical point of interconnection (POI) in each mandatory local calling area in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG).

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.

- (a) In California and Illinois, the Parties agree that this section is satisfied if a physical POI is established within 15 miles, plus or minus five percent, of the Vertical and Horizontal coordinate of each SBC ILEC rate center where ICG has established a working telephone number local to that rate center.
- (b) The Parties agree that the Waiver of Change of Law/Intervening Law rights does not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment.
- (c) To the extent permitted by law or by the underlying Interconnection Agreement, ICG may establish a physical POI by obtaining dedicated services or facilities from SWBT or from a third party, or by provisioning such services or facilities for itself.
- (d) The Parties reserve their rights to challenge in any manner the rates, terms and conditions upon which the dedicated services or facilities referred to in subsection (c) above are provided by SWBT, including but not limited to challenges pursuant to the dispute resolution provisions of the applicable Interconnection Agreement, regardless of the time limits contained therein.

3.1.1 Compliance with the provisions of Section 3.1 shall be on a local calling area by local calling area basis. This means that ICG's eligibility to receive reciprocal compensation shall not be restricted except for the particular local calling area for the same period during which it is not in compliance with Section 3.1.

3.2 During the first six months of an interconnection, ICG may order, and SBC ILEC will provide, sufficient dedicated services or facilities as referenced in Section 3.1 to the nearest existing ICG POI in the LATA. SBC ILEC will choose the most efficient facility route to deliver these dedicated services or facilities to the ICG POI. These dedicated services and facilities will be provided for the purpose of establishing trunking consistent with the traffic engineering guidelines contained in the existing Interconnection Agreement. Trunking services or facilities will be established prior to exchanging live traffic. If ICG has not established a physical POI through its own or a third parties' facilities, SBC ILEC shall thereafter be entitled to bill for its dedicated interconnection facilities used in the carriage of such traffic from the rate center where the calling party physically resides to the POI designated in section 3.2, or as otherwise mutually agreed.

- 3.3 Parties agree to abide by SBC ILEC's trunk engineering/administration guidelines as stated in the Interconnection Agreement.
- 3.3.1 When interconnecting at SWBT's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
- 3.3.2 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 two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.
- 3.3.3 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 embedded one-way trunks to two-way trunks via a Mid-Span Fiber Meet architecture as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SWBT agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.
- 3.4 ICG will exert reasonable commercial efforts to achieve and maintain a network architecture within a tandem serving area such that Direct End Office Trunking (DEOT) does not fall below 70% for two consecutive months.
- 3.5 To the extent ICG has not achieved the POI and DEOT criteria identified in sections 3.1 and 3.4 for interconnections existing as of effective date of Amendment, ICG will be subject to the charges for the facilities described in Section 3.2.
- 3.6 For new interconnections, ICG will achieve the POI and DEOT criteria identified in sections 3.1 and 3.4 no later than six (6) months after the parties first exchange traffic for each new interconnection arrangement

3.7 Under any circumstances, ICG will not be penalized for non-compliance with the POI and DEOT criteria if such non-compliance results from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations).

3.7.1 Establishing a New POI in an Existing Local Calling Area. ICG will notify the applicable SBC ILEC of its intention to establish a new POI in an existing local calling area 90 days prior to the end of the six month period by letter to the SBC ILEC Account Manager for ICG. This 90 day notice is intended to give both parties adequate time to plan, issue orders, and implement the orders in the 6 month transition period.

3.7.2 Establishing a POI in a New Local Calling Area. ICG will notify its SBC ILEC Account Manager 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI.

4. Compensable Traffic:

4.1 Compensable traffic includes local and transited traffic, intraLATA toll and optional EAS traffic (where applicable) as well as traffic that originates on the network of one party and terminates to an Internet Service Provider on the other party's network.

4.2 If ICG designates different rating and routing points such that traffic that originates in one rate center is carried by SWBT to a routing point designated by ICG in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

4.3 InterLATA toll and IXC carried intraLATA toll are subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

4.4 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the parties' switched access tariffs.

4.5 Compensation for SBC ILEC-transited MOU will be governed by the interconnection agreement.

4.6 SBC ILEC and ICG agree to disagree on the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this Further Amendment, and reserve the right to raise the matter under the Dispute Resolution provisions in

this or any future Interconnection Agreements between the parties through May 31, 2004. The Parties further agree that this Further Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under sec. 252, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

5. Total Compensable Local Traffic (TCLT)

5.1 Local, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation will be combined with traffic terminated to Internet Service Providers (ISPs) to determine Total Compensable Local Traffic and the balance of traffic between the Parties.

5.2 IntraLATA toll and transited MOU will be excluded from these calculations.

5.2.1 Subject to applicable confidentiality guidelines, SBC ILEC and ICG will cooperate to identify transiting traffic; originators of such transiting traffic; and information useful for settlement purposes with such transit traffic originators.

5.2.2 SBC ILEC and ICG agree to explore additional options for management and accounting of transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.2.3 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

5.3 The compensation structure and rates set forth in this Further Amendment shall apply symmetrically for traffic terminated on either party's network.

6. Intentionally Omitted.

7. Beginning June 1, 2003, and running through May 31, 2004, all TLCT will be exchanged in all states at the rate of \$.0005 per MOU, such rate shall applied symmetrically for all traffic terminated on either Party's network.

8. The Parties continue to disagree as to whether ISP calls constitute local traffic subject to Reciprocal Compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. Similarly, the Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that

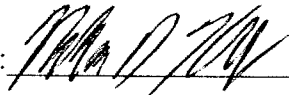
SBC ILEC' s payments to ICG under the Further Amendment shall not be construed as agreement by SBC ILEC that calls to ISPs constitute local traffic subject to reciprocal compensation obligations.

9. This Further Amendment contains provisions that have been negotiated as part of an entire agreement and integrated with each other in such a manner that each provision is material to every other provision. By entering into this Further Amendment, SBC ILEC neither agree that they are obligated to permit, nor waives their rights to contend that they are not obligated to permit, its tandem switching and common transport facilities to be used without compensation for the carriage of Virtual FX traffic.
10. Except as specifically modified by this Further Amendment with respect to their mutual obligations herein, neither Party relinquishes, and each party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
11. This Further Amendment 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.
12. The terms contained in this Further Amendment, which are incorporated into this Further Amendment by this reference, constitute the entire Further Amendment to this Interconnection Agreement, and shall be interpreted solely in accordance with their own terms.
13. This Further Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

ICG Telecom Group, Inc.

**Pacific Bell Telephone Company d/b/a SBC
California by SBC Telecommunications, Inc.,
its authorized agent**

Signature: _____



Signature: _____



Name: Michael D. Kalket
(Print or Type)

Name: Christy Gehlbach

Title: EUP of Operations
(Print or Type)

Title: ^{For/} President - Industry Markets

**AMENDMENT TO
INTERCONNECTION AGREEMENT**

BETWEEN

**PACIFIC BELL TELEPHONE COMPANY d/b/a
SBC PACIFIC BELL TELEPHONE COMPANY**

AND

ICG TELECOM GROUP, INC.

WHEREAS, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company ("Pacific"), formerly Pacific Bell and ICG Telecom Group, Inc. ("CLEC") ("collectively referred to as the "Parties") entered into an Interconnection Agreement which became effective on November 10, 2001 ("the Agreement");

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing;

WHEREAS, for purposes of Pacific's federal 271 application for California pending before the Federal Communications Commission ("FCC"), in WC Docket No. 02-306, for approval to provide in-state interLATA service pursuant to 47 U.S.C. §271, Pacific is making available to CLECs in California a certain interim DS3 Unbundled Network Element ("UNE") Loop recurring rate, as set forth below, upon the terms and conditions set forth herein;

WHEREAS, this amendment ("Amendment") shall be deemed effective upon execution by both Parties ("Amendment Effective Date"), but shall be subject to Commission approval;

WHEREAS, this Amendment shall only be available to those CLECs in California who have or obtain the Amendment for Interim Rate DS1/DS3 Loops Amendment, previously announced by Pacific in Accessible Letter CLECC02-267;

NOW THEREFORE, the Parties agree to amend the Agreement based upon the following terms and conditions:

(1) The Agreement is hereby amended to replace the recurring rate for a DS3 UNE Loop currently set forth in such Agreement with the following interim recurring rate for a DS3 UNE Loop, effective as of the Amendment Effective Date:

Interim DS3 UNE Loop Recurring Rate (statewide average rate only): \$573.20

(2) This Amendment shall not modify the nonrecurring rate for the DS3 UNE Loop currently set forth in the Agreement, but rather, such nonrecurring rate shall continue to apply to the DS3 UNE Loop.

(3) For any DS3 UNE Loops CLEC has in service on the Amendment Effective Date, the interim DS3 UNE Loop recurring rate set forth above in this Amendment shall be effective between the Parties as of the Amendment Effective Date.¹ Pacific will calculate and apply to CLEC's bill any applicable credits or charges due CLEC as a result of such pricing change.

(4) The Parties agree that any billing adjustments and payments made in accordance with this Amendment are not subject to Pacific's obligations under the Service Performance Measurements and that liquidated damages shall not

¹ 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 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.

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.

(5) The Term and Termination provisions set forth in the Agreement shall not apply to the rates, terms and conditions being incorporated into the Agreement by this Amendment. Rather, this Amendment, including the interim DS3 UNE Loop recurring rate set forth herein, will automatically terminate on the date the CPUC approves an interim or final DS3 UNE Loop recurring rate in Application 01-02-024/A.01-02-035, the CPUC's Unbundled Network Element (UNE) Reexamination for Pacific Bell Telephone Company, at which time the interim DS3 UNE Loop recurring rate set forth in this Amendment would automatically be replaced by the DS3 UNE Loop recurring rate established by the CPUC in such proceeding, subject to any appeals and associated review, and the Parties would engage in a true-up of the Commission-established DS3 UNE Loop recurring rate(s) retroactive to September 20, 2002, as to any DS3 UNE Loops that CLEC had in service during such true-up period (i.e., the true-up would be based upon the difference between the final Commission-established DS3 UNE Loop recurring rate and the recurring rate(s) paid by CLEC for DS3 UNE Loops during the true-up period), including the payment of refunds or recovery of surcharges, as applicable. If the actions of the State of California or 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 this Amendment, including but not limited to a decision by the FCC in its pending 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) ("Triennial Review UNE rulemaking") finding that Loops or DS3 Loops are no longer a UNE, then this Amendment 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 this Amendment. If 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 the Agreement. The Parties further acknowledge and agree that by executing this Amendment, neither Party waives any of its rights, remedies or arguments with respect to any regulatory, judicial or legislative action, including but not limited to the Triennial Review UNE rulemaking and *United States Telecom Association, et. al v. FCC*, No. 00-101 (D.C. Cir. 2002).

(6) The Parties acknowledge and agree that the rates set forth in this Amendment are each legitimately related to, conditioned on and consideration for, every other term and condition in this Amendment.


(7) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED.

(8) Notwithstanding any other change of law provision in the Agreement, the Parties acknowledge and agree that in entering this Amendment 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*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 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 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (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 Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. The Parties further acknowledge that they have executed an amendment superseding certain compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the Parties agree not to exercise their intervening law rights for any reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment, neither Party waives any of its rights that it may have at the time of, or that arise after, the expiration of the Reciprocal Compensation Amendment and expressly reserve all of their respective rights, under the ISP Inter-carrier Compensation Order, or any other regulatory, legislative or judicial action. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, including without limitation, in the FCC's Notice of Proposed Rulemaking, *Review of*

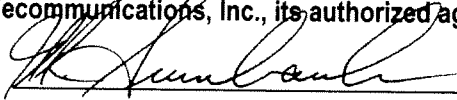
Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, FCC 01-361 (rel. Dec. 20, 2001) ("Triennial Review UNE rulemaking"), finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do 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. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, 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 this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed in triplicate on the date(s) shown below by their respective duly authorized representatives.

ICG Telecom Group, Inc.

By: 
Name: Michael D. Kallet
(Print or Type)
Title: EVP Operations, CTO
(Print or Type)
Date: 3.6.03

Pacific Bell Telephone Company d/b/a SBC Pacific
Bell Telephone Company by SBC
Telecommunications, Inc., its authorized agent

By: 
Name: Mike Auinbauh
(Print or Type)
Title: For/ President-Industry Markets
Date: MAR 13 2003

AECN/OCN # _____

**AMENDMENT
TO INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a
SBC PACIFIC BELL TELEPHONE COMPANY
AND
ICG TELECOM GROUP, INC.**

WHEREAS, SBC Pacific Bell Telephone Company ("Pacific"), formerly Pacific Bell and ICG Telecom Group, Inc. ("CLEC") entered into an Interconnection Agreement which became effective on November 10, 2001 ("the Agreement"); and

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, Pacific has agreed in the context of its state 271 proceeding (R. 93-04-003/l. 93-04-002; R. 95-04-043/l. 95-04-044) pending before the California Public Utilities Commission ("CPUC") and its application to the FCC for approval to provide in-state interLATA service pursuant to 47 U.S.C. §271 to make available to CLECs certain DS1 and DS3 UNE Loop rates, as set forth below, upon certain terms and conditions;

NOW THEREFORE, the Parties agree to amend the Agreement to incorporate such rates subject to the following terms and conditions:

1. The Appendix Pricing – Attachment A to the Agreement is hereby amended to reflect the Parties' agreement to treat DS1 and DS3 UNE Loop Recurring Rates contained in the underlying Agreement, and set forth in Sections (2) and (3), below, as interim, pursuant to the terms and conditions outlined below. The rates set forth in this Amendment shall be effective as of the date Pacific filed its application to the FCC for approval to provide in-state interLATA service pursuant to 47 U.S.C. §271 ("Rate Effective Date").

2. DS1 Loop: Zone 1 -- \$ 90.27, Zone 2 -- \$98.23, Zone 3 -- \$119.50

3. DS3 Loop (no geographic deaveraged rates): \$1837.18

4. In the event there is regulatory or judicial action during the term of the Amendment resulting in a determination that Loops or DS1 Loops or DS3 Loops are no longer a UNE, Pacific will not be obligated by this Amendment to provide DS1/DS3 UNE Loops.

5. The Term set forth in the Agreement shall not apply to the rates, terms and conditions being incorporated into the Agreement by this Amendment. Rather, the terms of this Amendment, including the DS1 and DS3 UNE Loop Rates, will expire on the date the CPUC approves DS1 and DS3 UNE Loop Rates in Proceeding A.01-02-024/A.01-02-035, Consolidated 2001/2002 Unbundled Network Element (UNE) Reexamination for Pacific Bell Telephone Company. At that time, the interim DS1 and DS3 UNE Loop rates set forth in this Amendment will be automatically replaced by the rates established by the CPUC, and the Parties shall engage in a true-up of the rates retroactive to the Rate Effective Date of this Amendment, including the payment of refunds or recovery of surcharges, as applicable.

6. The Parties acknowledge and agree that the Rates set forth in this Amendment are each legitimately related to, conditioned on and consideration for, every other term and condition in this Amendment.

7. **EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED**, and all such terms and conditions are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

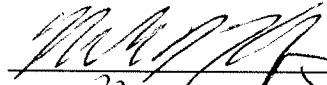
8. Notwithstanding any other change of law provision in the Agreement, the Parties acknowledge and agree that in entering this Amendment neither Party is waiving any of its rights, remedies or arguments with respect to any orders,

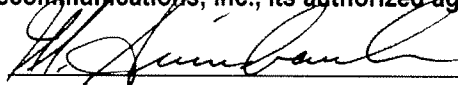
decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 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 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (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 Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. The Parties further acknowledge that they have executed an amendment superseding certain compensation, interconnection and trunking terms ("Reciprocal Compensation Amendment"). Until the expiration of such Reciprocal Compensation Amendment, the Parties agree not to exercise their intervening law rights for any reciprocal compensation, point of interconnection or trunking requirements that are subject to the Reciprocal Compensation Amendment. By executing this Amendment, neither Party waives any of its rights that it may have at the time of, or that arise after, the expiration of the Reciprocal Compensation Amendment and expressly reserve all of their respective rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, including without limitation, in 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) ("Triennial Review UNE rulemaking"), finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and 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. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, 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 this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed in triplicate on the date(s) shown below by their respective duly authorized representatives.

ICG Telecom Group, Inc.

Pacific Bell Telephone Company d/b/a SBC Pacific
Bell Telephone Company by SBC
Telecommunications, Inc., its authorized agent

By: 
Name: Michael D Kallet
(Print or Type)
Title: EUP Operations, CTO
(Print or Type)
Date: 3.6.03

By: 
Name: Mike Auinbauh
(Print or Type)
Title: For/ President-Industry Markets
Date: MAR 13 2003

AECN/OCN # _____

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
ICG TELECOM GROUP, INC.**

Pacific Bell Telephone Company¹ d/b/a SBC California as the Incumbent Local Exchange Carrier in California, (hereafter, "ILEC") and ICG Telecom Group, Inc. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in California, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in California ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment"). CLEC and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about July 11, 2003 ILEC made an offer to all telecommunications carriers in the state of California (the "Offer") to exchange traffic on and after August 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.
 - 2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic at a rate of \$.0007 per minute of use.

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.

2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable California ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its California Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more California LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such California LATAs.

2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an California LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that California LATA, and that any ISP-bound Traffic in other California LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by

any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and SBC California will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

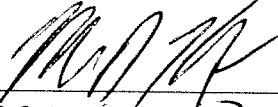
- 4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before August 23, 2003, this Amendment will be effective as of August 1, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on August 1, 2003 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after August 23, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to 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 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, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27,

2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-13STATE state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-13STATE's right to exercise its option at any time to adopt on a date specified by SBC-13STATE the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, 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 to the 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 interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 20th day of July, 2004, by SBC California, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

ICG Telecom Group, Inc.

Pacific Bell Telephone Company d/b/a SBC California by SBC Telecommunications, Inc., its authorized agent

Signature: 

Signature: 

Name: Michael D. Kallet

Name: Larry B. Cooper

(Print or Type)

(Print or Type)

Title: EVP Operations, CTO

Title: For/ President - Industry Markets

(Print or Type)

Date: 6-30-04

Date: JUL 27 2004

FACILITIES-BASED OCN # 7245

ACNA 169

**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 California¹ (“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 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 _____

AT&T Wholesale Amendment

**CALIFORNIA PUBLIC UTILITIES
COMMISSION**
**Advice Letter Filing Summary Sheet
(PAL)**

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2010

Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		<input type="checkbox"/> GRC-LEC <input checked="" type="checkbox"/> URF-Carrier <input type="checkbox"/> Other	
City, State, ZIP: San Francisco, CA 94105		<input type="checkbox"/> Commission Resolution Requested <input type="checkbox"/> Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 38241	Requested Effective Date: October 31, 2010	AL Tier I <input type="checkbox"/> II <input checked="" type="checkbox"/> III <input type="checkbox"/>	
Name:	Email Address:	Phone No.:	Fax No.:
Filer Elizebeth Hansen	regtss@att.com	(415) 778-1479	(415) 543-3766
Certif.	regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers are Required for "Filer")

Tariff Schedules: _____ **Keyword:** Interconnection Agreement
For Contract Keyword, Type: Government Other Date Executed _____ Contract Total Rev (\$) _____

Subject of filing:
(Service(s) included) Amendment for 2011 Modified UNE Rates

Authorization for filing:
(Resolution #, Decision #, etc.) ALJ-181

Affected services:
(Other services affected, pending or replacement AL filings) _____

Rate Element(s) affected and % change:
(Non-recurring and / or recurring) _____

Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
Director, Communications Division
505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
(see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier
(see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

<input type="checkbox"/> Resolution Required <input type="checkbox"/> Executive Action Resolution Req'd. <input type="checkbox"/> TD Suspension on: ___ / ___ / ___ <input type="checkbox"/> Comm. Suspension on: ___ / ___ / ___ Resolution No.: T - _____ <i>Rev. 09/24/07</i>	Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____
---	---



October 1, 2010

U 1001 C
 Advice Letter No. 38241

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{UNE} &= \text{old price}_{UNE} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previousyear}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previousyear}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7 Line 45 of:
<http://www.bea.gov/newsreleases/national/gdp/2008/xls/gdp308a.xls> New rates noticed in the amendment will become effective January 1, 2011.

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 6.2 of ALJ-181, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
BLC Management LLC
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
CommPartners, LLC
Competitive Communications, Inc.
Comtel Telecom Assets LP dba Excel Telecommunications
Comtel Telecom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.

Essex Acquisition Corporation
FiberRide, Inc.
First Communications, LLC
Frazier Mountain Internet Services, Inc.
FreedomStarr Communications, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Telemangement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.

QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Roseville Telephone Company
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Solarity Communications LLC
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TESCO
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
WiTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2010, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2010.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List

Via U.S. Mail

Arch Wireless
Jim Mossbarger
P.O. Box 457
Brea, CA 92822

Via e-mail

regtss@att.com
ajbily@aol.com
angelika.jacob@verizon.com
anitataffrice@earthlink.net
bwilde@creatint.com
daguirre@telscape.net
daniel.ostroff@xo.com
diane.peters@globalcrossing.com
esther.northrup@cox.com
fernb@valleyyellowpages.com
gerald.varcak@bankofamerica.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoín@czn.com
john_gutierrez@cable.comcast.com
jspencer@creatint.com
judypau@dwt.com
katherine.mudge@covad.com

kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mariacarbóne@dwt.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
pcasciato@sbcglobal.net
PUCUpdates@BlueCasa.com
regulatory@surewest.com
rejones@cmmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
stoverlaw@gmail.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park Drive	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607	(510) 385-6791		
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Peter Casciato	Attorney	355 Bryant Street	Suite 410	San Francisco	CA		415-291-8661	415-291-8165	pcasciato@sbcglobal.net
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	(214) 858-3308	(214) 858-3082	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kross@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
BLC Management LLC	13 State - Interconnection	Danny Michael	President	11121 Highway 70	Suite 202	Arlington	TN	38002	(901) 596-7610	(901) 328-5608	dmichael@telcomteam.com
Blue Casa Communications, LLC	Sectional - see Comments	Don Oas	President	10 East Yanonali Street		Santa Barbara	CA	93101	(805) 966-1736	(805) 452-3594	DOas@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	greg@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield Road	Suite 330	Oak Park	MI	48237	(248) 784-2544	(248) 784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzter	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfezter@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
CommPartners, LLC	Interconnection	David Clark	President	8350 S. Durango Drive	Suite 200	Las Vegas	NV	89113	(702) 367-8647	(702) 365-8647	
Competitive Communications, Inc.	13 State - Interconnection - Renegotiated 2	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503	(909) 687-6100	(909) 687-6103	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove Village	IL	60007	(847) 685-8871	(847) 685-8650	caseyw@countryconnect.us
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs and ILEC Relations	7000 North Mopac Expressway	2nd Floor	Austin	TX	78731	(512) 514-6380	(512) 514-5620	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	

Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com	
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net	
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net	
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Brian A Bolinger		2997 LBJ Freeway	Suite 225	Dallas	TX	75234	(972) 488-5500 X4018	(972) 406-0193	brian.bolinger@dpiteleconnect.com	
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com	
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379		
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jjoxley@integratelecom.com	
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	3590	(800) 777-8003 ext. 9-	(626) 582-1276	thomas.haluskey@ecntel.com
Enteleget Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@enteleget.com	
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353			
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672		
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com	
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com	
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com	
FreedomStarr Communications, Inc.	Sectional - see Comments	Gary H. Hickox	CEO	7985 Santa Monica Blvd	Suite #7	West Hollywood	CA	90046	(888) 956-3400	(888) 956-3401	gary@americanfone.com	
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818)956-5941		Raymond@gtccorp.com	
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com	
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com	
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com	
Granite Telecommunications, LLC	Sectional - see Comments	Geoff Cookman		100 Newport Ave, EXT		Quincy	MA	2171	(617) 933-5521	(617) 847-0931	gcookman@granitenet.com	
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen Counsel	6 west Rose St.	Suite 500	Walla Walla	WA	99362		(509) 522-2300	gforge@highspeed.com	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	(678) 387-3802	(678) 387-2791	brian.murdoch@hypercube-llc.com	
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalm@telava.com	
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com	
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net	
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	81 David Love Place	Suite 100	Santa Barbara	CA	93117	(805) 884-6396	(805) 880-1577		
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	(408) 962-2915	(408) 962-2919	jonathan@onfiber.com	
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons Freeway	Suite 3031	Dallas	TX	75207	214-646-8035	216-373-4828	jslater@infotelecom.us	
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554		
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720	(559) 447-2100	(559) 447-2121		
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President, Business & Legal Affairs	2685 Park Center Drive	Building A	Simi Valley	CA	93065	(805) 433-8000	(805) 582-1006	glenn.harris@intermetro.net	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(949) 922-5432	(562) 494-4977	rgeorge@ipnetworksinc.com	
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of Regulatory Affairs	1755 North Brown Road		Lawrenceville	GA	30043	(678) 985-7900	(678) 985-6213		
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com	
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 410-1508	(502) 515-4138	john.greive@lightyear.net	
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com	
LSSI Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	(732) 512-2100	(732) 512-2103	harris@lssi.net	
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopack	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	(214) 432-1468	(214) 432-1576	sklopack@matrixbt.com	
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2610	(845) 695-2669	amaimon@mediacomcc.com	
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com	
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com	
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 607-2003	(212) 635-5074	daro@mettel.net	
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	708-679-5050	708-679-5062	JerryHolt@mymti.com	

Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Navigator Telecommunications, LLC.	13 State - Interconnection	Michael McAlister	General Counsel	8525 Riverwood Park Dr		North Little Rock	AR	72113	505-301-1623	501-301-1692	mike@navtel.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 384-8040	(312) 346-3276	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President-External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	360-906-9775	360-737-0828	pbewick@newedgenetworks.com
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	(740) 549-1092	(740) 548-1173	sfenker1@earthlink.net
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o ClearTel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5041	(561) 454-5078	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 285-8010	(510) 868-8418	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750		todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2115	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
Pacific Centrex Services, Inc.	Sectional - see Comments	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujana Avenue		North Hollywood	CA	91605	(818) 623-2300 X1189	(818) 623-2301	pcs1regulatory@gmail.com
Pac-West Telecomm, Inc.	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations Manager	6801 Morrison Boulevard		Charlotte	NC	28211	(704) 319-1946		Al.Finnell@paetec.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(408) 343-8206	(949) 200-6062.	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	225 West Washington Street	Ste. 1285	Chicago	IL	60606	(312) 506-0933	(312) 506-0931	dmeldazis@peerlessnetwork.com
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	(213) 232-3450	(213) 232-3451	aponnath@pgtelecom.net
PhoneCo, L.P.	13 State - Interconnection	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	214-678-9899	214-978-6443	pbarfield@Accutel.net
Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfontoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	(818) 348-3300		s.zolfontoon@planettesis.com
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014	(513) 942-7900	(513) 942-5579	
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9090	(818) 380-9099	Keith@preferredlongdistance.com
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	(530) 822-0326	(530) 671-3215	admin@prepaid.cx
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	(214) 746-6363	(214) 821-0343	fmx@qtelephone.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(415) 209-7044	(877) 712-6792	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	(303) 383-6653	(303) 896-1107	daphne.butler@qwest.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080	(650) 246-8900		
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 802-8006	(650) 475-8429	mdurkin@rawbw.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-310-6332	415-901-2201	mhornor@relianceglobalcomm.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	(254) 583-2700		maryannmitchell@balornet.com
Roseville Telephone Company	Interconnection	Greg Gierczak	Executive Director-Regulatory	8150 Industrial Ave		Roseville	CA	95678	(916) 786-6141	(916) 786-1877	
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-459-8240	707-370-6666	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	(214) 495-4847	(214) 495-4795	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 864-5504	(720) 494-6600	smcgurkin@intrado.com
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-6888	(530) 926-8831	peter@snowcrest.net
Solarity Communications LLC	Interconnection	Neal Behgooy	President	14902 Preston Rd	Suite 404/1072	Dallas	TX	75254	214-586-0008	214-317-4717	neal@solaritytelecom.com
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO	2260 Apollo Way		Santa Rosa	CA	95407	(707) 522-1000	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-4413	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7847	(732) 345-7892	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	(913) 315-9348		Interconnection2@sprint.com
SureWest Televideo	Interconnection	Fred Arcuri	Sr. VP & COO	200 Vernon		Roseville	CA	95678	(916) 786-1440		
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public Policy	925 Thomas Drive		Warminster	PA	18974	(267) 803-4349		femccomb@cavtel.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affairs	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5030	(661) 253-5036	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9500	(207) 774-9508	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com

Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Jeff Compton	Vice President	606 E. Huntington Drive		Monrovia	CA	91016	(626) 415-1016	9626) 252-3490	jcompton@telscape.net
TESCO	Interconnection	Edwin D. Jones	Chairman	355 Starling Rd		Mill Valley	CA	94941	(800) 383-1825	(800) 383-1825	
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	(618) 623-2300 X 1189	(618) 623-2301	pcs1regulatory@gmail.com
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312) 381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	(916) 233-5620	(916) 442-5620	esprague@vayatelecom.com
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	(925) 244-1800	(925) 244-1940	gary.storm@vcmsolutions.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	VA	20147	(805) 372-8333	(805) 373-7515	Cheryl.klepper@verizon.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory Contracts	13865 Sunrise Valley Drive		Herndon	VA	20171	(703) 547-2109	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY¹ d/b/a AT&T CALIFORNIA (“AT&T California”), and CLEC (“CLEC”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection (“Agreement”), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on December 1, 2008 AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies (“CALTEL”) regarding the modification of certain Unbundled Network Element (“UNE”) rates; and

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California (“Commission”) approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE rates and file an advice letter by October 1, 2010 to reflect the revised UNE rates, which will be effective January 1, 2011; 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

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE Recurring Rates in the **AT&T California** Pricing Schedule to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2011.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California.

²Notwithstanding 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 AT&T 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.

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. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

22 State Generic Attachment Number			Current 2010 Recurring Rate	2011 Modified Recurring Rate
	<u>GENERIC TERMINOLOGY</u>			
	<u>NETWORK ELEMENTS</u>			
	<u>LOOPS</u>			
	<u>OANAD Terminology - LINKS)</u>			
13		2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 9.48	9.41
13		2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 12.79	12.69
13		2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 26.43	26.23
13		2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 11.73	11.64
13		4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	\$ 20.15	20.00
13		4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	\$ 24.38	24.20
13		4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	\$ 36.41	36.14

13		4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	\$ 22.41	22.24
13		4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	\$ 3.06	3.04
13		2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 9.98	9.91
13		2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 13.34	13.24
13		2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 27.01	26.81
13		2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 12.25	12.16
13		DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 48.67	48.30

13		DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 63.19	62.72
13		DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 102.76	101.99
13		DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 56.57	56.15
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	\$ 1.13	1.12
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	\$ 1.10	1.09
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	\$ 0.94	0.93
13		PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	\$ 1.11	1.10
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	\$ 0.60	0.60

13		Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	\$ 0.58	0.58
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	\$ 0.50	0.50
13		Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	\$ 0.59	0.59
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	\$ 0.50	0.50
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	\$ 0.54	0.54
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	\$ 0.58	0.58
13		ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	\$ 0.52	0.52
	DS3 Loop			
13		Zone 1	\$ 474.73	471.17
13		Zone 2	\$ 702.79	697.52
13		Zone 3	\$ 1,388.30	1377.89
13		Statewide	\$ 563.73	559.50
13		IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 9.98	9.91
13		IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 13.34	13.24

13		IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 27.01	26.81
13		IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 12.25	12.16
	<u>Interoffice Transport</u>			
	<u>(OANAD Terminology - Dedicated Transport)</u>			
	<u>DS-0</u>			
		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 4.52	4.49
		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.01	0.01
13	<u>DS-1</u>			
13		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 33.49	33.24
13		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.25	0.25
13				
13	<u>DS-3</u>			
13	<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
13		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 475.95	472.38
13		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 4.81	4.77

AT&T Wholesale Amendment

**CALIFORNIA PUBLIC UTILITIES
COMMISSION**
**Advice Letter Filing Summary Sheet
(PAL)**

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: **October 1, 2012**

Company Name: AT&T California	CPUC Utility Number <u>-1001-C</u>
Address: 525 Market Street, #1944	<input type="checkbox"/> GRC-LEC <input checked="" type="checkbox"/> URF-Carrier <input type="checkbox"/> Other
City, State, ZIP: San Francisco, CA 94105	<input type="checkbox"/> Commission Resolution Requested <input type="checkbox"/> Carrier of Last Resort (See D.96-10-066)

Filing #: 41216	Requested Effective Date: October 31, 2012	AL Tier I <input type="checkbox"/> II <input checked="" type="checkbox"/> III <input type="checkbox"/>
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	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479	(415) 543-3766
Certif.		regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers are Required for "Filer")

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government Other Date Executed _____ Contract Total Rev (\$) _____

Subject of filing: (Service(s) included) Amendment for 2013 Modified UNE Rates

Authorization for filing: (Resolution #, Decision #, etc.) General Order 171

Affected services: (Other services affected, pending or replacement AL filings) _____

Rate Element(s) affected and % change: (Non-recurring and / or recurring) _____

Customer Notice Required (if so, please attach)

Notes/Comments: (Other information & reference to advice letter, etc.)

<p>File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 and if you have email capability, ALSO email to: TD_PAL@cpuc.ca.gov Protest also must be served on utility: (see utility advice letter for more information)</p>	<p>GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier</p>
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(FOR CPUC USE ONLY)

<input type="checkbox"/> Resolution Required <input type="checkbox"/> Executive Action Resolution Req'd. <input type="checkbox"/> TD Suspension on: ___ / ___ / ___ <input type="checkbox"/> Comm. Suspension on: ___ / ___ / ___ Resolution No.: T - _____ Rev. 09/24/07	Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____
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October 1, 2012

U 1001 C
 Advice Letter No. 41216

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{UNE} &= \text{old price}_{UNE} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previousyear}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previousyear}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2011= 2.1).

http://www.bea.gov/newsreleases/national/gdp/2012/pdf/gdp1q12_3rd.pdf

The index is calculated with GDPPI (Inflation) = 2.1
 Index= 2.1%-2.25% = -0.15%
 Index= -0.15% (price is reduced by 0.15% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.	Fones4All Corporation
A+ Wireless, Inc.	Frazier Mountain Internet Services, Inc.
Access One, Inc	Frontier Communications of America, Inc.
Access Point, Inc.	Global Connect Telecommunications, Inc.
ACN Communications Services, Inc	Global Connection Inc. of America
Advanced TelCom, Inc.	Global Crossing Local Services, Inc.
Airespring, Inc.	Global Metro Networks California, LLC
ALEC, Inc.	Granite Telecommunications, LLC
Arrival Communications, Inc.	Hypercube Telecom, LLC
Astound Broadband, LLC	IBFA Acquisition Company, LLC
AT&T Communications of California, Inc.	ICG Telecom Group, Inc
Backbone Communications, Inc.	IDT America Corp
Bandwidth.com CLEC, LLC	Impulse Telecom, LLC
BCN Telecom, Inc.	Info-Tech Communications
Birch Telecom of the West, Inc.	Infotelecom, LLC
Blue Casa Telephone, LLC	Integrated Telemanagement Services, Inc.
Blue Rooster Telecom, Inc.	Integrated TeleServices, Inc.
Bright House Networks Information Services (California), LLC	InterMetro Communications, Inc.
Broadview Networks, Inc	IP Networks, Inc.
Broadwing Communications, LLC	KMC Telecom V, Inc.
Brooks Fiber Communications	Level 3 Communications LLC
Budget PrePay, Inc.	Lightyear Network Solutions, LLC
BullsEye Telecom, Inc.	Looking Glass Networks, Inc.
Call America, Inc.	LSSi Corp.
Cal-Ore Communications, Inc.	Matrix Telecom, Inc.
CBC Broadband Holdings, LLC	MCC Telephony of the West, LLC
Cbeyond Communications, LLC	MCI WORLDCOM Communications, Inc.
CCT Telecommunications, Inc.	MCImetro Access Transmission Services LLC
Charter Fiberlink CA - CCO, LLC	Metropolitan Telecommunications of California, Inc.
Comcast Phone of California, LLC	Midwestern Telecommunications, Inc.
Competisys Corporation	Mosaic Networx, LLC
Comtel Telcom Assets LP dba Excel Telecommunications	Mpower Communications Corp.
Comtel Telcom Assets LP dba VarTec Telecom	Mpower Networks Services, Inc.
ConnectTo Communications Inc.	Neutral Tandem-California, LLC
Covad Communications Company	New Edge Network, Inc.
Cox California Telcom, LLC	Nexus Communications, Inc.
Creative Interconnect Communications, LLC	nii communications, Ltd.
Curatel, LLC	Norcast Communications Corporation
Cypress Communications Operating Company, Inc.	North County Communications
Digital West Networks, Inc.	O1 Communications, Inc.
DMR Communications, Inc.	OACYS Telecom, Inc.
dPi Teleconnect, L.L.C.	Pacific Centrex Services, Inc.
DSLnet Communications, LLC	Pac-West Telecomm, Inc
Easton Telecom Services, LLC	PaeTec Communications Inc
Electric Lightwave, Inc	PAXIO, Inc.
Enhanced Communications Network, Inc.	Peerless Network of California, LLC
Entelegant Solutions, Inc.	Planet Telesis, Inc.
Ernest Communications, Inc.	Plumas Sierra Telecommunications
Essex Acquisition Corporation	PNG Telecommunications, Inc.
FiberRide, Inc.	Preferred Long Distance, Inc.
First Communications, LLC	Pre-Paid Tel.Com Inc
	Quality Telephone, Inc.
	QuantumShift Communications, Inc.

AT&T CALIFORNIA

Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
Think 12 Corporation
Time Warner Cable Information Services
(California), LLC
Trans National Communications International,
Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon Avenue Corporation
Verizon California Inc.
Verizon Select Services, Inc.
West Coast Voice & Data, Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
WiTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2012, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2012.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List

Via e-mail

regtss@att.com	kathy.mcmahon@sprint.com
ajbily@aol.com	ksalazar@telekenex.com
anitataffrice@earthlink.net	leh@cpuc.ca.gov
bwilde@creatint.com	lorrie.bernstein@mossadams.com
channing@tobinlaw.us	lsaldana@czn.com
daguirre@telscape.net	mgomez1@bart.gov
deyoung@caltel.org	norbe@dwt.com
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katherine.mudge@covad.com	

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/als/exportlist.aspx?listid=5>

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) Inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kross@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Inter-carrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	greg@budgetprepay.com
Bullseye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2500	248-784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief Executive Officer	1402 Michelson Dr	Ste 232	Irvine	CA	92612	(949) 417-2800	(949) 417-2803	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6197	(512) 794-6006	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9378	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Charles Hartley	Vice President of Operations	1330 Capital Parkway		Carrollton	TX	75006	(972) 488-5500	(972) 488-8676	chuck.hartley@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	(503) 436-8118	(503) 453-8223	jjoxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(800) 777-8003 ext. 9-3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegant Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegant.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@wecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Fones4All Corporation	Sectional - see Comments - Renegotiated 1	Scott A. Sarem	President and CEO	6684 Lemon Leaf Dr		Carlsbad	CA	92009	(760) 533-2470	(760) 607-7135	ssarem@fones4all.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3590	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818) 956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newport Avenue Extension		Quincy	MA	2171	617-687-5619	617-933-5550	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1510	(469) 727-1511	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 884-6396	(805) 880-1577	gwilson@impulse.net
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	(408) 962-2915	(408) 962-2919	jonathan@onfiber.com
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons Freeway	Suite 3031	Dallas	TX	75207	214-646-8035	216-373-4828	jslater@infotelecom.us
Integrated Telemangement Services, Inc.	Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720	(559) 447-2100	(559) 447-2121	
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President, Business & Legal Affairs	2685 Park Center Drive	Building A	Simi Valley	CA	93065	(805) 433-8000	(805) 582-1006	glenn.harris@intermetro.net
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(949) 922-5432	(562) 494-4977	rgeorge@ipnetworksinc.com
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of Regulatory Affairs	1755 North Brown Road		Lawrenceville	GA	30043	(678) 985-7900	(678) 985-6213	
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 410-1508	(502) 515-4138	john.greive@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
LSI Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	(732) 512-2100	(732) 512-2103	harris@lsi.net
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Aurora Ares	Assistant General Counsel	433 E. Las Colinas Blvd.	Suite 400	Irving	TX	75039	214-254-3813	(214) 432-1576	aares@americatel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2610	(845) 695-2669	amaimon@mediacomcc.com
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 607-2003	(212) 635-5074	daromettel.net
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	708-679-5050	708-679-5062	JerryHolt@mymti.com
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-8575	(407) 740-0613	stthomas@tmnc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 384-8040	(312) 346-3276	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	5 Wall Street		Burlington	MA	1803	781-362-5712	781-622-2114	phintz@corp.earthlink.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 476-8591	(512) 477-8657	www.malishcowan.com
ni communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o ClearTel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5041	(561) 454-5078	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 285-8010	(510) 868-8418	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750		todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2115	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection										
Pacific Centrex Services, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	818-623-2300 x 1133	818-623-2501	Pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Interconnection Services		4001 Rodney Parham Road	Mailstop: 1170 B1F2-12A	Little Rock	AR	72212	501-748-7000		Al.Finnel@paetec.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(408) 343-8206	(949) 200-6062	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0933	(312) 506-0931	dmeldazis@peerlessnetwork.com
Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	(818) 348-3300		s.zolfonoon@planettelesis.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-6055	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-645-4739	513-275-0020	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9090	(818) 380-9099	Keith@preferredlongdistance.com
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	(530) 822-0326	(530) 671-3215	admin@prepaid.cx
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	(214) 746-6363	(214) 821-0343	fxm@qtelephone.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(415) 209-7044	(877) 712-6792	jbrown@vcmsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Jeffrey (Jeff) T Nodland	Assoc Gnrl Cnsl - WLSL	1801 California Street	9th Floor	Denver	CO	80202-2658	(303) 992-5764	(303) 896-1107	Jeff.Nodland@CenturyLink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080	(650) 246-8900		
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 802-8006	(650) 475-8429	mdurkin@rawbw.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-310-6332	415-901-2201	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	(254) 583-2700		maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-459-8240	707-370-6666	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	3300 E. Renner Rd.	Suite 350	Richardson	TX	75082	214-495-4847	214-495-4790	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 864-5504	(720) 494-6600	smgurkin@intrado.com
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-6888	(530) 926-8831	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO	2260 Apollo Way		Santa Rosa	CA	95407	(707) 522-1000	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-4413	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7847	(732) 345-7892	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251	(913) 827-0597 (overnight mail only)		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	916-786-1597	916-786-1877	fjasinski@surewest.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public Policy	925 Thomas Drive		Warminster	PA	18974	(267) 803-4349		femccomb@cavtel.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affairs	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5030	(661) 253-5036	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CA	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9500	(207) 774-9508	kphotiades@pioneertelephone.com

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2010	(213) 344-2030	jholop@telscape.net
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312) 381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 235-2043	(916) 442-5620	jbeausoleil@o1.com
Verizon Avenue Corporation	13 State - Interconnection	Chief Operating Officer		12901 Worldgate Drive		Herndon	VA	20170	(703) 375-4400		
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun County Parkway	Ashburn	VA	20147	(805) 372-8333	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
West Coast Voice & Data, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory Compliance Clerk	9 Hawk		Irvine	CA	92618	(888) 989-2929		Raphael@gmail.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-3031		
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Rex Knowles	Executive Director - External Affairs	7050 Union Park Avenue	Suite 400	Midvale	UT	84047	(801) 983-1504	(801) 951-2133	rex.knowles@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2012 to reflect the revised UNE rates, which will be effective January 1, 2013; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2013.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding 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 AT&T 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.

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.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>(OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.34	9.33
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.59	12.57
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	26.03	25.99
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.55	11.53
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.85	19.82
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	24.02	23.98
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.87	35.82
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.07	22.04
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.02	3.02
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.84	9.83
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.14	13.12
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.61	26.57
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.07	12.05

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.94	47.87
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.25	62.16
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.23	101.08
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.73	55.65
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.11	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.08	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.92	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.09	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	467.64	466.94

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	Zone 2	692.29	691.25
	Zone 3	1367.56	1365.51
	Statewide	555.30	554.47
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.84	9.83
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.14	13.12
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.61	26.57
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.07	12.05
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.46	4.45
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.99	32.94
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	468.84	468.14
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.73	4.72
<u>DSL Capable Loops:</u>			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.59	12.57

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #2 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.85	19.82
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.02	23.98
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.87	35.82
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.07	22.04

AT&T Wholesale Amendment



September 30, 2011

U 1001 C
 Advice Letter No.

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{UNE} &= \text{old price}_{UNE} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previousyear}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previousyear}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2010= 1.2).

http://www.bea.gov/newsreleases/national/gdp/2011/pdf/gdp2q11_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.2 which is less than the 1.5 minimum threshold. Thus, AT&T will use 1.5 to calculate the index.

Index= 1.5%-2.25% = -0.75%

Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of ALJ-257, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Competisys Corporation
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
FiberRide, Inc.

First Communications, LLC
Frazier Mountain Internet Services, Inc.
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Communications Consultants, Inc
Integrated Telemangement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.
QuantumShift Communications, Inc.

Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
West Coast Voice & Data, Inc.
Western States Teleport
Wholesale Airtime, Inc.
Wide Voice, LLC
WiITel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed September 30, 2011, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 30, 2011.

Yours truly,

AT&T California



Executive Director

Attachment

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Email	Notice Contact Fax	Notice Contact Phone
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	Michel.nelson@360.net	303-854-5100	303-854-5513
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003		(805) 642-5917	(805) 642-2880
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	markj@AccessOneInc.com	312 441-1010	312 441-9990
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product	1100 Crescent Green	Suite 109	Cary	NC	27518	jared.welch@accesspointi	(919) 851-5422	(919) 827-0448
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel -	1000 Progress Place		Concord	NC	28025	kkuder@acninc.com	(704) 260-3304	(704) 260-3434
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	jjoxley@integratelecom.co	503-453-8223	503-436-8118
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	cat@airespring.com	(818) 786-9225	(818) 786-8990 ext 236
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	mhayes@alec.net	(859) 721-4201	(859) 254-9667
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607			(510) 385-6791
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public	620 Third Street		San Francisco	CA	94107	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	sheilapaananen@att.com	(425) 898-8813	(425) 898-9634
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	mr3247@att.com	(214) 858-3082	(214) 858-3308
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope	Suite 1050	Los Angeles	CA	90068	lderme@bbcom.com	(213) 489-4202	(213) 489-2156
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	kross@bandwidth.com	(919) 297-1101	(919) 945-1020
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	rnacchio@bcntele.com	(908) 470-4707	(908) 470-4700
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108			(816) 300-3322
Blue Casa Communications, LLC	Sectional - see Comments	Don Oas	President	10 East Yanonali		Santa Barbara	CA	93101	DOas@bluecasa.com	(805) 452-3594	(805) 966-1736
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	jeff@cerroalto.com	9805) 543-8701	(805) 543-8700
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	Marva.Johnson@bhnis.co	813.472.1160	813.387.3651
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406		610-755-0259	610-755-4872
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product	1324 Barksdale	Suite 200	Bossier City	LA	71111	gregh@budgetprepay.com	318-908-9080	318-671-5765
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield	Suite 330	Oak Park	MI	48237	dbailey@bullseyetelecom.	(248) 784-2501	(248) 784-2544
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	edorm@cot.net	(530) 397-2345	(530) 397-2211
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center		Los Angeles	CA	90065		(323) 908-1078	(626) 249-0842
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate	Suite 300	Atlanta	GA	30339	greg.darnell@cbeyond.net	(678) 424-2500	(678) 424-2467
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	sfetzer@4acct.com	(209) 368-1252	(209) 365-9500
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr	12405 Powerscourt Dr		St. Louis	MO	63131	Michael.Moore@charterc	314-965-6640	314-543-2414
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	Beth_Choroser@comcast.	215-286-5039	215-286-7893
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive	3816 Ingersoll Avenue		Des Moines	IA	50312	stevin@comitycommunica	866-646-5232	877-302-2584
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief	1402 Michelson Dr	Ste 232	Irvine	CA	92612		(949) 417-2803	(949) 417-2800
Competitive Communications, Inc.	13 State - Interconnection - Renegotiated 2	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503		(909) 687-6103	(909) 687-6100
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	aram@connectto.com	(818) 546-4617	(818) 546-4601
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove	IL	60007	caseyw@countryconnect.	(847) 685-8650	(847) 685-8871
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State	2111 W. Braker Lane	Suite 100	Austin	TX	78758	kmudge@covad.com	(512) 794-6006	(512) 794-6197
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608	douglas.garrett@cox.com		
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070		(650) 592-1562	(650) 598-4100
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	stoverlaw@gmail.com	(415) 495-3632	(415) 495-7000
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	haxelrod@cypresscom.net	(404) 812-7882	(404) 442-0749
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	dave@dmrcom.net		(714) 404-2988
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Charles Hartley	Vice President of Operations	1330 Capital Parkway		Carrollton	TX	75006	chuck.hartley@dpitelecon	(972) 488-8676	(972) 488-5500
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	shobbs@megapath.com	(203) 284-6101	(203) 284-6109
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286		(330) 659-9379	(330) 659-6700
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	jjoxley@integratelecom.co	(503) 453-8223	(503) 436-8118
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of	1031 South Glendora		West Covina	CA	91790	thomas.haluskey@ecntel.c	(626) 582-1276	(800) 777-8003
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of	3800 Arco Corporate	Suite 310	Charlotte	NC	28273	dave.gibson@entelegent.c	(866) 295-0471	(704) 323-7464

Ernest Communications, Inc. Essex Acquisition Corporation	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092			(800) 456-8353
FiberRide, Inc.	Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress		Delray Beach	FL	33445		(407) 671-3672	(407) 681-5281
First Communications, LLC	Interconnection - Renegotiated 1	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	johnwilcox@jwecorp.com	(949) 366-9148	(949) 366-8366
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Mary Cegelski	Mgr of Reg Affairs:	3340 West Market		Akron	OH	44333	mcegelski@firstcomm.co	(330) 835-2330	(330) 835-2472
Frontier Communications of America, Inc.	22 State - Interconnection	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
Global Connect Telecommunications, Inc.	Interconnection	Linda Saldana		9260 East Stockton		Elk Grove	CA	95624	linda.saldana@ftr.com	(916) 686-3569	(916) 686-3590
Global Connection Inc. of America	13 State - Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	Raymond@gtccorp.com		(818) 956-5941
Global Crossing Local Services, Inc.	Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale		Atlanta	GA	30340	mgagne@globalconnectio	(678) 966-8522	(678) 966-8400
Global Metro Networks California, LLC	Interconnection	Michael Shortley	Vice President & Regional General	225 Kenneth Drive		Rochester	NY	14623	Michael.Shortley@globalcr		(585) 334-0201
Granite Telecommunications, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	damastando@swidlaw.co	(202) 424-7645	(202) 424-7500
HighSpeed.Com of California, L.L.C.	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171		617-933-5550	617-687-5619
Hypercube Telecom, LLC	Interconnection	Gregory Forge	Vice Pres & Gen	6 west Rose St.	Suite 500	Walla Walla	WA	99362	gforge@highspeed.com	(509) 522-2300	
IBFA Acquisition Company, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	brian.murdoch@hypercube-llc.com	(678) 387-2791	(678) 387-3802
ICG Telecom Group, Inc	22 State - Interconnection	John Palmer	Manager-	1850 Howard Street	Suite 1500	Elk Grove	IL	60007	jpalm@telava.com	(847) 685-8944	(847) 685-8914
IDT America Corp	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	com	(720) 888-5134	(720) 888-2620
Impulse Telecom, LLC	Sectional - see Comments	Carl Billek.	Senior Regulatory	520 Broad Street	14th Floor	Newark	NJ	7102	Carl.Billek@corp.idt.net	(973) 438-1455	(973) 438-4854
Info-Tech Communications	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	gwilson@impluse.net	(805) 880-1577	(805) 884-6396
Infotelecom, LLC	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	jonathan@onfiber.com	(408) 962-2919	(408) 962-2915
Integrated Communications Consultants, Inc	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons	Suite 3031	Dallas	TX	75207	jslater@infotelecom.us	216-373-4828	214-646-8035
Integrated Telemanagement Services, Inc.	Interconnection	Alex Ponnath	Chief Technology Officer	333 Washington Blvd	Suite 15	Marina del Rey	CA	90292	alexp@iccinternet.com	(213) 232-3521	(213) 232-3421
Integrated TeleServices, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683		(727) 738-5554	(727) 738-5553
InterMetro Communications, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720		(559) 447-2121	(559) 447-2100
IP Networks, Inc.	Interconnection	Glenn A. Harris	Vice President,	2685 Park Center	Building A	Simi Valley	CA	93065	glenn.harris@intermetro.n	(805) 582-1006	(805) 433-8000
KMC Telecom V, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	rgeorge@ipnetworksinc.co	(562) 494-4977	(949) 922-5432
Level 3 Communications LLC	Interconnection - Renegotiated 1	James Mertz	Director of	1755 North Brown		Lawrenceville	GA	30043		(678) 985-6213	(678) 985-7900
Lightyear Network Solutions, LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	john.greive@lightyear.net	(502) 515-4138	(502) 410-1508
LSSi Corp.	Sectional - see Comments	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	harris@lssi.net	(732) 512-2103	(732) 512-2100
MCC Telephony of the West, LLC	Interconnection	Scott Klopach	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	sklopach@matrixbt.com	(214) 432-1576	(214) 432-1468
MCI WORLDCOM Communications, Inc.	13 State - Interconnection	Anne Sokolin-Maimon	Vice President,	Mediacom	100 Crystal Run Road	Middletown	NY	10941	amaimon@mediacomcc.c	(845) 695-2669	(845) 695-2610
MCImetro Access Transmission Services LLC	Interconnection	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Metropolitan Telecommunications of California, Inc.	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Midwestern Telecommunications, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	dar@mettel.net	(212) 635-5074	(212) 607-2003
Mosaic Networx, LLC	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	JerryHolt@mymti.com	708-679-5062	708-679-5050
Mpower Communications Corp.	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	stthomas@tminc.com	(407) 740-0613	(407) 740-8575
Mpower Networks Services, Inc.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public	620 Third St		San Francisco	CA	94107	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Navigator Telecommunications, LLC.	Interconnection	Nancy E. Lubamersky	VP, Strategic	620 Third Street		San Francisco	CA	94107	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Neutral Tandem-California, LLC	Interconnection - X2A Successor - Renegotiated 1	Michael McAlister	General Counsel	8525 Riverwood Park Drive		North Little Rock	AR	72113	mike@navtel.com	(501) 954-1602	(501) 954-4000
New Edge Network, Inc.	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	rgavillet@neutraltandem.c	(312) 346-3276	(312) 384-8040
Nexus Communications, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President- External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	pbewick@newedgenetwor		360-737-0828
nii communications, Ltd.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	sfenker1@earthlink.net	(740) 548-1173	(740) 549-1092
Norcast Communications Corporation	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	rmuench@cleartel.com	(561) 454-5078	(561) 454-5041
North County Communications	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	kris@lokt.net	(510) 868-8418	(510) 285-8010
O1 Communications, Inc.	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	todd@nccom.com	(619) 364-4750	
OACYS Telecom, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory	1515 K Street	Suite 100	Sacramento	CA	95814	ahanson@o1.com	(916) 554-2180	(916) 554-2115
Pacific Centrex Services, Inc.	Interconnection										
Pac-West Telecomm, Inc	22 State - Interconnection	Raphael Tarpley	Regulatory Affairs	6855 Tujunga Avenue		North	CA	91605	Pcs1regulatory@gmail.co	818-623-2501	818-623-2300 x
PaeTec Communications Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory	4210 Coronado		Stockton	CA	95204	lmartin@pacwest.com	(209) 444-3643	(209) 926-3235
PAXIO, Inc.	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations	6801 Morrison		Charlotte	NC	28211	Al.Finnell@paetec.com		(704) 319-1946
Peerless Network of California, LLC	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	pclark@paxio.com	(949) 200-6062.	(408) 343-8206
PG Telecom of California, Inc.	22 State - Interconnection	Daniel Meldazis	Director Regulatory	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	dmeldazis@peerlessnetwo	(312) 506-0931	(312) 506-0933
PhoneCo, L.P.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	aponnath@pgtelecom.net	(213) 232-3451	(213) 232-3450
	22 State - Interconnection - Renegotiated 1	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	Pbarfield@Accutel.net	214-630-6759	214-630-9273

Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	s.zolfonoon@planettelesis.com	(818) 348-3300
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014		(513) 942-5579 (513) 942-7900
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice	16830 Venture Blvd.	Suite 350	Encino	CA	91436	Keith@preferredlongdista	(818) 380-9099 (818) 380-9090
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	admin@prepaid.cx	(530) 671-3215 (530) 822-0326
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	fxm@qtelephone.com	(214) 821-0343 (214) 746-6363
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	jbrown@vcmsolutions.com	(877) 712-6792 (415) 209-7044
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	daphne.butler@qwest.co	(303) 896-1107 (303) 383-6653
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	mdurkin@rawbw.com	(650) 475-8429 (650) 802-8006
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	mhornor@relianceglobalcom.com	415-901-2201 415-310-6332
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	maryannmitchell@balorne	(254) 583-2700
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	mike@willitsonline.com	707-370-6666 707-459-8240
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	sflatt@sagetelecom.net	(214) 495-4795 (214) 495-4847
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	smcgurkin@intrado.com	(720) 494-6600 (720) 864-5504
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	Suite 1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672 (727) 738-5553
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount	Suite 7	Mount Shasta	CA	96067	peter@snowcrest.net	(530) 926-8831 (530) 926-6888
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	dane@corp.sonic.net	(707) 547-3403 (707) 522-1000
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove	Quad 3-C	Rosemead	CA	91770	thomas.k.braun@sce.com	(626) 302-3990 (626) 302-4413
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	vleon@spectrotel.com	(732) 345-7892 (732) 345-7847
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	Interconnection2@sprint.com	(913) 315-9348
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	fjasinski@surewest.com	916-786-1877 916-786-1597
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public	925 Thomas Drive		Warminster	PA	18974	femccomb@cavtel.com	(267) 803-4349
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	travis@tctelephone.com	530-527-6072 530-529-1968
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	arasura@tcastcom.com	(661) 253-5036 (661) 253-5030
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	jswickard@telwestservices.com	512-381-8800
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	bryan.hertz@telcentris.co	(801) 927-6148 (858) 952-0696
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	kphotiades@pioneer telep	(207) 774-9508 (207) 774-9500
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	azabit@ndw.com	(415) 276-8202 (415) 276-8002
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	mok@ttcmail.net	(310) 286-7676 (310) 789-7979
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	ctjr001@attglobal.net	(443) 628-0070 (214) 826-9877
TeQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	jeff@tequality.com	(707) 471-5499 (210) 408-0388
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand	Suite 3100	Los Angeles	CA	900711550	jholop@telscape.net	(213) 344-2030 (213) 344-2010
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	pcs1regulatory@gmail.com	(618) 623-2301 (618) 623-2300 X 1189
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	jake.lee@hellodial.com	(630) 875-9760 (630) 875-9750
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel,	60 Columbus Circle		New York	NY	10023	julie.laine@twcable.com	(704) 973-6239 (212) 364-8482
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	btwomey@tncii.com	617-369-1117 617-369-1210
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632 (415) 495-7000
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President- Deputy General	10475 Park Meadows Drive		Littleton	CO	80124		(303) 566-1010 (303) 566-1279
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives	620 Third St.		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603 (510) 995-5602
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker	7th Floor	Chicago	IL	60606	csurdenik@callone.com	(312)381-8301 (312) 681-8311
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632 (415) 495-7000
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	esprague@vayatelecom.co	(916) 442-5620 (916) 233-5620
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	gary.storm@vcmsolution.com	(925) 244-1940 (925) 244-1800
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	kathy.jespersen@verizonbusiness.com	(805) 373-7515 (805) 372-8333
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039		(972) 465-4715 (972) 465-5153
West Coast Voice & Data, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory	9 Hawk		Irvine	CA	92618	Raphael@gmail.com	(888) 989-2929
Western States Teleport	22 State - Interconnection	Clark Smith		160 Franklin Street	Suite 203	Oakland	CA	94607	csmith@wsteleport.com	510-663-5612 510-663-5686
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	greg.m@socaltelephone.com	(951) 693-1550 (951) 693-1880
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751		
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director -	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134 (720) 888-2620
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	cheryl@worldwideosp.co	(818) 706-2889 (818) 706-9780
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory	13865 Sunrise Valley		Herndon	VA	20171	Gegi.Leeger@xo.com	(703) 547-3694 (703) 547-2109
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm	FL	33405	russop@magicjack.com	(561) 586-2328 (561) 586-3380

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California) ("AT&T California"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2011 to reflect the revised UNE rates, which will be effective January 1, 2012; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace AT&T California Pricing Sheet Exhibit A filed on October 1, 2010 that included certain UNE Recurring Rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017, with the new Pricing Sheet Exhibit A attached hereto, reflecting the 2011 calculated UNE Recurring Rates including (non-IDSL) DSL capable loops as required by Resolution T-17308.
3. The Agreement is hereby amended to further replace certain UNE and DSL Recurring Rates in the AT&T California Pricing Sheet Exhibit A to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-

¹Notwithstanding 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 AT&T 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.

17308, as reflected in the attached AT&T California Pricing Sheet, Exhibit B. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit B are effective January 1, 2012.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

		Current Recurring Rate	2011 CALTEL Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS			
(OANAD Terminology - LINKS)			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 9.48	9.41
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 12.79	12.69
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 26.43	26.23
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 11.73	11.64
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	\$ 20.15	20.00
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	\$ 24.38	24.20
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	\$ 36.41	36.14

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 13 of 23

	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	\$ 22.41	22.24
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	\$ 3.06	3.04
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 9.98	9.91
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 13.34	13.24
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 27.01	26.81
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 12.25	12.16
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 48.67	48.30

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 14 of 23

	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 63.19	62.72
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 102.76	101.99
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 56.57	56.15
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	\$ 1.13	1.12
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	\$ 1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	\$ 0.94	0.93
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	\$ 1.11	1.10
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	\$ 0.60	0.60

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 15 of 23

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	\$ 0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	\$ 0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	\$ 0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	\$ 0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	\$ 0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	\$ 0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	\$ 0.52	0.52
DS3 Loop			
	Zone 1	\$ 474.73	471.17
	Zone 2	\$ 702.79	697.52
	Zone 3	\$ 1,388.30	1377.89
	Statewide	\$ 563.73	559.50
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 9.98	9.91
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 13.34	13.24

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

	ISDL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 27.01	26.81
	ISDL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 12.25	12.16
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.52	4.49
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 33.49	33.24
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 475.95	472.38
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 4.81	4.77
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	\$ 9.48	9.41
	PSD #1 - 2-Wire xDSL Loop Zone 2	\$ 12.79	12.69
	PSD #1 - 2-Wire xDSL Loop Zone 3	\$ 26.43	26.23
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	\$ 11.73	11.64
	PSD #2 - 2-Wire xDSL Loop Zone 1	\$ 9.48	9.41
	PSD #2 - 2-Wire xDSL Loop Zone 2	\$ 12.79	12.69
	PSD #2 - 2-Wire xDSL Loop Zone 3	\$ 26.43	26.23

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit A

Page 17 of 23

	PSD #2 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
	PSD #3 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
	PSD #3 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
	PSD #3 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
	PSD #4 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
	PSD #4 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
	PSD #4 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
	PSD #5 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
	PSD #5 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
	PSD #5 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
	PSD #7 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
	PSD #7 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
	PSD #7 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
4-Wire xDSL Loop				
	PSD #3 - 4-Wire xDSL Loop Zone 1	\$	20.15	20.00
	PSD #3 - 4-Wire xDSL Loop Zone 2	\$	24.38	24.20
	PSD #3 - 4-Wire xDSL Loop Zone 3	\$	36.41	36.14
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	\$	22.41	22.24

		Current 2011 Recurring Rate	2012 Modified Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS			
OANAD Terminology - LINKS)			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.41	9.34
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.69	12.59
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	26.23	26.03
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.64	11.55
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	20.00	19.85
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	24.20	24.02
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	36.14	35.87

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 19 of 23

	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.24	22.07
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.04	3.02
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.91	9.84
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.24	13.14
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.81	26.61
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.16	12.07
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	48.30	47.94

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 20 of 23

	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.72	62.25
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.99	101.23
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	56.15	55.73
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.12	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.93	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.10	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 21 of 23

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	471.17	467.64
	Zone 2	697.52	692.29
	Zone 3	1377.89	1367.56
	Statewide	559.50	555.30
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.91	9.84
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.24	13.14

Exhibit B

Page 22 of 23

	ISDL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.81	26.61
	ISDL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.16	12.07
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.49	4.46
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	33.24	32.99
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	472.38	468.84
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.77	4.73
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.69	12.59

D 09-02-017 and Resolution T-17308 UNE/DSL Rates

Exhibit B

Page 23 of 23

	PSD #2 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	20.00	19.85
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.20	24.02
	PSD #3 - 4-Wire xDSL Loop Zone 3	36.14	35.87
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.24	22.07

AT&T Wholesale Amendment

**CALIFORNIA PUBLIC UTILITIES
COMMISSION**
**Advice Letter Filing Summary Sheet
(PAL)**

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: October 1, 2014

Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		<input type="checkbox"/> GRC-LEC <input checked="" type="checkbox"/> URF-Carrier <input type="checkbox"/> Other	
City, State, ZIP: San Francisco, CA 94105		<input type="checkbox"/> Commission Resolution Requested <input type="checkbox"/> Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 44032	Requested Effective Date: October 31, 2014	AL Tier I <input type="checkbox"/> II <input checked="" type="checkbox"/> III <input type="checkbox"/>	
Name:	Email Address:	Phone No.:	Fax No.:
Filer Janet Arnold	regtss@att.com	(415) 778-1299	(415) 543-3766
Certif.	regtss@att.com	(415) 778-1299	No. Tariff Sheets:

(Name, email address & Phone and FAX numbers are Required for "Filer")

Tariff Schedules: _____ **Keyword:** Interconnection Agreement

For Contract Keyword, Type: Government Other Date Executed _____ Contract Total Rev (\$) _____

Subject of filing:
(Service(s) included) Amendment for 2015 Modified UNE Rates

Authorization for filing:
(Resolution #, Decision #, etc.) General Order 171

Affected services:
(Other services affected, pending or replacement AL filings) _____

Rate Element(s) affected and % change:
(Non-recurring and / or recurring) _____

Customer Notice Required (if so, please attach)

Notes/Comments:
(Other information & reference to advice letter, etc.) _____

<p>File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served on utility:</u> (see utility advice letter for more information)</p>	<p>GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier</p>
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(FOR CPUC USE ONLY)

<p><input type="checkbox"/> Resolution Required <input type="checkbox"/> Executive Action Resolution Req'd. <input type="checkbox"/> TD Suspension on: ___ / ___ / ___ <input type="checkbox"/> Comm. Suspension on: ___ / ___ / ___</p> <p>Resolution No.: T - _____</p> <p>Rev. 09/24/07</p>	<p>Supv. / Analyst _____ / _____</p> <p>Due Date to Supv.: _____</p> <p>Analyst Completion Date: _____</p> <p>Supervisor Approval Date: _____</p> <p>AL / Tariff Effective Date: _____</p> <p>Notes: _____</p>
--	--



October 1, 2014

U 1001 C
 Advice Letter No. 44032

Public Utilities Commission of the State of California:

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{UNE} &= \text{old price}_{UNE} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previousyear}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previousyear}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line 35: Price Indexes; Row= GDP, column 2013= 1.5).

http://www.bea.gov/newsreleases/national/gdp/2014/pdf/gdp2q14_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.5%
 Index= 1.5% - 2.25% = -0.75%
 Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA,) Inc.
A+ Wireless, Inc.
Access One, Inc.
Access Point, Inc.
ACN Communications Services, Inc.
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc.
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC

Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
ICG Telecom Group, Inc.
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networkx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, LLC
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc.
PaeTec Communications Inc.
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC

Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now! LLC
Sage Telecom, Inc.
SCC Communications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc.
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2014, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2014.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
debbiereed@dwt.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
greg.diamond@twtelecom.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoi@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
360networks,(USA) inc	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com; Mjozwiak@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	(919) 827-0449	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	704-260-3000	sthomas@tminc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Jane Whang	Davis Wright Tremaine, LLP	505 Montgomery St.	Suite 800	San Francisco	CA	94111			janewhang@dwt.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	(770) 935-9098	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	NJ	908.470.4707	(304) 612-3877	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2323 Grand Bvd.	Suite 925	Kansas City	MO	64108	(478) 405-3163	(478) 405-3786	Chris.Aversano@birch.com; tara.jackson@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	(805) 886-2862	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8701	(805) 543-8700	jeff@cerroalto.com; jeff@bluerooster.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	(407) 210-3147	(407) 210-3175	Marva.Johnson@bhnis.com; Marva.Johnson@mybriighthouse.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	610.755.0259	610.755.4872	sommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erievue Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	V.P. Corporate Development	25925 Telegraph Road	Suite 210	Southfield, MI	MI	48033	248-784-2501	248-784-2544	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com; rvolker@praxisfiber.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	209-940-1010	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Cal-Or Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net; waihun@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	(314) 315-9298	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	(314) 965-6640	314-543-2414	Michael.Moore@chartercom.com betty.sanders@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	07310	(206) 497-1174	(415) 738-6727	Tony.ludlow@citrix.com; tgalbreath@wiltshiregrannis.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-2627	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		(925) 310-4493	Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Sam Mitchell	Manager of Finance	1121 Waterloo Road		Stockton	CA	95205	209-940-1030	209-940-1014	smitchell@utilitytelephone.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	(800) 930-3333	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	01752	781-622-2114	781-362-5712	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegant Solutions, Inc.	22 State - Interconnection	Michael Ruziska	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 504-5868	(704) 323-7495	michael.ruziska@entelegant.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	(678) 741-6252	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021			diane.peters@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newport Avenue Extension		Quincy	MA	02171	617-328-0312	617-933-5500	regulatory@granitenet.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	469-727-1515	ron.beaumont@h3net.com
ICG Telecom Group, Inc.	Interconnection - Renegotiated 2	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		(800) 899-4125 ext. 209	elise.brentnall@garlic.com; elise.alexander@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com; diane.peters@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Irving	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com; jlambert@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Duane McPherson	Manager, Carrier Management	600 Hidden Ridge	HQE02L51	Irving	TX	75038	(703) 351-3656	972-718-1563	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Vice President Regulatory Affairs & Litigation	1835-B Kramer Lane	Suite 100	Austin	TX	78758	512.794.6006	512.794.6197	Katherine.Mudge@megapath.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Sam Vogel	Chief Marketing Officer & Senior VP Interconnection	55 Water Street	32nd Floor	New York	NY	10041	212-701-8346	212-607-2146 2000	svogel@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthamas@tmnc.com; matt@mosaicnetworx.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Neutral Tandem-California, LLC <small>Page 42 of 27</small>	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com; skellogg@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net; teana@gtfredeen.com; caustin@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com; mnelson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Onvoy, LLC (f/k/a Onvoy, Inc.)	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	763-230-4185	mary.buley@onvoy.com; Fritz.Hendricks@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	(818) 623-2300 x1118	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	704-319-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	Regulatory@peerlessnetwork.com; pphipps@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com; jdollenmayer@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd.	Suite 350	Encino	CA	91436	(818) 380-7032	(818) 380-9090	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	Suite 700	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com; dianen@ringcentral.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	P.O. Box 597		Rosebud	TX	76570	(254) 583-2700	(877) 443-5240	maryannmitchell@balornet.com; sara@mfoosterlaw.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-0824	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Thomas Hicks	Director - Regulatory Compliance	1601 Dry Creek Dr		Longmont	CO	80503	720-494-6600	972-772-5883	thomas.hicks@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com; gloria.ing@sce.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	07753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	916-786-1597	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CA	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Ave		South Portland	ME	04106-2320	(877) 554-1009	(207) 774-9500 ext:232	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	(210) 408-0388 x100	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071 1550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	(818) 623-2300 X 1189	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 965-2476	(805) 560-7809	jcompton@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	tina.davis@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	209-940-1014	jmills@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	(657) 600-4797	brian@vodex.com; w@vodex.com
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	7450 Dr. Phillips Boulevard		Orlando	FL	32819	(321) 710-6898	(407) 965-1077	rrapolti@voxbeam.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390		Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007 x2084	erlae@widevoice.com
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	(703) 547-2109	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russop@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Manager, Access Planning	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com; jill.sandford@zayo.com

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a **AT&T CALIFORNIA** (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as **AT&T CALIFORNIA**) ("**AT&T CALIFORNIA**"), and CLEC ("**CLEC**") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, **AT&T CALIFORNIA** entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("**CALTEL**") regarding the modification of certain Unbundled Network Element ("**UNE**") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("**Commission**") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement **AT&T CALIFORNIA** agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2014 to reflect the revised UNE rates, which will be effective January 1, 2015; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("**Amendment Effective Date**").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the **AT&T CALIFORNIA** Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2015.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding 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 **AT&T 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.

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.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.28	9.21
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.50	12.41
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.85	25.66
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.47	11.38
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.71	19.56
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.85	23.67
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.62	35.35
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	21.92	21.76
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.00	2.98
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.78	9.71
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.05	12.95
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.42	26.22
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	11.98	11.89

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.61	47.25
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	61.82	61.36
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	100.52	99.77
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.34	54.92
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.07	1.06
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.91	0.90
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.08	1.07
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50

Page 19 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	464.37	460.89
	Zone 2	687.45	682.29
	Zone 3	1358.00	1347.82
	Statewide	551.42	547.28
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.78	9.71
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.05	12.95
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.42	26.22
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.98	11.89
Interoffice Transport (OANAD Terminology - Dedicated Transport)			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.43	4.40
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.76	32.51
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u> (OANAD Terminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	465.57	462.08
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.69	4.65
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.28	9.21

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.71	19.56
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.85	23.67
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.62	35.35
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.92	21.76