AT&T Wholesale Agreement

Contract Number: 8940

AGREEMENT

between

PACIFIC BELL TELEPHONE COMPANY

and

AT&T COMMUNICATIONS OF CALIFORNIA, INC.

Effective Date: 8/14/2000

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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:

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

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,

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.

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)

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.

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.

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

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")

(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

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

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

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

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

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

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.

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.

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.

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

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.

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.

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

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.

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

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

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.

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

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,

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

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.

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:_____	By:_____
Cynthia G. Marshall	William L. West
Vice President - Regulatory	Regional Vice President Local Services & Access Management
August 8, 2000	August 8, 2000

ATTACHMENT 1

DEFINITIONS

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

adjacent off-site arrangements shall be treated as "interconnection" or "collocation".

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 in 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 cooper 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

limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

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 IXCs 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

transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

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
IDSL	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
STSn	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

ALTERNATIVE DISPUTE RESOLUTION

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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

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

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

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) 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

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

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

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.

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.

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,

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.

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.

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.

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.

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,

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

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

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:

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

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

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

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

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.

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.

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

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.

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,

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

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

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.

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.

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

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:

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,

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

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-

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, PACFIC shall perform the same physical or outside plant review

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.

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.

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. PACFIC 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.

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.

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. PACFIC 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

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).

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.

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.

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,

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

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.

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.

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.

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.

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

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

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.

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

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 PACFIC 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

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);

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

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

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.

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

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

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

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

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.

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.

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.

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 internetworking.

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.

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

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.

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

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.

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

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

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

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

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.

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

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

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

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.

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.

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

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.

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.

TABLE 1

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

	Service	**Combination**	**Service Description**	**Options**	**Ancillary Equipment Necessary to Make Combination Function****
1	Switched Services (Using PACIFIC UNE Switching)	2 Wire loop & Port	VG Service – POTS	• 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	• 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

	Service	**Combination**	**Service Description**	**Options**	**Ancillary Equipment Necessary to Make Combination Function****
6	Switched Services (e.g., loops to AT&T provided switching)	4 wire loop & cross connect	LOOP to COLLO equipment	• 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	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 (This is a basic hi-cap to Mux at the LEC end office--- the loop facilities would be ordered on a separate combination and that combination would have a CFA to this facility)	• The MUX channel plugins would be ordered on the loop to mux combo.	None

	Service	**Combination**	**Service Description**	**Options**	**Ancillary Equipment Necessary to Make Combination Function****
9	EEL	2/4 wire loop to existing Mux (AT&T to supply Mux CFA)	Analog loop to Mux (AT&T to provide CFA)	• 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)	• 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	• 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	• Assured Link • Digital link (ISDN/xDSL) • Data Conditioning • Bridging	Analog Bridging Audio Bridging

	Service	**Combination**	**Service Description**	**Options**	**Ancillary Equipment Necessary to Make Combination Function****
13	Prem to Prem Service	2 wire loop + transport + 4 wire loop (vise versa) (transport optional)	VG service Prem to Prem	• Assured Link • Digital link (ISDN/xDSL) • Data Conditioning	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.	• 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

Network Element	Tech Pub Ref.	ANSI Std Ref.
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

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

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.

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.

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

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.

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.

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

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.

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

those rates under this Agreement for so long as the rates are in effect.

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

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

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)

Loop / Link

2 Wire Basic, ADSL, Assured Link

Zone 1	$	10.03
Zone 2	$	13.51
Zone 3	$	23.53

4 Wire Basic Link and HDSL Link

Zone 1	$	33.02
Zone 2	$	41.90
Zone 3	$	67.49

ISDN Option (In addition to 2-wire loop charges)

All Zones	$	4.44

Digital Link - 1.544 Mbps

Zone 1	$	89.24
Zone 2	$	100.05
Zone 3	$	131.19

PBX Trunk Option (Ground Start Only)

All Zones	$	2.18

Subloop Unbundling TBD
(all subloops to be deaveraged into three zones)

Switching

Port

2-Wire Port	$2.88
Centrex Port	$4.37
DID Port	$4.18
DID Num. Block	$1.00
ISDN BRI Port	$14.10
ISDN PRI Trunk Port	$167.18
DS1 Trunk Port	$20.99

Switch Usage

Interoffice Originating	
Set-Up per Attempt	$ 0.005940
Holding time per MOU	$ 0.001840
Interoffice Terminating	
Setup per Call	$ 0.007000
Holding time per MOU	$ 0.001870
Intraoffice	
Setup per Call	$ 0.013990
Holding time per MOU	$ 0.003620
Tandem Switching	
Set-Up per Attempt	$ 0.000750
Set-Up per Completed Msg.	$ 0.001130
Holding time per MOU	$ 0.000670

Trunk Port Termination

End Office Termination	$ 20.99
Tandem Termination	$ 142.82

Entrance Facilities

Voice Grade (2W)	$ 23.45
Voice Grade (4W)	$ 46.90
DS1	$ 153.46
DS3 w/equipment	$ 1,837.18
DS3 w/o Equipment	$ 724.04
OC3	$1,494.39
OC12	$4,323.29
OC48	TBD
OC192 "When Available"	TBD

Cross Connect (EISCC)

Voice Grade/ISDN	EISCC	$	0.44
	Jack Panel	$	1.79
DS0	EISCC	$	26.07
	Jack Panel	$	5.60
DS1	EISCC	$	16.52
	Jack Panel	$	2.49
	Repeater	$	24.15
DS3	EISCC	$	45.80
	Jack Panel	$	25.88
	Repeater	$	101.36

Optical Carrier Cross Connect

OC 3		TBD
OC 12		TBD
OC 48		TBD
OC 192	*When Available*	TBD

Interoffice Transmission Facilities

Shared Transport	Fixed	$ 0.001259
	Variable Mileage	$ 0.000021
	With Option C LSNE	ICB
Shared Transport - Overflow		
	Fixed	$ 0.011360
	Variable Mileage	$ 0.000021
Common Transport	Fixed	$ 0.001330
	Variable Mileage	$ 0.000021

Optical Carrier (IOD)

OC 3 Fixed	$925.74
Variable Mileage	$95.03
OC 12 Fixed	$2,673.92
Variable Mileage	$366.41
OC 48 Fixed	TBD
Variable Mileage	TBD
OC 192 Fixed *When Available*	TBD
Variable Mileage *When Available*	TBD

Dedicated Transport

Voice Grade Fixed		$	3.22
Variable Mileage		$	0.19
DS1	Fixed	$	32.32
	Variable Mileage Per Mile	$	1.84
DS3	Fixed	$	372.70
	Variable Mileage Per Mile	$	35.72

SS7 Signaling

SS7 Links

Voice Grade Fixed	$	3.22
Variable Mileage	$	0.19
DS-1 Fixed	$	32.32
Variable Mileage	$	1.84
STP Port	$	263.76

Multiplexing

DS0/DS1 per multiplexer	$	255.58
DS1/DS3 per multiplexer	$	287.88

Optical Carrier Multiplexing

OC 3 to 84 DS1's *(Grp of 28)*	$839.94
OC3 to 1-3 DS3	$658.70
OC3 to 1-3 EC-1	$735.65
OC 12 to 1-12 DS3	$1,177.79
OC 12 / EC1 /STS1	$1,284.61
OC 48 to DS3	TBD
OC 48 to OC3	TBD
OC 192 to 1-12 ECA/STS-1 *When Available*	TBD

Database Query

800 Database - per Query	$ 0.00231
Multiple Destination & Routing	$0.00040
6 Digit Master # List Turnaround	$0.0044

LIDB

LIDB - per Query	
OLNS Query	$0.002633
Validation Query	$0.002633
CNAM Query	$0.002666
Query Transport (Validation & OLNS)	$0.000033

Transit Signaling TBD

Dark Fiber
Per fiber per foot per month TBD

Operator Services [when provided as UNE]	
DA per Call	$ 0.394940
Opr. Svcs per Work Second	$ 0.029520
DSL CAPABLE LOOPS (to be deaveraged into three zones)	
PSD Class #1 Capable Loop	
2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology	TBD
2-Wire (copper only facilities)	TBD
PSD Class #2 2-Wire Capable Loop	TBD
PSD Class #3 Capable Loop	TBD
2-Wire Mid-band Symmetric Technology	TBD
4-Wire Mid-band Symmetric Technology	TBD
PSD Class #4 2-Wire Capable Loop	TBD
PSD Class #5 2-Wire Capable Loop	TBD
PSD Class #7 2-Wire Capable Loop	TBD
2-Wire DSL Non-Shielded Cross Connect to Collocation	TBD
4-Wire DSL Non-Shielded Cross Connect to Collocation	TBD
Jack Panel	$1.79

Switch Features	
Busy Call Forwarding	$ 0.56
Call Forward Variable	$ 0.57
Call Forwarding Busy/Delay	$ 0.56
Call Restriction	$ 0.88
Call Return	$ 0.65
Call Screen	$ 0.63
Call Trace	$ 0.57
Call Waiting	$ 0.56
Caller Hold	$ 0.56
Caller ID	$ 0.73
Caller ID Blocking	$ 0.58
Delayed Call Forwarding	$ 0.56
Direct -Shared	$ 0.56
Direct -Unshared	$ 0.56
Directed Call Pickup	$ 0.57
Distinctive Ringing	$ 0.56
DNCF	$ 0.96
Hunting	$0.29
Intercom	$ 0.62
Intercom Plus	$ 0.62
Message Waiting Indicator	$ 0.56
Remote Access to Call Fwding	$ 0.60
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

Centrex-Like Features	
Automatic Callback	$ 0.42
Call Forwarding BusyLine	$ 0.28
Call Forwarding Don't Answer	$ 0.28
Call Forwarding Variable	$ 0.29
Call Hold	$ 0.28
Call Pick-up (Group and Station)	$ 0.30
Call Transfer - DID to DOD	$ 0.29
Call Waiting - Incoming	$ 0.28
Call Waiting - Intragroup	$ 0.28
Call Waiting - Originating	$ 0.28
Caller ID	$ 0.52
Caller ID Blocking	$ 0.28
Conferencing - Station Controlled - Large	$ 133.95
Conferencing - Station Controlled - Small	$ 0.33
Directed Call Pick-up - Group - Barge-In	$ 0.29
Directed Call Pick-up - Group - Non-Barge-In	$ 0.28
Distinctive Ringing and Call Waiting Tone	$ 0.29
Message Waiting Indicator - Stutter DT	$ 0.29
Remote Access to Call Forwarding	$ 0.33
Speed Calling - Group (30)	$ 0.28
Speed Calling - Individual (30)	$ 0.28
Speed Calling - Individual (6 or 8)	$ 0.28

UNE Non-Recurring Rates
Manual

Attachment 8
Appendix A-1 (08-14-00)
Page 1

		Service Order				Channel Connection			
		Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
Loop/Link									
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		$69.67	$47.74	$47.74	$41.67	$27.71	$18.22	$0.00	$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 Establishement (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 Establishement (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 Establishement (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
Optical Carrier Cross Connect									
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
Trunk Port Termination									
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
Signaling and Database									
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
Network Interface Device									
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	Com Initial	$46.53	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID to NID X- Con	Com Additional	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00
DNCF (Direct Number Call Forwarding)									
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
Dedicated Transport									
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
Optical Carrier Dedicated Transport									
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

		Service Order				Channel Connection			
		Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
Optical Carrier Dedicated Transport									
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
	Additional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Entrance Facility									
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
Optical Carrier Entrance Facility									
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	Initial	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Additional	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multiplexing									
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
Optical Carrier Multiplexing									
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
Switch Features									
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			
DSL CAPABLE LOOPS (to be deaveraged into three zones)	**Connect**	**Disc.**	**Change**	**Record**	**Connect**	**Disc.**	**Change**	**Record**
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
Loop/*Link*									
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
Port - Switching									
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
Basic Switching Functions									
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 Establishement (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 Establishement (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 Establishement (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
Cross Connect (EISCC)									
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
Optical Carrier Cross Connect									
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
Trunk Port Termination									
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
Tandem Termination DS1									
	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
Signaling and Database									
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
Network Interface Device									
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
DNCF (Direct Number Call Forwarding)									
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
Dedicated Transport									
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
Optical Carrier Dedicated Transport									
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
Optical Carrier Dedicated Transport									
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
Entrance Facility									
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
Optical Carrier Entrance Facility									
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
Multiplexing									
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
Optical Carrier Multiplexing									
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
Switch Features									
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			
DSL CAPABLE LOOPS (to be deaveraged into three zones)	Connect	Disc.	Change	Record	Connect	Disc.	Change	Record
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
Loop/*Link*									
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
Port - Switching									
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
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 Establishement (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 Establishement (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 Establishement (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
Cross Connect (EISCC)									
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
Optical Carrier Cross Connect									
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	$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
Trunk Port Termination									
End Office Dedicated DS1									
	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
Tandem Termination DS1									
	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
Signaling and Database									
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
Network Interface Device									
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
DNCF (Direct Number Call Forwarding)									
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
Dedicated Transport									
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
Optical Carrier Dedicated Transport									
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
Entrance Facility									
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
Optical Carrier Entrance Facility									
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
Multiplexing									
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
Optical Carrier Multiplexing									
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
Switch Features									
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

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

Scenario 1

CLEC leases an EISCC, a Loop and a Network Interface Device (NID) on and 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

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

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

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

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

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

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

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

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.

RATES FOR PHYSICAL COLLOCATION

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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

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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

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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

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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

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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

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) -

Change Request	Rate
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.

Attachment 8
Appendix D

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.

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.

Attachment 8
Appendix G

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

08/14/2000

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

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

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 it 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:

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

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.

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.

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

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 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 File) electronically, on a daily basis, with information on the usage billed to its accounts for Resale Services, in the industry-standard Exchange Message Record (EMR) format.

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 granted the other Party access or interface privileges. These records will include, but are not limited to, userID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

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.

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 PACIFC 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 that 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.

ATTACHMENT 10

ANCILLARY FUNCTIONS

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ANCILLARY FUNCTIONS

1. INTRODUCTION

This Attachment 10 sets forth the Ancillary Functions that PACIFIC agrees to offer to AT&T so that AT&T may obtain and use unbundled Network Elements or PACIFIC services to provide services to its customers.

2. PACIFIC PROVISION OF ANCILLARY FUNCTIONS

2.1. The Ancillary Functions that AT&T and PACIFIC have identified as of the Effective Date of this Agreement are access to Rights of Way, Collocation and E911 Arrangements. AT&T may use Ancillary Functions to provide any feature, function, or service option that such Ancillary Function is capable of providing or any feature, function, or service option that is described in the relevant technical references, or as may otherwise be designated by AT&T consistent with the Act, the regulations thereunder and relevant Commission decisions.

2.2. AT&T and PACIFIC agree that the Ancillary Functions identified in this Attachment 10 are not exclusive. Either Party may identify additional or revised Ancillary Functions as necessary to improve services to customers, to improve network or service efficiencies or to accommodate changing technologies, customer demand, or regulatory requirements. Upon the identification of a new or revised Ancillary Function, the Parties shall cooperate in an effort to negotiate mutually agreeable rates, terms and conditions for the provision of that Ancillary Function. If the Parties are unable to agree on the terms and conditions for a new or revised Ancillary Function that PACIFIC is required to offer under the terms of the Act, either Party may invoke the Alternative Dispute Resolution procedures established by Attachment 3.

3. RIGHTS OF WAY (ROW) , CONDUITS, POLE ATTACHMENTS

3.1. Definitions:

3.1.1. A Right of Way (ROW) is the right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.

3.1.2. A conduit is a tube or similar enclosure that may be used to house communication or communication-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An innerduct is a separate

tube or enclosure within a conduit. The term "conduit" refers to conduit structures (including but not limited to ducts, manholes, handholes, central office vaults to which AT&T obtains access in connection with collocation, riser conduit and space within those structures) and does not include: (a) cables and other PACIFIC-owned telecommunications equipment located within conduit structures; or (b) controlled environment vaults, remote terminals, huts, cabinets or pedestals. See Attachment 6 for terms and conditions relating to Unused Transmission Media.

3.1.3. A pole attachment is the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes. For purposes of this agreement, the term "pole" refers to poles (and associated anchors and riser conduit) which are owned or controlled by PACIFIC and does not include cables and other telecommunications equipment attached to a pole.

3.2. General Requirements

3.2.1. PACIFIC shall make ROW, conduit, and pole attachments available to AT&T in accordance with the Act, this Attachment 10, Section 3, and applicable regulations of the Commission. The Commission-adopted Rules Governing Access to Rights-of-Way and Support Structures of Incumbent Telephone and Electric Utilities set forth in Appendix A to Decision 98-10-058 dated October 22, 1998, as the same may be amended from time to time ("Commission's Right of Way Rules"), are incorporated herein by reference and shall apply except as modified by terms set forth in this Attachment.

3.2.2. To obtain access to PACIFIC's poles and conduits as described below, AT&T shall execute a separate Pole and Conduit License Agreement with PACIFIC, in the form attached as Appendix A. The form of agreement attached as Appendix A shall not be modified except by mutual consent of the Parties.

3.2.3. Certain additional implementation details relating to use of poles and conduit are set forth in the Pacific Bell/Nevada Bell Administrative Guide, and shall apply only to the extent not inconsistent with the time limits and other terms and conditions of this Agreement and the Commission's Right of Way Rules. In the event of any inconsistency between the Administrative Guide and this Agreement and the Commission's Right of Way Rules, this Agreement and the Commission's Right of Way Rules shall prevail.

3.2.4. PACIFIC shall provide AT&T with non-discriminatory and competitively neutral access, on a first-come, first-served basis, to ROW, conduit, ducts, poles that PACIFIC owns or controls.

3.2.5. Upon request, PACIFIC shall provide AT&T with non-discriminatory and competitively neutral access to building entrance facilities (including but not limited to conduit, equipment rooms and telephone closets that are owned or controlled by PACIFIC), provided the security of PACIFIC's facilities is maintained at all times. For some locations, AT&T personnel must be escorted, and the parties will negotiate a reasonable arrangement, including administrative costs, if any, for such escorted access.

3.2.6. PACIFIC shall make available to AT&T upon request vacant space in existing entrance facilities (e.g. conduit) into commercial buildings, subject to consent of the building owner or manager, up to the minimum point of entry to the extent PACIFIC owns or controls such facilities.

3.2.7. PACIFIC may not favor itself in granting access to a ROW, conduit or poles. PACIFIC shall not deny a request from AT&T for access to a ROW, conduit or pole on the basis that such space is reserved for PACIFIC's future business needs, except as provided in Section 3.2.8.1.

3.2.8. The same requirements shall apply to PACIFIC and AT&T with respect to the time interval for reserving conduit or pole capacity.

3.2.8.1. PACIFIC may deny AT&T access to a ROW, conduit or pole owned or controlled by PACIFIC on the basis of planned future use for the space only if PACIFIC can demonstrate that plans are in place for actual utilization or construction to begin within nine months. If PACIFIC does not begin substantial construction activity within nine months, AT&T must be allowed access to the pole or the support structure forthwith, ahead of PACIFIC or other requesting party, unless the delay is demonstrably attributable to the delay of a government agency in issuing a needed construction or similar permit, in which case PACIFIC may reserve the capacity for an additional period not to exceed nine more months, or unless the delay is demonstrably attributable to severely inclement weather, in which case PACIFIC may reserve the capacity for one additional day for each day of inclement weather, unless additional time is needed, in which case the Parties shall mutually agree to a longer time period.

3.2.8.2. AT&T shall have a period of nine months, beginning from the date on which AT&T receives its access authorization from PACIFIC, within which to utilize the ROW, conduit or pole, or the facilities will revert to PACIFIC, unless the delay is demonstrably attributable to the delay of a government agency in issuing a needed construction or similar permit, in

which case AT&T shall have an additional nine months to begin using the facilities, or unless the delay is demonstrably attributable to severely inclement weather, in which case AT&T shall have an additional day to begin using the facilities for each day of inclement weather, unless additional time is needed, in which case the Parties mutually agree to a longer time period.

3.2.9. PACIFIC may designate one innerduct in a multi-duct conduit (or, one duct, in the case of a multi-duct conduit where large sized copper cables are housed) for maintenance purposes for the benefit of all users of the conduit. No party shall use the maintenance innerduct (or the maintenance duct in the case of conduit housing copper cables) except for maintenance purposes.

3.2.10. In cases where PACIFIC reasonably believes that there is insufficient capacity to grant a request from AT&T for access to a ROW, conduit or pole attachment, PACIFIC must take all reasonable steps to accommodate AT&T's request and explore potential accommodations in good faith with AT&T.

3.2.11. In the event of an emergency affecting ROW, conduit or pole attachments made available by PACIFIC to AT&T, PACIFIC shall follow the mutually agreed upon Emergency Restoration Procedures set forth in Attachment 16.

3.2.12. PACIFIC shall provide to AT&T the names, numbers of the regional Single Points of Contact (SPOC) for administering all structure lease and ROW agreements within each defined geographical area.

3.3. Time Limits Applicable to Applications for Space

3.3.1. PACIFIC will accept or reject in writing as soon as possible, but in any event within forty-five (45) days, AT&T's written request for access to PACIFIC's conduit, poles or entrance facilities. PACIFIC's failure to respond within 45 days shall be deemed an acceptance of the request for access, provided, however, that in the event that a request for space involves more than 500 poles or 5 miles of conduit, requires the calculation of pole loads by a joint owner, or the scope and complexity of the request warrant longer deadlines, the response time shall be subject to the negotiations of the parties involved.

3.3.2. If PACIFIC denies an application by AT&T for conduit, pole space or entrance facilities, its denial must be specific, and include all relevant evidence or information supporting the denial.

3.4. Time Limits Applicable to Access to Space

For each application by AT&T for access to PACIFIC-owned conduit or poles, PACIFIC shall issue AT&T a permit to occupy that space:

If no make-ready work is required, within 5 business days of receipt of advance payment, or,

If make-ready work is required, or within 5 business days after completion of that work.

3.5. Requests for Drawings

3.5.1. At AT&T's request, PACIFIC shall provide AT&T with detailed engineering records, drawings of conduit and poles and manhole layout details in selected areas as specified by AT&T within a reasonable time frame.

3.5.2. PACIFIC shall allow personnel designated by AT&T to examine conduit system or pole line diagrams, drawings or records at PACIFIC's offices, provided that, for security reasons, a separate room is available for such examination. PACIFIC will make copies of such engineering records for AT&T at AT&T's expense based on actual costs incurred by PACIFIC, or a mutually agreed upon third party will be permitted to examine the diagrams.

3.6. Pre-Order Requests for Information

3.6.1. AT&T may submit a written request for information to PACIFIC before submitting an application for conduit or pole space in a specified location.

3.6.2. PACIFIC shall provide information regarding the availability and condition of conduit or pole attachments within ten (10) business days of AT&T's written request for a records based answer and twenty (20) business days of AT&T's request for a field based answer. In the event AT&T's written request seeks information about the availability of more than five (5) miles of conduit or more than five hundred (500) poles, PACIFIC shall (1) provide an initial response within ten (10) business days; (2) use reasonable best efforts to complete its response within thirty (30) business days; and (3) if PACIFIC is unable to complete its response within thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory long time period for PACIFIC's response, PACIFIC will hire outside contractors at AT&T's expense, not to exceed PACIFIC's customary charge for the same work, provided that before proceeding with such outside hiring, PACIFIC shall provide to AT&T the contractor's work order and hourly rate.

3.6.3. AT&T shall have the option to be present at the field based survey and PACIFIC shall provide AT&T at least twenty-four (24) hours notice prior to start of such field survey. By prior arrangement, PACIFIC shall allow AT&T personnel, accompanied by a PACIFIC escort, to enter manholes and view pole structures.

3.7. Make Ready Work

3.7.1. PACIFIC shall complete the “make ready work” required on poles or within conduit to enable AT&T to install its facilities. PACIFIC may request up-front payment of its estimated costs for make-ready work. PACIFIC’s estimate will be adjusted to reflect actual cost upon completion of the make-ready work. PACIFIC shall provide to AT&T, no later than thirty (30) days after the final inspection, a refund of any overpayment by AT&T for make-ready work or an invoice for any underpayment, together with an explanatory statement. Upon AT&T’s request, PACIFIC shall supply to AT&T reasonable documentation of the cost basis for the make-ready charges. PACIFIC shall complete the “make ready work” as quickly as possible, not to exceed thirty (30) business days after receipt of advance payment from AT&T for the work, except that if PACIFIC requires longer than thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory longer time period for completion of the make ready work, outside contractors may be hired at AT&T’s expense to do the work. In that event, PACIFIC and AT&T shall confer and agree which Party shall hire the contractors. If AT&T hires the contractors, they must meet PACIFIC’s reasonable standards. If PACIFIC hires the contractors, before proceeding with the work, PACIFIC shall provide to AT&T the contractor’s work order and hourly rate, which shall not exceed PACIFIC’s customary charge for the same work.

3.8. Pole Attachments

3.8.1. Pole Attachments will be placed in the space on the pole designated for communications use. This space is generally located below electric supply circuits and excludes the neutral space between the electrical and communication space.

3.8.2. PACIFIC shall not attach, or permit other entities to attach, facilities on existing AT&T facilities without AT&T’s prior written consent, except that such consent shall not be required for attachments to facilities such as arms and brackets that are designed for more than one cable.

3.8.3. AT&T may, at its option, make pole attachments using AT&T or AT&T-designated personnel. AT&T shall follow the methods and procedures for making pole attachments set forth in Commission General Order No. 95 and any additional standards provided to AT&T by PACIFIC.

3.9. Conduits:

3.9.1. To the extent that space is available as reasonably determined by PACIFIC, PACIFIC shall provide AT&T space in manholes for racking and storage of cable and other materials as requested by AT&T on a nondiscriminatory, first-come, first-served basis.

3.9.2. PACIFIC shall remove any retired cable from its conduit at AT&T's expense within a reasonable period of time if necessary to make conduit space available for AT&T.

3.9.3. Upon prior notice to PACIFIC, AT&T may conduct maintenance procedures in conduit space leased from PACIFIC. PACIFIC may dispatch a PACIFIC technician at AT&T's expense to oversee AT&T's work.

3.9.4. Subject to accepted industry safety and engineering standards, PACIFIC will permit manhole interconnections and breaking out of PACIFIC manholes for the benefit of AT&T. PACIFIC may not limit new duct entrances to pre-cast knockouts, provided that AT&T must obtain certification of a professional structural engineer ensuring that modifications (other than pre-cast knockouts) will not adversely impact the structural integrity of the manhole.

3.9.5. Subject to accepted industry safety and engineering standards, PACIFIC will not restrict, withhold or unreasonably delay any modifications to conduit systems necessary to allow access to and/or egress from such systems.

3.10. Innerducts

3.10.1. PACIFIC will permit AT&T, on a first-come, first-served basis, to license the use of innerducts in ducts in which PACIFIC already occupies an innerduct as long as one spare innerduct for maintenance purposes remains available. If an innerduct licensed by AT&T becomes defective, AT&T may use the spare maintenance innerduct as long as AT&T repairs the defective innerduct for use as a new maintenance spare as soon as possible.

3.10.2. Where spare innerduct does not exist, PACIFIC shall allow AT&T to install innerduct in a spare PACIFIC conduit, provided that AT&T complies with applicable law and PACIFIC's construction standards.

3.11. Access to Private Easements

3.11.1. PACIFIC shall not block any third party assignment of ROW to AT&T.

3.11.2. To the extent space is available, PACIFIC shall provide access to ROWs it has obtained from a third party to AT&T on a nondiscriminatory, first-come, first-served basis, provided that any

underlying agreement with such third party permits PACIFIC to provide such access, and provided that AT&T agrees to indemnify PACIFIC for any liability arising out of such access or use.

3.11.3. PACIFIC will, upon request by AT&T, grant AT&T access to any private easement held by PACIFIC, in a mutually agreeable form of sub-easement, assignment or other appropriate access. PACIFIC's charge for such access shall be a pro rata portion of (a) the charge paid by PACIFIC to the grantor of the easement and (b) any other documented administrative and engineering costs incurred by PACIFIC in obtaining the original easement, both of which shall be determined on a case-by-case basis and calculated by taking into account (i) the size of the area to be used by AT&T and (ii) the number of users of PACIFIC's easement. AT&T shall also pay the reasonable documented administrative cost incurred by PACIFIC in processing such requests for access.

3.12. Dispute Resolution

3.12.1. If the parties are unable to agree on a matter involving access by AT&T to a ROW, conduit, innerducts, pole, entrance facility or private easement owned or controlled by PACIFIC, either Party may submit the matter to the dispute resolution process set forth in Attachment 3 to this Agreement or may invoke the Expedited Dispute Resolution Procedures in the Commission's Right of Way Rules.

4. COLLOCATION

The Parties agree the Effective Date of this Agreement shall not bar either Party from invoking Section 8.3 of the Preface (General Terms and Conditions) of this Agreement to reflect the outcome in GTE Service Corp. v. FCC, 205 F3d 416 (DC Circuit 2000).

4.1. Service Description

4.1.1. Collocation arrangements provide for the collocation of AT&T equipment necessary for interconnection or for access to unbundled network elements of PACIFIC in or near PACIFIC's Eligible Structures. PACIFIC shall provide collocation arrangements to AT&T via Physical Collocation, subject to space availability, in or near PACIFIC's Eligible Structures. PACIFIC shall provide Virtual Collocation when Physical Collocation is not available for technical reasons or because of space limitations, or upon AT&T's request.

4.1.2. In any Eligible Structure in which all options for Physical Collocation offered by PACIFIC have been exhausted, PACIFIC shall not provide additional collocation space beyond what PACIFIC or its affiliates are currently using and/or have reserved in that Eligible Structure.

4.2. General Terms and Conditions Applicable to Collocation

4.2.1. Security Procedures.

4.2.1.1. Protection of PACIFIC's and AT&T's equipment is crucial to each Party's ability to offer service to its customers. Therefore, each Party may impose reasonable security measures on the other to assist in protecting networks and equipment from harm, and each Party shall comply with the reasonable security measures of the other.

4.2.1.2. PACIFIC shall establish procedures for PACIFIC's employees, security guards and employees and representatives of other collocators to access the areas of Eligible Structures housing telecommunications equipment. Those procedures shall limit access to those employees, agents or invitees having a business need to be in these areas. AT&T shall have direct access to its physically collocated equipment 7 days a week, 24 hours a day. PACIFIC shall require all persons entering the collocation equipment areas to wear identification badges.

4.2.1.3. PACIFIC shall install security studs in the hinge plates of doors having exposed hinges if such doors lead to spaces which contain or house AT&T equipment or equipment enclosures. PACIFIC shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house AT&T equipment or equipment enclosures.

4.2.1.4. PACIFIC shall use electronic controls to protect all spaces which house or contain AT&T equipment or equipment enclosures, or, if electronic controls are not available, PACIFIC shall furnish security guards at those PACIFIC locations that are not already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis. In all cases, PACIFIC shall permit AT&T to install silent intrusion alarms back to AT&T manned sites. AT&T agrees that PACIFIC shall be the single point of contact with all law enforcement authorities or public agencies with respect to problems or alarms related to AT&T's equipment or equipment enclosures located on PACIFIC's premises. In no event will AT&T contact law enforcement authorities or public agencies as a result of a silent alarm.

4.2.1.5. With respect to Physical Collocation, PACIFIC shall furnish to AT&T a current written list of PACIFIC's employees who PACIFIC authorizes to enter spaces which house or contain AT&T equipment or equipment

enclosures, with samples of the identifying credentials to be carried by such persons.

4.2.1.6. With respect to Physical Collocation, PACIFIC agrees not to use card access readers and devices that use cards which are encoded identically (or that use mechanical coded locks) on doors to cages or other enclosures which house AT&T equipment. PACIFIC shall furnish AT&T with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured space housing AT&T's physically collocated equipment. Keys used in PACIFIC's keying systems for AT&T equipment enclosures shall be limited to PACIFIC employees and representatives for emergency access only. AT&T shall have the right to require PACIFIC to change locks at PACIFIC's expense where there is evidence of inadequate security. In all other cases, AT&T may require PACIFIC to change locks at AT&T's expense.

4.2.1.7. PACIFIC shall design collocation cages, when provided by PACIFIC, to prevent unauthorized access. In such instances, PACIFIC shall not increase the cost of providing the cage.

4.2.1.8. Additional provisions concerning security for Physical Collocation arrangements appear in Sections 4.3.5 through 4.3.10.

4.2.1.9. PACIFIC shall allow AT&T security personnel to audit the collocation area at a PACIFIC location for compliance with security procedures. If a security issue arises or if AT&T believes that PACIFIC's security measures fail to meet AT&T's requirements, AT&T shall notify PACIFIC and the Parties shall work together to address the problem. PACIFIC shall provide notification within two (2) hours to designated AT&T personnel to indicate an actual or attempted security breach.

4.2.1.10. PACIFIC represents that its security measures for AT&T are no more stringent than the security arrangements PACIFIC maintains at its own Eligible Structures either for its own employees or for authorized contractors, except for certain reasonable security measures that will assist in protecting PACIFIC's network and equipment from harm, as permitted by the Advanced Services Order.

4.2.1.11. PACIFIC will not use any information collected in the course of implementing or operating security

arrangements for any marketing or other purpose in aid of competing with AT&T.

4.2.1.12. AT&T technicians will be required to be knowledgeable of PACIFIC's security standards. AT&T personnel and technicians will undergo the same level of security training, or its equivalent, that PACIFIC's own employees and authorized contractors must undergo for the same type of access. PACIFIC shall not, however, require AT&T to receive security training from PACIFIC, but rather shall provide information to AT&T on the specific type of training required. AT&T may then provide security training to its own employees. PACIFIC shall provide to AT&T a copy of PACIFIC's qualification program and security training details within fifteen (15) days after the effective date of this Agreement and shall give sufficient advance notice of any changes so that AT&T can accommodate the changes without delaying installation or other work in connection with a collocation arrangement. If insufficient notice is given, PACIFIC shall offer expedited procedures, at no additional charge, to assure that there is no delay in scheduled installations or other work.

4.2.1.13. AT&T and PACIFIC will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other PACIFIC property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of AT&T or PACIFIC in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of AT&T or PACIFIC, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other PACIFIC property: (a) theft or destruction of PACIFIC's or AT&T's property (b) use or attempted use/sale of alcohol or illegal drugs on PACIFIC's property; (c) industrial espionage; (d) threats or violent acts against other persons on PACIFIC's property; (e) knowing violations of any local, state or federal law on PACIFIC's property; (f) permitting unauthorized persons access to PACIFIC's or AT&T's equipment on PACIFIC's property; (g) carrying a weapon on PACIFIC's property.

4.2.1.14. PACIFIC reserves the right to require AT&T, from time to time, to follow special security procedures which are also imposed on PACIFIC, its Affiliates, or their contractors, including access to the Eligible Structures for national security reasons.

4.2.1.15. PACIFIC's segregation of its own equipment for security reasons will not be a basis for a claim that space is exhausted. PACIFIC shall not charge AT&T, either directly or indirectly, for implementing such security measures, unless such charges have been approved by the Commission in the OANAD proceeding or other similar rulemaking proceeding concerning collocation costs.

4.2.1.16. Security Cameras. PACIFIC reserves the right to install security cameras in appropriate locations in order to protect its network and equipment from harm.

4.2.1.17. The security procedures set forth in this Section 4.2.1 are interim procedures. The final security arrangements applicable to this ICA will be determined in the Collocation Phase of OANAD.

4.2.2. Quotes

4.2.2.1. When responding to an application when the collocation space is available, PACIFIC shall provide a detailed quotation setting forth charges for each applicable rate element, including but not limited to the rate elements set forth below and any adopted by the Commission. Where charges are based on linear feet, PACIFIC shall include the number of linear feet used for each rate element calculation.

- Planning
- Infrastructure Area Charge
- Cage Preparation
- Land & Building
- Cable Racking
- Entrance Fiber
- Power Delivery
- Power Consumption
- Security Access Cards
- HVAC
- Relay Rack
- Equipment Bay
- Network Cabinet
- AC Outlet
- POT Frame Enclosure

- Timing Lead Network Equipment Bay Rack
- Network Cabinet Bay Rack

4.2.3. Orders for Additional Space. An order for additional space will be treated as an augment. To the extent possible, PACIFIC will not fill cages or bays consecutively but will fill them in a manner that would allow for contiguous growth. However, if other collocators want to collocate in that Eligible Structure and the unassigned contiguous space is needed, the space will be granted to the first collocator submitting an application and the requisite fee and deposit or surety bond. AT&T may augment its collocation space when it reaches a 60% utilization rate and may begin the application process prior to reaching the 60% utilization rate if AT&T expects to achieve 60% utilization before the process is completed. If PACIFIC uses a lower utilization rate for augmenting space for its own use or that of its Affiliates, the lower utilization rate shall apply to augmentation of AT&T's collocation space as well. If PACIFIC denies an application from AT&T based on under-utilization, the denial shall be accompanied by written certification from PACIFIC that the utilization rate used for determining when augmentation is allowed for its own space and that of its Affiliates is at least 60%.

4.3. Additional Terms and Conditions for Physical Collocation

4.3.1. Physical Collocation includes standard cage, shared cage, cageless, adjacent structure and other technically feasible collocation arrangements as described in the FCC's First Report and Order, FCC 99-48, CC Docket No. 98-147, released March 31, 1999. Physical collocation shall be provided pursuant to PACIFIC's physical collocation tariff, Schedule Cal. P.U.C. No. 175-T, Section 16, except for rates which are set forth in Attachment 8 and except as otherwise provided herein. Where they differ, the terms and conditions of this Agreement shall take precedence over PACIFIC's Schedule Cal. P.U.C. No. 175-T, Section 16. To the extent that terms and conditions for a specific form of Physical Collocation are not contained in PACIFIC's Schedule Cal P.U.C. No. 175-T, Section 16, the terms and conditions set forth in PACIFIC's Advice Letter No. 20412 shall be applicable on an interim basis, except for rates which are set forth in Attachment 8 and except as otherwise provided herein. Any physical collocation terms and conditions approved by the Commission, shall replace the terms and conditions described above prospectively at such time as the Commission decision becomes effective.

4.3.2. Adjacent Off-Site Arrangement. PACIFIC will permit AT&T to place equipment in an adjacent off-site location, to the extent technically feasible. For adjacent off-site arrangements, AT&T will place equipment near PACIFIC's premises. AT&T will arrange for its own rights-of-way and provide cabling at the nearest manhole to the Eligible Structure with enough slack to be pulled into the cable vault. AT&T will provide all components of the arrangement except connectivity. On an interim basis

the rates in Attachment 8, Appendix B for adjacent off-site collocation shall apply to the arrangements described in this section. This Agreement shall be modified by the Parties to conform to the determination in the Collocation Phase of the OANAD proceeding as to whether this off-site arrangement should be treated as “interconnection” or “collocation”.

4.3.3. Existing Condominium Arrangements. When AT&T and PACIFIC are located in a “condominium” or “three dimensional conveyance” building, or a building for which there is a Shared Network Facilities Agreement (SNFA) between the parties, AT&T shall be allowed to locate, in AT&T's wire center, equipment necessary for interconnection or access to unbundled Network Elements. The Parties agree that the interim rates in Attachment 8, Appendix B for adjacent off-site arrangements shall apply to the condominium arrangement described in this section. AT&T’s equipment shall be connected to PACIFIC's network at the DSO, DS1, DS3, OC3, OC12, OC48, and other rates that are established as an industry standard, subject to any technical limitations on the distance between wire centers. AT&T shall be responsible for the connection between AT&T’s wire center and PACIFIC’s facilities. Should AT&T elect to place a Physical Collocation in PACIFIC’s wire center, AT&T shall be allowed to cable directly between the AT&T wire center in the building to the AT&T collocation in PACIFIC’s wire center without having to go off premise. This Agreement 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 (which would include arrangements in “condominium” or “three dimensional conveyance” buildings, or buildings for which there is a Shared Network Facilities Agreement (SNFA) between the Parties) should be called “interconnection” or “collocation”.

4.3.4. DC Power

4.3.4.1. PACIFIC will provide to AT&T’s collocation arrangements, negative volt battery backed DC power to power AT&T’s equipment. Pacific will provide two (2) cable options. For AT&T’s caged arrangements, Pacific shall offer power increments of 40, 100 and 200 AMPS. PACIFIC will provide the necessary back-up power to ensure against power outages. PACIFIC’s power equipment supporting AT&T's equipment shall comply with all applicable state and all applicable technical publications or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout.

4.3.5. Entry Into Dedicated Space. PACIFIC may make arrangements to enter AT&T’s Dedicated Space by giving advance notice of the desired time and purpose of the entry (e.g., to examine condition of the Dedicated Space, make repairs required to be made by the PACIFIC hereunder, and for any other reasonable, mutually agreeable purpose). Non-emergency entry shall be subject to AT&T’s approval, which shall not be unreasonably

withheld. PACIFIC may, at any time, access the Dedicated Space for purpose of averting any immediate threat of harm imposed by AT&T's equipment or facilities upon the operation of the PACIFIC's equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, PACIFIC will notify AT&T by telephone before the entry or as soon thereafter as practicable, and will leave written notice of entry in the Dedicated Space, including the reason for entry, corrective actions taken, and any other pertinent information about the entry. In averting the threat, PACIFIC shall follow the same methods and procedures as it would follow to protect is own space and equipment under similar circumstances.

4.3.6. List of Individuals Requiring Access. AT&T will supply PACIFIC with a list of its employees, contractors, and vendors who require access. AT&T will notify PACIFIC, within 24 hours of its determination, of any employees, contractors, and vendors who are no longer authorized to have access to AT&T's Dedicated Space in any Eligible Structure, and shall return all available keys, access cards, and identification cards to PACIFIC within 7 days. At AT&T's request, PACIFIC shall deactivate any access cards that AT&T is unable to retrieve from personnel who are no longer authorized to have access. PACIFIC shall deactivate the cards within 2 hours after receipt of AT&T's request. All available credentials and access cards shall be returned upon termination of the Dedicated Space. AT&T will immediately notify PACIFIC of any lost, stolen, or damaged identification and/or access cards or keys. Replacements will be provided at rates the set forth in Attachment 8.

4.3.7. Access Card System. For PACIFIC locations which are equipped with secured access to the Collocation Area, PACIFIC will provide access to AT&T via access cards. PACIFIC shall provide an alternative form of access for use when the access card system is inoperable.

4.3.8. Central Entrance and Direct Access. PACIFIC will provide AT&T with a central entrance to the Eligible Structure and direct access to its equipment.

4.3.9. Security Devices. AT&T will not use security devices other than those types approved by PACIFIC for the Dedicated Space, which approval shall not be unreasonably withheld.

4.3.10. Identification. PACIFIC will issue appropriate identification credentials and access cards for AT&T employees, contractors and vendors. The identification credentials shall be worn at all times while such personnel are in or on PACIFIC property, including the Dedicated Space. Personnel without proper identification will be refused access and escorted off PACIFIC's premises.

4.4. General Terms and Conditions Applicable to Microwave and Virtual Collocation

4.4.1. The following terms and conditions contained in Section 4.4 of this Attachment are applicable solely to microwave and virtual collocation arrangements.

4.4.1.1. Obligation to Provide Service. PACIFIC shall make collocation available to AT&T on a basis that is at least equal in quality, price, and priority that PACIFIC provides to other carriers.

4.4.1.2. Charges for microwave and virtual collocation are subject, to the extent possible, to true up to the outcome of the Collocation Phase of the OANAD proceeding. To the extent this Agreement provides for charges that are not expressly disapproved by the Commission in the Collocation Phase of the OANAD proceeding, those charges shall remain applicable to this Agreement.

4.4.1.3. Termination and Cancellation of a Collocation Arrangement by PACIFIC.

4.4.1.3.1. PACIFIC shall have the right to terminate a collocation arrangement upon closure of a wire center in which the arrangement is located by providing written notice 180 days before the closure of the wire center.

4.4.1.3.2. PACIFIC shall have the right to terminate a collocation arrangement upon sale of an Eligible Structure in which the arrangement is located by providing written notice 180 days before the sale of the Eligible Structure.

4.4.1.3.3. PACIFIC shall have the right to terminate a collocation arrangement where the space becomes the subject of a taking under eminent domain. PACIFIC will notify AT&T of the taking and shall identify a reasonable schedule for removing AT&T's equipment and property. Where such notice has been given and a removal schedule established, AT&T shall have no claim against PACIFIC for relocation expenses or any part of any award or any value of any unexpired term of service. Nor shall AT&T have any claim against PACIFIC for any loss of business from full or partial interruption or interference due to any termination, provided PACIFIC gives notice as required above and AT&T cooperates with scheduling removal of equipment. AT&T may pursue its own claim against the eminent domain authority ordering the taking of the Eligible Structure.

4.4.1.3.4. PACIFIC may terminate a collocation arrangement if there has been partial or total damage or destruction of an Eligible Structure and PACIFIC decides not to repair or rebuild any part of the Eligible Structure. PACIFIC shall inform AT&T of its

decision not to repair or rebuild within 180 days after the damage or destruction occurs.

4.4.2. Responsibility for Damage. Subject to the limitation of liability provisions in the Preface of this Agreement, each party shall be responsible for any loss, damage or injury to the other Party's network, equipment or facilities occurring as a result of the negligence of willful misconduct of the Party (including its employees, vendors, contractors or agents).

4.4.3. Indemnification and Insurance. In connection with collocation arrangements, indemnification will be provided by the Parties in accordance with Section 11 of the Preface of this Agreement. AT&T will meet reasonable insurance requirements to cover damages caused by the negligence or willful misconduct of AT&T's employees, vendors, contractors or agents while on PACIFIC's premises, provided PACIFIC provides AT&T with documentation setting forth those requirements. AT&T will require its contractors to meet reasonable insurance requirements to cover damages caused by the contractors' negligence or willful misconduct while on PACIFIC's premises at a level commensurate with the insurance required of PACIFIC's authorized contractors with equivalent access, provided PACIFIC provides AT&T with documentation setting forth those requirements and written certification that the requirements apply to its contractors. Insurance obligations for AT&T and PACIFIC may be met through self-insurance.

4.4.4. Obligations for Permits and Licenses and Extraordinary Costs. PACIFIC will obtain and pay for any permits required to establish the collocation area. Except as provided above, AT&T is responsible for obtaining any other licenses and permits.

4.4.4.1. Any modification or upgrades PACIFIC is required to make to its Eligible Structure or cable space under building or fire codes or regulations, or the Americans with Disabilities Act, or in compliance with any other governmental regulation or safety requirement, resulting from any actual or planned use of the collocation space by AT&T shall be done at the sole cost and expense of AT&T.

4.4.4.2. AT&T will be responsible for any additional taxes, charges or assessments made against PACIFIC and its property as a result of AT&T's collocation in PACIFIC's Eligible Structures.

4.4.5. Contact Numbers. Each Party shall provide the other with a contact number for technical personnel, including personnel responsible for clearing trouble reports, who are readily accessible 24 hours a day, 7 days a week. Each Party shall provide to the other a current local contact and telephone contact number that is readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written

notification, the Parties will provide the contact numbers included in the application process.

4.4.6. Assignment of Collocation Arrangements. AT&T may assign or transfer the use of collocation arrangements to an entity that meets all legal requirements necessary to obtain collocation space in PACIFIC's Eligible Structures, provided that the assignee has assumed all of AT&T's outstanding indebtedness for and obligations associated with the arrangements. AT&T is responsible for providing PACIFIC with all documentation necessary to determine that the assignee or transferee meets all legal requirements necessary to obtain collocation space in PACIFIC's Eligible Structures. In all cases of assignment or transfer, the written acknowledgment of PACIFIC is required prior to such assignment or transfer, which acknowledgment shall be made within 30 days from the receipt of notification and the necessary documentation to determine that the assignee or transferee meets all legal requirements necessary to obtain collocation space in PACIFIC's Eligible Structures. Such acknowledgment shall not be unreasonably withheld.

4.4.7. Cable Placement & Removal

4.4.7.1. PACIFIC will designate an interconnection point for each entrance into an Eligible Structure as close as reasonably possible to PACIFIC's premises. PACIFIC will provide two (2) entrances points, where available. AT&T will construct its fiber optic cable to the interconnection point location. AT&T is responsible for placing its cable from the interconnection point into the central office vault and providing sufficient cable length for PACIFIC to extend and remove such cable to terminate where AT&T-owned equipment will be placed in the Eligible Structure.

4.4.7.2. A maximum of four (4) fiber cables, each not to exceed 1.5 inches in diameter, may be placed from the point(s) of entry to AT&T's collocation space(s). Cable placement subsequent to the first two cables into an office will be at the discretion of PACIFIC, dependent upon the physical limitations of the available conduit entrance facility. PACIFIC will furnish observer(s) when AT&T is pulling cable within a vault, splicing in a vault, or performing other critical tasks. AT&T will pay the labor rates pursuant to PACIFIC's applicable tariff.

4.4.8. Work Stoppages. In the event of work stoppages, a separate entrance will be established for AT&T, where possible, at no additional cost.

4.4.9. Environmental Conditions. PACIFIC shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for AT&T's collocation space and equipment similar to what PACIFIC provides for its equipment. These environmental conditions shall

comply with TP76300MP or other recognized industry standards upon which the Parties may mutually agree.

4.4.10. Non-Emergency Work. PACIFIC shall provide AT&T with written notice ten (10) business days before PACIFIC or its subcontractors perform non-emergency work that may affect AT&T's collocation space or equipment. PACIFIC will inform AT&T by telephone of any emergency-related activity that PACIFIC or its subcontractors may be performing that may affect AT&T's collocation space or equipment. Notification of any emergency-related activity shall be made as soon as practicable after PACIFIC learns that such emergency activity is necessary.

4.4.11. Performance Standards. Except where required by law, PACIFIC shall not impose any performance standards, except for safety, on AT&T's collocated equipment.

4.4.12. PACIFIC's Fire, Safety and Environmental Standards. In using collocation arrangements, AT&T, and its agents and contractors, shall abide by fire, safety, and environmental policies and practices of PACIFIC.

4.4.13. Waste and Nuisance. Neither AT&T nor PACIFIC shall cause, maintain, or permit any nuisance in, on or about AT&T's Dedicated Space or in any part of PACIFIC's property. Neither AT&T nor PACIFIC shall commit or suffer to be committed any waste in or upon AT&T Dedicated Space or in any part of PACIFIC's property.

4.4.14. Access to Parking and Health Related Facilities. PACIFIC shall provide reasonable access to health related facilities (restrooms, eyewash stations, shower stations, drinking water, etc.), as well as parking, at PACIFIC's Eligible Structures.

4.4.15. Telephone Service. AT&T may order, separately, from PACIFIC, exchange telephone service that may be used only for required testing and maintenance purposes in the licensed collocation space.

4.4.16. Customer Premises Designation. PACIFIC shall not deny service to AT&T on the grounds that its collocation space in an Eligible Structure is not a customer premise.

4.4.17. Any major revision to an application will be treated as a new application following the guidelines set forth below, and will be subject to the time intervals set forth above.

4.4.18. Revisions to Application. AT&T reserves the right to change the make and/or model of equipment to be collocated provided that the power requirements, size and heat dissipation of the substituted equipment is not significantly different than the originally specified equipment. Such changes shall not affect the installation interval unless the design or actual provisioning of the collocation arrangement have commenced and the changes require a modification of the design or the actual arrangement.

All revisions to an initial request for a collocation arrangement submitted by AT&T must be in writing via a new application form. A new interval for the collocation arrangement will be established if the revision causes a modification to the design or actual arrangement as noted above or if the revision is major. A major revision will include: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; and adding design and engineering requirements above those which PACIFIC normally deploys and practices (e.g., redundancy of certain mechanical and electrical systems). However, except as noted above, minor revisions will not require that a new interval be established. Examples of minor changes include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. If the revision is major, AT&T will be required to pay. No additional application fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

4.4.19. Orders for Additional Space. An order for additional space will be treated as an augment. To the extent possible, PACIFIC will not fill cages or bays consecutively but will fill them in a manner that would allow for contiguous growth. However, if other collocators want to collocate in that Eligible Structure and the unassigned contiguous space is needed, the space will be granted to the first collocator submitting an application and the requisite fee and deposit or surety bond. AT&T may augment its collocation space when it reaches a 60% utilization rate and may begin the application process prior to reaching the 60% utilization rate if AT&T expects to achieve 60% utilization before the process is completed. If PACIFIC uses a lower utilization rate for augmenting space for its own use or that of its Affiliates, the lower utilization rate shall apply to augmentation of AT&T's collocation space as well. If PACIFIC denies an application from AT&T based on under-utilization, the denial shall be accompanied by written certification from PACIFIC that the utilization rate used for determining when augmentation is allowed for its own space and that of its Affiliates is at least 60%.

4.4.20. Nonrecurring Charge Proration. PACIFIC shall prorate nonrecurring charges for space preparation, so the first collocator in an Eligible Structure will not be responsible for the entire cost of site preparation. However, ancillary charges for unique AT&T requests for collocation options directly attributable to AT&T will not be pro-rated. Examples include power arrangements, remote switch module related options and POT bay related options. PACIFIC shall refund nonrecurring charges for cage installation to AT&T if AT&T surrenders its occupied Dedicated Space and if that space is subsequently needed by another collocator.

4.4.21. Cancellation of Collocation Arrangement. In the event that AT&T cancels a collocation arrangement prior to the Dedicated Space turnover date, PACIFIC will refund any payments made by AT&T less costs reasonably incurred by PACIFIC prior to receipt of AT&T's cancellation notice. PACIFIC shall assign the space to the next collocator requesting space in that Eligible Structure. When the Dedicated Space is subsequently assigned to another collocator, PACIFIC shall refund the nonrecurring charges retained by PACIFIC to the extent PACIFIC is able to obtain those nonrecurring charges from the new collocator.

4.4.21.1. PACIFIC shall have the right to cancel collocation service if:

- AT&T fails to timely pay any rate or charge and still fails to pay within 30 days of written notice.
- AT&T breaches any provision of this tariff and fails to cure the breach within 45 days of written notice.

PACIFIC may individually cancel collocation service in a wire center without prior notice if, in the opinion of PACIFIC, a serious security breach is committed by AT&T.

4.4.22. Discontinuance and Termination of a Collocation Arrangement. AT&T must provide written notice of discontinuance of a collocation arrangement at least 30 days prior to the actual discontinuance. Upon the discontinuance of service, AT&T shall surrender the Dedicated Space or land for an Adjacent Structure to PACIFIC, in the same or better condition as when first occupied by AT&T, except for ordinary wear and tear. AT&T agrees to remove its equipment from the Dedicated Space within 30 days after the discontinuance date. Monthly rates will apply until all non-PACIFIC equipment and facilities are removed from PACIFIC property, unless otherwise agreed to by PACIFIC. Any equipment not removed within the timeframe specified above, may be removed by PACIFIC and stored in a non-PACIFIC location, at the expense of AT&T. Notwithstanding the foregoing, any cabling, wiring and conduit installed by or for AT&T in connection with use of the collocation space may, at AT&T's option, remain a part of the Eligible Structure, and in that case shall be deemed the property of PACIFIC as of the discontinuance date.

4.4.23. Installation and Removal Procedures. Installation and removal of AT&T's equipment shall comply with PACIFIC's technical publication for installation requirements as specified in TP76300MP, electrical and engineering standards, and fire, safety, health, environmental, and network safeguards, established by PACIFIC.

4.4.24. Relocation of Equipment. PACIFIC or AT&T may request that AT&T's facilities or equipment be relocated to another space in an Eligible Structure PACIFIC has deemed suitable for collocation. If equipment is relocated, the Parties shall cooperate in coordinating the construction and relocation, with the cost to be borne by the Party requesting or requiring

the relocation. However, if PACIFIC's request to relocate AT&T's equipment is based upon compliance with governmental regulation or safety requirements, then the cost of relocation will be borne by AT&T. PACIFIC will make all reasonable efforts to minimize disruptions of AT&T's services during relocation. If PACIFIC deems it necessary to relocate AT&T's equipment or facilities for reasons other than an emergency, PACIFIC will provide at least 180 days advance written notice.

4.4.25. Equipment Ownership and Equipment Standards. AT&T will retain ownership of all equipment and facilities placed in or on PACIFIC property for the duration of its facilities and equipment presence in or on PACIFIC property. All collocated equipment and facilities shall comply with PACIFIC's Technical Publication 76200MP, with regard to network power, grounding, environmental and physical design, engineering and electrical standards, and other environmental standards. AT&T's collocated equipment shall also comply with industry safety standards. AT&T shall be required to obtain approval from PACIFIC to make improvements or alterations to collocated equipment configurations that do not require additional power. Such approval will not be unreasonably withheld.

4.4.26. Types of Equipment Permitted in Dedicated Space. AT&T may locate any type of equipment used or useful for interconnection or access to unbundled network elements, regardless of whether such equipment includes a switching functionality, or provides enhanced services capabilities. PACIFIC will permit, without limitation, the collocation of equipment such as DSLAMs, routers, ATM multiplexers, and remote switch modules, in PACIFIC Eligible Structures. PACIFIC shall not place any limitations on the ability of AT&T to use all the features, functions, and capabilities of collocated equipment, including but not limited to, switching and routing features and functions. AT&T will certify in writing to PACIFIC that the equipment is used and useful for interconnection or access to unbundled network elements. PACIFIC may deny the collocation of equipment that is not necessary for either access to unbundled network elements or for interconnection, such as equipment used exclusively for switching or enhanced services. Whenever PACIFIC objects that collocation of AT&T equipment is not for purposes within the scope of Section 251(c)(6) of the Act, PACIFIC shall prove to the Commission that the equipment will not be actually used by AT&T for the purpose of obtaining interconnection or access to unbundled network elements.

4.5. Additional Terms and Conditions Applicable to Microwave Collocation.

In addition to terms and conditions applicable to all types of Physical Collocation, the following terms and conditions shall apply to microwave collocation. With respect to microwave collocation, in the event of any conflict or inconsistency between this Section 4.5 and other terms and conditions applicable to Physical Collocation, the terms and conditions in this Section 4.5 shall take precedence.

4.5.1. Obligation to Provide Microwave Collocation. This Agreement shall be modified by the Parties, if necessary, to conform to the determination in the Collocation Phase of the OANAD proceeding as to whether microwave arrangements should be treated as “entrance facilities” or “collocation”. Where technically feasible, and subject to the limitations and terms described herein, PACIFIC will provide for Physical Collocation of AT&T microwave equipment, including supporting masts and microwave antenna(e), necessary for interconnection or access to unbundled Network Elements, on the rooftops or other suitable exterior spaces of PACIFIC’s Eligible Structures. PACIFIC shall provide unobstructed line-of-sight for microwave collocation where technically feasible, but such line-of-sight is not guaranteed to be available.

4.5.2. Preliminary Site Visits. AT&T may, at its option, request a site visit, in writing, setting forth the names of the Eligible Structure(s) AT&T wishes to visit for potential microwave collocation. The purpose of the site visit is to determine whether an unobstructed line-of-sight microwave collocation is technically feasible. Site visits shall not obligate AT&T to request, or PACIFIC to provide, microwave collocation at that Eligible Structure. The site visit will take place within 10 business days of receipt by PACIFIC of AT&T’s site visit request or at such later date as may be mutually agreed by the parties. However, if the site is not accessible by automobile, the site visit will take place within 20 business days of receipt by PACIFIC of AT&T’s site visit request or at such later date as may be mutually agreed by the parties. AT&T will submit a site visit request fee of $250.00 for each site requested with each site visit not to exceed two hours from when the parties enter the Eligible Structure. For site visits that take longer than two hours, PACIFIC will charge AT&T on a per hour basis for each hour after the first two hours. Where Pacific demonstrates that no automobile access to a site is available, AT&T agrees to pay charges for alternative transportation for the preliminary site visit.

4.5.3. Microwave Collocation Application. AT&T shall submit an application form for each Eligible Structure when AT&T seeks microwave collocation. There will not be a separate application fee for the placement of microwave facilities when AT&T installs such facilities at the time it establishes a new Physical or Virtual collocation arrangement. When AT&T submits an application to install its microwave facilities to supplement an existing collocation arrangement, AT&T shall pay the planning fee for subsequent requests, as set out in Attachment 8. AT&T shall specify in the application whether PACIFIC should provide a “Track A” or “Track B” quote, or both, as described more fully below. AT&T shall indicate whether it its applying for a non-penetrating roof mount (NPRM), parapet mount, wall mount, ground or tower mount. For each microwave collocation application submitted, AT&T shall pay an application fee as set forth in Attachment 8. The application fee shall be due and payable with submission of the microwave collocation application.

4.5.4. Post-Application Site Visits. If a preliminary site visit has not been performed prior to AT&T's submission of a microwave collocation application, the Parties shall visit the Eligible Structure where microwave collocation has been requested to determine whether an unobstructed line-of-sight is technically feasible. If an unobstructed line-of-sight appears to be technically feasible, then PACIFIC will develop a quote(s) for the microwave collocation, as set forth below. If an unobstructed line-of-sight does not appear to be technically feasible, within ten (10) days of the site visit PACIFIC will provide AT&T a written statement explaining why line-of-sight microwave collocation is not technically feasible.

4.5.5. Preparation of Quote(s)

4.5.5.1. Within thirty (30) days of receiving a microwave collocation application from AT&T, PACIFIC will provide, as more fully described below, (1) a written assessment (2) Track A and/or Track B quote(s) and (3) a quote for the monthly recurring charges. A Track A quote shall state that PACIFIC will be responsible for performing the necessary microwave collocation work.

4.5.5.2. AT&T may, under Track B, retain PACIFIC-approved contractors to provide the necessary work for the microwave collocation arrangement or perform the work itself, if AT&T is an PACIFIC-approved contractor. Any such contractors that will require access to Pacific's premises shall be approved by Pacific, as described in Section 4.3.17 (Use of Contractors). If AT&T elects to subcontract the work for the microwave collocation arrangement or to perform the work itself, PACIFIC may choose to monitor and/or supervise such work and may bill AT&T reasonable expenses associated with such monitoring. PACIFIC or its designated subcontractors shall perform all necessary work outside of the microwave collocation arrangement (including work associated with power and building modifications) unless otherwise agreed to by the Parties. AT&T shall reimburse PACIFIC for performing such work. In any event, all work performed shall be done exclusively by PACIFIC-approved contractors. The quote(s) shall reflect the specifications submitted by AT&T.

4.5.6. Written Assessment - In connection with the quote, PACIFIC shall provide a written assessment that includes the following:

4.5.6.1. A statement of technical feasibility;

4.5.6.2. Support structure requirements (i.e., PACIFIC shall indicate whether AT&T's request for a non-penetrating roof mount, parapet mount, wall mount, ground mount or tower mount is granted);

4.5.6.3. Preliminary construction drawings that show the relevant roof plan, elevations as necessary, support structure detail and floor loadings for roof; and

4.5.6.4. Electrical drawings.

4.5.7. Acceptance of Quote. AT&T shall accept, reject or request changes within 45 days from receipt of quote. To accept a quote, AT&T shall so state in writing and shall pay PACIFIC 50% of the total estimated non-recurring charges with the balance due upon completion of the microwave collocation area and any necessary supporting electrical or building modification work after the final method of procedure meeting as set out in the Schedule below. The date of receipt of such payment shall be the Start Date for purposes of this Section 4.5.

4.5.8. Track A Quotes. Track A Quotes shall set forth separate, itemized charges for the following work:

4.5.8.1. Architect Fees. - This shall be based on a quote actually received from a PACIFIC-approved architect plus appropriate loadings for PACIFIC personnel. The standard building permit application process will be handled by PACIFIC's architect or contractor. Work related to AT&T obtaining a Conditional Use Permit (CUP) will be handled as described below.

4.5.8.2. Engineering Study. PACIFIC shall perform an Engineering Study to maintain the integrity of the roof-top location or existing tower structure. The fee quoted for the study will be the sum of the hourly charges for time spent by PACIFIC's engineers or contractors.

4.5.8.3. Microwave Equipment Installation. The microwave equipment installation quote shall be based on a quote actually received from a PACIFIC-approved contractor plus labor rates for PACIFIC personnel, if applicable, and shall include:

- Mounting of microwave antenna(e), associated antenna(e) electronics, if applicable (e.g., outdoor unit (ODU)) and support structure, as required;
- Installation of required cabling;
- Installation of any required conduit to the interior Physical or Virtual Collocation space;
- Coring, if required;
- Weatherproofing, if required;
- Electrical modifications, including grounding per BSP 802-001-180MP and TP 76200MP; and

- Antenna/tower construction specialist, if required.

4.5.8.4. PACIFIC Supervision of Installation.

This shall be the sum of hourly charges of any PACIFIC real estate specialists or project managers who monitor the installation performed by PACIFIC's contractor. All necessary monitoring and related activity undertaken by PACIFIC employees shall not exceed a total of two hours per day of construction unless circumstances reasonably warrant additional time.

4.5.8.5. Special Security Construction.

If PACIFIC demonstrates that new, secure access to the Microwave Collocation location is reasonably necessary or if AT&T so desires such access, the costs associated with the construction of such access shall be described on a separate schedule to be provided by PACIFIC to AT&T. The construction quote shall be a quote actually received from a Pacific-approved contractor plus appropriate loading for work performed by PACIFIC personnel.

4.5.8.6. Permitting Review

When AT&T is required to obtain permits or governmental approvals for microwave collocation arrangements, AT&T will notify PACIFIC of any hearings scheduled in connection with the permits or government approvals. Where permitting is required, charges shall be the sum of the hourly charges of PACIFIC Real Estate and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting AT&T in the permitting process. PACIFIC shall have final approval authority on all proposed conditions (which shall not be unreasonably withheld) imposed by relevant jurisdictions and PACIFIC shall have the right to be represented at all hearings in connection with governmental approvals.

4.5.9. Track B Quotes. The Track B Quote shall set forth separate itemized charges for the following work:

4.5.9.1. Architectural Plan Review:

This shall be the sum of hourly charges of PACIFIC architects or contractors necessary to review the plans. PACIFIC shall not charge in excess of two hours for such review, unless PACIFIC demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

4.5.9.2. Permitting Review:

When AT&T is required to obtain permits or governmental approvals for microwave collocation arrangements, AT&T will notify PACIFIC of any hearings scheduled in connection with the permits or government approvals. Where permitting is required, this shall be the sum of the hourly charges of PACIFIC Real Estate and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting AT&T in the permitting process. PACIFIC shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and PACIFIC shall have the right to be represented at all hearings in connection with governmental approvals.

4.5.9.3. Supervision of General Contractor:

This shall be the sum of the hourly charge of any PACIFIC Real Estate Building Specialists or Project Managers who monitor the installation performed by AT&T's contractor. All necessary monitoring and related activity undertaken by PACIFIC employees or contractors shall not exceed a total of two (2) hours per day of construction unless PACIFIC demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

4.5.9.4. Special Security Construction:

This shall be the same element as set forth in Section 4.5.8.5 above.

4.5.9.5. Nonrecurring Charges. AT&T will perform the following work outside the microwave collocation arrangement, unless the Parties agree otherwise, in which case PACIFIC will include a quote for PACIFIC or its contractors to perform coring within the Central Office, if required, weatherproofing (if required) and electrical modifications, including grounding. The quote will also include a quote for PACIFIC to install the cabling from AT&T's collocation arrangement within the building to AT&T's microwave facilities on the roof.

4.5.9.6. Recurring Charges. AT&T shall pay a monthly recurring roof-top space rental fee, as set forth in Attachment 8. AT&T shall pay escort charges as set forth in Attachment 8.

4.5.10. AT&T Responsibilities Under Track B. Prior to the commencement of any work, AT&T shall, at its sole cost and expense, prepare and deliver to PACIFIC complete working drawings, plans and specifications (the "Plans"), detailing the location and size of the facilities, antennae(s) and specifically describing all proposed construction and work. No work shall commence until PACIFIC has approved the Plans, which approval will not be unreasonably withheld or delayed. AT&T or its PACIFIC-approved contractors shall (a) perform all such construction in a safe and workmanlike manner; (b) perform all such construction and work in such a way as to minimize interference with the operation of the Eligible Structure; and (c) obtain, prior to the commencement of any construction and work, all necessary federal, state and municipal permits, licenses and approvals.

4.5.11. Equipment and Testing. AT&T shall be responsible for providing, at its sole expense, the antenna(e), cabling, brackets, connectors, support structure and weather-proofing materials for such support structure or antenna(e) and all other materials required for the microwave collocation. AT&T shall also be solely responsible for final adjustments (e.g., pointing) of the antenna(e). AT&T is limited to the placement of four microwave antenna(e) within a 5x5 feet space, each with a limit of 48 inches in diameter and/or under 20 feet in height from the point of attachment, subject to line-of-sight and structural engineering guidelines. At no time, shall AT&T direct an antennae(s) across open roof space without approval of PACIFIC, for which PACIFIC shall not unreasonably withhold.

4.5.12. Conditional Use Permit Process. AT&T shall be responsible for obtaining all relevant Conditional Use Permits (CUPs) that may be necessary and shall bear all costs and fees. In the instance AT&T is required to obtain a CUP, AT&T shall regularly apprise PACIFIC of the status of such permitting and consult with PACIFIC as reasonably necessary. If appropriate permits call be obtained for a NPRM, but a CUP is required for AT&T's requested antenna mount, AT&T may place an NPRM for microwave collocation on PACIFIC's Eligible Structure, if technically feasible. AT&T will remove the NPRM at AT&T's expense, within 30 days of obtaining the necessary CUP. If, however, AT&T uses good faith efforts but is unable to obtain the CUP within 120 days of submitting its CUP request, upon PACIFIC's request, the Parties shall meet and confer to negotiate in good faith to either extend the length of time the NPRM may remain on the Eligible Structure or reach agreement on an alternative form of interconnection. If the Parties cannot reach agreement within 30 days of meeting and conferring, then either Party may invoke the Alternative Dispute Resolution (ADR) procedures set forth in Attachment 3. PACIFIC shall cooperate with AT&T in

assembling the necessary materials to file for a permit and during the permitting process. AT&T shall notify PACIFIC of such hearings. AT&T shall pay PACIFIC the hourly rates for time reasonably necessary and actually spent by PACIFIC real estate or project managers on the permitting process. PACIFIC shall have final authority and exercise it in a reasonable manner on all proposed jurisdictional conditions and has the right to be represented at all CUP hearings.

4.5.13. Schedule. The initial microwave collocation method of procedure (MOP) meeting between the Parties and the contractor(s) shall be held within ten (10) business days after the Start Date (as defined in Section 4.5.7 above) or PACIFIC's receipt of all necessary permits, whichever is later. Installation of the microwave collocation will be complete within ten (10) business days of the MOP, provided (1) AT&T has delivered all the necessary microwave and related equipment to the Eligible Structure prior to or on the date requested by the contractor; (2) all necessary permits have been issued; (3) there is not inclement weather which makes it commercially unreasonable to perform the work (e.g., rain or snow); (4) there are not concurrent PACIFIC projects, underway or planned that interfere with the completion of AT&T's proposed project unless such projects have been disclosed at the initial MOP or is an emergency project, and (5) there are no acts of God or other force majeure which prohibit the installation. A final project acceptance meeting shall be scheduled within five (5) business days of the installation completion date. At this final meeting, the Parties shall review and approve the hand-off of the microwave collocation.

4.5.14. No Property Right Conferred. Microwave collocation shall not confer or be deemed to confer any property interest or right in PACIFIC's property, and AT&T hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of PACIFIC's property solely for the purposes set forth herein. The method of placing AT&T's antenna(e) on Pacific's roof will be determined by Pacific (e.g., whether parapet or wall mount, etc.). Title to AT&T's Microwave Collocation equipment shall remain in AT&T as the property of AT&T and shall not become fixtures to PACIFIC's property.

4.5.15. Responsibilities of the Parties for Microwave Collocation

4.5.15.1. In addition to its general responsibilities for Physical Collocation, for microwave collocation AT&T shall obtain any and all necessary permits, variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, including without limitation, conditional use permits and building permits, FCC licenses and FAA approval, to operate and maintain AT&T's collocated microwave facilities. AT&T shall not use PACIFIC's property or permit AT&T's agents or contractors to do anything in or about the central offices in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation,

operation or maintenance of AT&T's microwave collocation equipment. AT&T shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant in nearby properties.

4.5.15.2. In addition to its general responsibilities for Physical Collocation, for microwave collocation where PACIFIC performs the installation work, (i.e., Track A) PACIFIC shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. PACIFIC shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. PACIFIC shall require that all contractors include AT&T as an additional insured to any policies of insurance maintained by the contractor for purposes of the work, and shall indemnify AT&T from losses, costs and expenses incurred as a result of contractor's work. AT&T hereby acknowledges and agrees that PACIFIC shall not be liable for the work performed, materials, supplied, or work products furnished by any contractor, and that AT&T shall look solely to the contractor and any warranties, indemnification or insurance furnished by such contractor, waiving and releasing PACIFIC from any claim or liability therefrom except to the extent of the negligence or willful misconduct of PACIFIC in the performance of its project management activities.

4.5.15.3. In addition to PACIFIC's general responsibilities for Physical Collocation, for microwave collocation under Track B, PACIFIC architects or contractors shall review AT&T's plans. Where permitting is required, PACIFIC may review permitting material and shall assist AT&T in the permitting process. AT&T shall pay the applicable labor rates associated with PACIFIC personnel participating in the permitting process.

4.5.15.4. AT&T acknowledges that there may be other existing wireless communications facilities or licensees on or at the Eligible Structure, and/or PACIFIC may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at the Eligible Structure. AT&T shall cooperate with PACIFIC and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to the Eligible Structure, including utility connections and access. Subject to ownership of any exclusive frequency

rights, AT&T facilities shall not physically, electronically, or inductively interfere with the existing PACIFIC or other customers' or tenants' existing facilities. Similarly, PACIFIC's and other wireless carriers facilities shall not physically, electronically, or inductively interfere with AT&T's facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation.

4.5.15.5. Upon the expiration or termination of this Agreement, AT&T shall surrender the Microwave Collocation space to Pacific in its original condition and in good order and repair, less ordinary wear and tear. AT&T, at its expense, to PACIFIC's reasonable satisfaction, shall repair any and all damages caused by removal of AT&T's Microwave equipment, or by the use, operation or placement of its Microwave equipment on the Premises. In the event AT&T fails to remove its Microwave equipment, PACIFIC shall have the right to retain such Microwave equipment and all rights of AT&T with respect to it shall cease. AT&T shall be liable to PACIFIC for all costs of removal, restoration of the property, and the costs of storage, transportation, sale or other disposition of such Microwave equipment incurred by PACIFIC.

4.5.15.6. At its sole cost and expense, AT&T shall maintain AT&T's provided Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, AT&T shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If AT&T shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from PACIFIC, PACIFIC shall have the right but not the obligation to clean up the space on AT&T's behalf. In such event, AT&T shall be liable to PACIFIC for the cost and expense of such work, upon written demand.

4.5.15.7. Secure Access

PACIFIC shall provide AT&T, and its employees, authorized agents and contractors access to AT&T's Microwave Collocation arrangement, twenty-four (24) hours a day, seven (7) days a week, subject to PACIFIC's access and security regulations, rules or policies which may govern at PACIFIC's property. AT&T acknowledges and agrees that in most, if not all cases, PACIFIC's property is a secured location and that access rights will be restricted to only those areas necessary to reach AT&T's Microwave Collocation arrangement(s). AT&T and its agents and contractors shall at all times while on PACIFIC's Property carry picture identification designating each such person as a representative of AT&T. Further, AT&T hereby covenants to exercise all due care so as not to interfere

with any operations of PACIFIC or PACIFIC's licensee, tenants or occupants.

4.5.15.8. Cable Provisioning. AT&T is responsible for providing and running the cable from the radio frequency (RF) equipment to the collocation arrangement through the use of an PACIFIC-approved vendor. PACIFIC will be responsible for providing the necessary cable support structure at rates included in Attachment 8.

4.5.15.9. Line of Sight. PACIFIC will manage roof space on a first-come first-served basis. PACIFIC shall work cooperatively with AT&T in determining suitable space for AT&T's equipment. Once the parties mutually determine an initial location that provides for line of sight as described herein, AT&T is guaranteed a clear line of sight from the antenna mount and the edge of the roof line, to the extent PACIFIC has control over determining that line of sight. If PACIFIC requires a building enhancement modification or through the placement of additional equipment obstructs AT&T's existing line of sight, PACIFIC will work with AT&T to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by PACIFIC. If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

4.6. Virtual Collocation

4.6.1. Basic Description of Virtual Collocation. Virtual Collocation provides for the collocation of AT&T equipment necessary for interconnection or access to unbundled network elements. PACIFIC will be responsible for the repair and maintenance and, if requested, installation of AT&T owned and provided collocation equipment and any facilities located within an Eligible Structure and the virtual collocation point of termination where applicable (i.e., all AT&T equipment inclusive of the cabling of cross connect tie pairs to the main distribution frame). AT&T, in consultation with PACIFIC, will select an IVEN-approved vendor for installation of AT&T's virtual collocation equipment, or will request that PACIFIC perform the installation. Equipment in virtual collocation arrangements shall be compliant with applicable NEBS documentation concerning safety as defined in TP76200, and grounding and electrical interference requirements, except that PACIFIC shall not impose safety requirements on AT&T that are more stringent than the safety requirements it imposes on its own equipment. PACIFIC shall retain ownership of its Eligible Structure floor space, and any PACIFIC facilities, equipment, or other property used to provide virtual collocation. Only a license to occupy designated space is granted to AT&T. The designated space may be used only for the purposes of installing, maintaining, and operating AT&T's

facilities and associated equipment used or useful for interconnection or access to unbundled network elements.

4.6.2. AT&T's Responsibilities.

4.6.2.1. AT&T will provide and engineer, at its expense, AT&T's facilities and equipment. For the initial installation, AT&T shall provide all plug-ins and/or circuit packs (working, spare, and replacements) for fully equipped bays. As an alternative to fully equipped bays, AT&T shall equip the bay(s) with sufficient plug-ins and circuit packs for a minimum of one year's projected growth.

4.6.2.2. After the initial installation, or an augment, Pacific shall install additional plug-ins and circuit packs upon AT&T's request, according to the following installation intervals.

4.6.2.2.1. Standard interval for installation of plug-ins and/or circuit pack augments that involve no more than plugging in the circuit packs or plug-ins shall be five (5) business days from the date of AT&T's written request.

4.6.2.2.2. Expedited interval for installation of plug-ins and/or circuit pack augments that involve no more than plugging in the circuit packs or plug-ins shall be no less than three (3) business days from the date of AT&T's written request. AT&T will submit expedited requests only when existing capacity is insufficient to meet current orders.

4.6.2.3. AT&T will also provide, at its expense, the following:

4.6.2.3.1. All unique tools or test equipment including but not limited to:

- Laptop/Dumb terminal that emulates VT100
- Null modem cable –RJ45 to DB9, plus a serial DB9 adapter
- Coax cables
- Cables with RJ45 connectors
- AMP gender changers (male/female)
- AWG #18 wire
- GMT fuses
- ESD wriststrap
- Any ancillary equipment and cable used for remote monitoring and control

4.6.2.3.2. All technical publications and updates associated with all AT&T owned and provided equipment

4.6.2.3.3. All training (as described below)

4.6.2.3.4. Payment to the installation vendor for installation, removal, and any corrective actions, if required, of the virtual equipment

4.6.2.3.5. Any Product Change Notice ("PCN") modifications, upgrades, and/or changes to their equipment

4.6.2.3.6. Replacements for any recalled, obsolete, defective or damaged facilities associated with any of its equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by AT&T for placement in/on PACIFIC property in connection with virtually collocated equipment. AT&T shall provide a stock of such items (excluding unique tools and test equipment) to PACIFIC in sufficient quantities for PACIFIC to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. During repair calls, PACIFIC's technician shall confirm to AT&T's representative when PACIFIC has used a circuit pack/plug-in or other types of replacement parts or equipment. PACIFIC and AT&T shall cooperatively establish a plan to share AT&T-provided laptops, other test equipment and unique tools between central offices with the objective of minimizing inventory of such items while maintaining acceptable service standards. PACIFIC shall promptly notify AT&T upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to AT&T personnel participating in repair efforts if the discovery is made during the course of a repair, or to a contact specified by AT&T if the discovery is made at some other time.

4.6.2.4. AT&T may deliver pre-installed bays or pre-assembled virtual collocation equipment to PACIFIC when it is the manufacturer's standard practice to ship the product pre-assembled. AT&T will identify equipment as pre-assembled by the manufacturer and specify dimensions in the application. Pacific will indicate in its response if there are any problems with those dimensions. AT&T may ship equipment in the manufacturer's original shipping container(s). However, the containers must meet the dimensions to provide safe clearance through the aisles of the individual central office(s).

4.6.2.5. AT&T will provide for delivery of replacement plug-ins or circuit pack stock, at it's expense, to the Eligible Structure. PACIFIC shall have no liability for any loss, cost or damage to plug-in or circuit packs, or other equipment delivered by AT&T or returned to AT&T as a result of, or during the shipping process, except for loss, cost or damage caused by PACIFIC's own negligence. Equipment received from AT&T by PACIFIC will be secured in the designated location by PACIFIC until installed, and AT&T shall endeavor to

arrange for delivery of such equipment to be coincident with the installation start date.

4.6.2.6. AT&T will provide prepaid, preaddressed delivery materials to Pacific to return defective circuit packs and equipment to AT&T's designated location, or shall make other appropriate arrangements for return shipping.

4.6.2.7. AT&T shall be responsible for purchasing and providing cables to connect AT&T equipment in one bay to AT&T equipment in another bay, in quantities and lengths specified by PACIFIC.

4.6.2.8. AT&T is responsible for providing identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other AT&T-owned property provided to PACIFIC for virtual collocation.

4.6.2.9. AT&T will provide with its application the following:

- Itemized equipment list. This includes any software releases and software version.
- Projected Installation Schedule.
- Training Outline, including training on any manufacturer suggested test equipment.

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4.6.2.10. AT&T will provide at the initial Method of Procedure ("MOP") meeting the following:

- Escalation Documentation
- Test and Acceptance Package
- Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. AT&T will keep this information current.
- Functional contacts for the virtual collocation arrangements, including names, telephone numbers and each person's responsibilities (e.g., augments, trouble reports, emergency contact). AT&T will keep this information current.

4.6.2.11. AT&T will arrange for 2 telephones to be installed in each contiguous cluster of bays containing AT&T's virtually collocated equipment.

4.6.2.12. AT&T will provide remote, real-time network technical support, guidance and direction to PACIFIC for all collocated facilities and equipment using on-line telephone support.

4.6.3. PACIFIC's Responsibilities.

4.6.3.1. PACIFIC will be responsible for the following, at no charge to AT&T unless a charge is expressly provided for in this Agreement:

4.6.3.1.1. Project Management/coordination of the installation.

4.6.3.1.2. Identifying training needs in response to AT&T's application

4.6.3.1.3. Monitoring of installation, at PACIFIC's option.

4.6.3.1.4. The coordination of floor space and detail engineering. PACIFIC shall provide site specific cable and frame assignments (CFA) a minimum of 14 days prior to turnover. PACIFIC shall use the same engineering practices as it uses for its own similar equipment in determining placement of equipment and engineering routes for all connecting cabling between collocation equipment.

4.6.3.1.5. Pacific will provide on a per equipment bay basis, to each bay of AT&T's equipment, negative 48 volts battery backed DC power at amperage to meet manufacturer's equipment specifications to power AT&T's transmission equipment. The nominal voltage range of the DC power will be 40 to 56 volts. The charges for power, including cabling and placement, will be set forth in Attachment 8.

4.6.3.1.6. Provisioning of shielded cabling from PACIFIC's MDF or equivalent to AT&T's virtually collocated equipment.

4.6.3.1.7. 8 pair Inside Wire (IW) for Plain Old Telephone Service (POTS) and/or circuits for retail service at AT&T's virtual equipment space. If additional IW is required, it will be installed under the retail service guidelines.

4.6.3.1.8. Providing AC convenience outlets as requested by AT&T up to one per bay following existing central office standards.

4.6.3.1.9. Providing 7X24 maintenance and repair for AT&T's virtually collocated equipment at the rates set forth in Attachment 8.

4.6.3.1.10. Changing out and/or replacing AT&T's circuit packs/plug-ins as directed by AT&T, where AT&T has provided adequate spaces and plug-ins at each site where AT&T's virtual equipment is located. Provided PACIFIC has notified AT&T as it used spares and plug-ins, Pacific Shall have no liability for delays in repairs due to inadequate spares at the collocation site.

4.6.3.1.11. Relocation of equipment, at PACIFIC's expense when initiated by PACIFIC.

4.6.3.2. PACIFIC will provide at the initial MOP meeting the following:

4.6.3.2.1. Escalation Documentation

4.6.3.2.2. Functional contacts for the virtual collocation arrangements, including names, telephone numbers and each person's responsibilities (e.g., augments, trouble reports, and emergency contact). PACIFIC will keep this information current.

4.6.4. Joint Responsibilities.

4.6.4.1. PACIFIC and AT&T will cooperatively develop a site specific implementation schedule and plan.

4.6.4.2. Both Parties shall insure that the installation vendor meets required safety standards as contained in TP76200 and TP766300MP.

4.6.4.3. Where AT&T has identified that a major equipment component to its architecture, such as a chassis, requires replacement, and spares of these major components are not provided at the virtual collocation premises, AT&T will coordinate and schedule with PACIFIC to make arrangements to have this equipment delivered and replaced by AT&T's installation vendor.

4.6.5. Virtual Collocation Application, Quote, and Installation Interval

4.6.5.1. AT&T will submit a completed Virtual Collocation application to PACIFIC. PACIFIC will respond indicating whether or not space is available according to the following schedule:

Number of Applications Submitted by AT&T Within a 10 Day Period	Application Processing Interval
1-10	10 calendar days
11-20	20 calendar days
21-30	30 calendar days

Should AT&T submit 31 or more virtual collocation applications within 10 calendar days, the application processing interval shall be increased by 10 calendar days for every 10 additional applications or fraction thereof.

4.6.5.2. Within 20 calendar days after Pacific's initial response to the completed application, PACIFIC will respond to AT&T with a price quote for the virtual collocation arrangement. AT&T will have 45 calendar days to accept or reject the price quote. The price quote will expire after 45 calendar days. If AT&T accepts the price quote

within the 45 calendar days, AT&T will submit a check to PACIFIC for 50% of the nonrecurring charges as indicated in the price quote.

4.6.5.3. PACIFIC's installation interval will be 110 days, and will begin on the day PACIFIC receives the check for 50% of the nonrecurring charges. The virtual collocation space will be ready for AT&T's vendor to begin equipment installation on calendar day 110 after PACIFIC receives the check for 50% of the nonrecurring charges. AT&T must pay the remaining 50% of the nonrecurring charges to PACIFIC before AT&T's vendor begins installation of the equipment.

4.6.6. Post Installation Inspection.

4.6.6.1. Pursuant to sections 4.6.8.4 and 4.6.9 following, upon completion of installation, AT&T may enter the Eligible Structure to conduct a post-installation audit, to perform Test and Acceptance of its virtually collocated equipment, and to turn the virtually collocated equipment over to PACIFIC after the audit and Test and Acceptance have been successfully completed. A maximum of two AT&T representatives may participate in the audit and on-site acceptance testing. AT&T shall request the post-installation inspection within thirty (30) days of notification that the installation vendor has completed the installation of AT&T's virtually collocated equipment. AT&T will provide written notification to PACIFIC at this post-installation audit and acceptance test, confirming, if appropriate, that AT&T has signed off and accepted the virtually collocated equipment from its installation vendor.

4.6.6.2. A maximum of once per calendar quarter, AT&T may enter the Eligible Structure for routine inspection of its virtually collocated equipment.

4.6.6.3. PACIFIC security escort will be required whenever an AT&T employee or authorized agent (other than an IVEN-approved vendor) is on PACIFIC's property to inspect virtually collocated equipment. If AT&T requires access for more than four people at one time, AT&T shall contact Pacific for prior approval. Rates as specified in Attachment 8 for security escort will apply, except that no labor charges will apply for the post-installation inspection as described herein.

4.6.6.4. Access to PACIFIC's Eligible Structure will not be permitted for any other reason, except as provided herein.

4.6.7. Applicability of Charges for Installation, Maintenance and Repair of AT&T Virtually Collocated Equipment.

4.6.7.1. Rates and charges for virtual collocation are set forth in Attachment 8.

4.6.7.2. Pacific shall charge AT&T for all of the installation provided by Pacific, and maintenance and repair of AT&T's virtually collocated equipment at the hourly rate specified in Attachment 8.

4.6.7.3. For repairs under warranty by AT&T's IVEN-approved contractor (e.g., product change notices), AT&T will pay the IVEN-approved contractor. Any of Pacific's associated charges for escort and observing services will be paid by AT&T to Pacific, but only to the extent that PACIFIC requires equivalent escort and observing services for its own IVEN-approved contractors.

4.6.8. Installation and Testing of Virtually Collocated Facilities and Equipment.

4.6.8.1. PACIFIC shall not be responsible for the design or engineering of AT&T's equipment, arrangement, or facilities, or for performance of the end-to-end connectivity. PACIFIC shall not be responsible for installation when AT&T uses an IVEN-approved contractor, but is responsible for installation, testing and performance when PACIFIC performs the installation work. In either event, PACIFIC is responsible for connectivity from the collocated equipment to PACIFIC's network, and for joint testing.

4.6.8.2. PACIFIC will be responsible for determining the placement of equipment and engineering routes for all cabling between AT&T's virtually collocated equipment and the appropriate distribution frame.

4.6.8.3. At AT&T's option, either PACIFIC will install AT&T's equipment or the installation will be performed by IVEN-approved third party vendor selected by AT&T. The installation shall be in accordance with the AT&T-provided installation design and specifications, which shall comply with the manufacturer's specifications and all applicable technical publications.

4.6.8.4. Prior to the installation vendor powering up the equipment, and after the frame connections and equipment have been installed, and within thirty (30) days of notification to AT&T that the installation vendor has completed the installation of the virtually collocated equipment, AT&T will contact PACIFIC's engineering representative to schedule a site visit for purposes of auditing the physical installation. This visit shall be scheduled within five (5) business days after AT&T's request and the visits shall take place within fifteen (15) days after AT&T's request, unless otherwise agreed. A maximum of two (2) AT&T representatives may

participate in the audit. Should AT&T determine during the audit that the installation is not compliant with specifications, AT&T may schedule an additional audit after corrective work has been performed. AT&T will schedule the corrective work with PACIFIC. The visits for corrective work shall be scheduled within 48 hours after AT&T's request. AT&T shall be responsible for coordination with its installation vender to be at the site for the audit and, when necessary, corrective work. Additional charges will apply unless PACIFIC acted as the installation vendor and the failure to comply with specifications was caused by PACIFIC.

4.6.9. Test and Acceptance

4.6.9.1. Once the installation audit is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving AT&T, its installation contractor, PACIFIC, and/or PACIFIC's vendor. AT&T and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, PACIFIC will work with AT&T to coordinate testing to minimize the number of visits required by AT&T and its contractor. AT&T will contact PACIFIC's engineering representative to schedule site visits for testing, which will be scheduled within 5 days of AT&T's request. Should AT&T determine during the testing that the virtually collocated equipment is not functioning properly, AT&T may schedule an additional acceptance test after corrective work has been performed. AT&T will schedule the corrective work with PACIFIC. The visits for corrective work shall be scheduled within 48 hours after AT&T's request.

4.6.9.2. AT&T shall be responsible of coordination with its installation vendor to be at the site for acceptance testing and, when necessary, corrective work.

4.6.9.2.1. If AT&T orders retail/access services for its internal monitoring, testing, and alarming capabilities from PACIFIC, and these services are ordered, installed and accepted prior to AT&T's requested acceptance testing date, those retail/access services may be included in the acceptance testing, with AT&T monitoring from its remote site.

4.6.9.2.2. If AT&T orders retail/access services for its internal monitoring, testing, and alarming capabilities from someone other than PACIFIC, then the acceptance testing will be for AT&T's virtually collocated equipment only and not the retail/access services provided by a third party.

4.6.9.3. Upon successful completion of the testing as described in 4.6.9.1 above, AT&T shall provide PACIFIC with written notification that AT&T has signed off and accepted the virtually collocated equipment.

4.6.9.4. AT&T shall accept the installation of equipment and facilities prior to the installation of any services using the equipment. Once the equipment is installed and accepted, AT&T will either order services or network elements from PACIFIC to connect to the equipment.

4.6.9.5. When the testing as described in 4.6.9.1 above has been successfully completed AT&T will contact PACIFIC to schedule turn over of the virtually collocated equipment to PACIFIC for performance of maintenance and repair. The turn over visit, to include AT&T, its installation vendor, and PACIFIC, will be scheduled at a time mutually acceptable to all parties.

4.6.10. Termination of Virtual Collocation

4.6.10.1. Upon termination of a virtual collocation arrangement, AT&T will work cooperatively with PACIFIC to remove AT&T's equipment and facilities from PACIFIC's property, at AT&T's expense. Unless otherwise agreed by the Parties, all equipment and/or facilities shall be scheduled for removal within 7 days, with removal completed within 30 days, of discontinuance of the virtual collocation arrangement. Any equipment not scheduled for removal or removed within the specified times may be removed by PACIFIC and stored in a non-PACIFIC location at the expense of AT&T. AT&T will be obligated to pay all applicable rates and charges associated with the discontinued virtual collocation arrangement until all associated equipment and facilities have been removed.

4.6.10.2. Discontinuance of Virtual Collocation. Upon removal of the virtual collocation equipment, AT&T will reimburse Pacific for all reasonable costs required to restore the space to its original conditions at the time of granting of the license. This includes, but is not limited to, reimbursement to remove any associated facilities, cabinets, and cabling.

4.6.11. Training.

4.6.11.1. AT&T will be responsible for training PACIFIC personnel on the repair and maintenance of AT&T's virtually collocated equipment, unless: (a) the equipment is already used by PACIFIC in like configurations in the Eligible Structure; or (b) PACIFIC technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment in that type of configuration. Notwithstanding the foregoing, if the equipment is

already used by PACIFIC but AT&T uses the equipment in a different configuration, AT&T will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by AT&T.

4.6.11.2. The training for which AT&T will be responsible includes training for the following additional functions, to the extent the functions will be performed by PACIFIC and additional training is necessary: (a) installation, provisioning, repair and maintenance of any unique cabling and circuits inside the bay of equipment; (b) use of on-line documentation or schematics unique to the equipment and unlike that commonly used by PACIFIC; (c) any testing and repair methods and procedures or provisioning documents utilized by AT&T, consistent with the manufacturer's operations and maintenance (O&M) manual.

4.6.11.3. The training shall also include, if necessary, training when updates of technical publications or equipment information are issued.

4.6.11.4. PACIFIC will work cooperatively with AT&T to schedule such training prior to AT&T's final installation audit and acceptance testing referenced above.

4.6.11.5. As part of its application for virtual collocation, AT&T will indicate the type of equipment to be installed, the manufacturer's recommended training for operation and maintenance, and the Eligible Structure where the equipment will be installed. As part of its response to the application, PACIFIC will indicate whether training will be required for technicians assigned to the Eligible Structure. This training information will be in addition to any other information required in the application and response.

4.6.11.6. AT&T will be responsible for training no more than five (5) PACIFIC technicians responsible for the repair and maintenance of the various virtual collocation equipment types in a central office servicing, area unless a different number is mutually agreed upon. These technicians shall act as trainers for any additional PACIFIC technicians requiring training in order for PACIFIC to provide 7X24 repair/maintenance coverage during the term of this Agreement. The training for which AT&T is responsible will be in conjunction with the initial turn up of the equipment.

4.6.11.7. PACIFIC and AT&T will work cooperatively to determine the location and method of training, including where possible, use of PACIFIC classroom space in PACIFIC's facilities for training sessions. PACIFIC shall coordinate with AT&T to minimize the number of training sessions scheduled for technicians assigned to multiple central offices where AT&T is collocating equipment. In conducting the training sessions described above, AT&T will

provide all training items, e.g., materials, instructors, rooms, meals (if applicable), and training on documentation updates at its expense. AT&T will also reimburse PACIFIC for any actual, reasonable travel expenses, lodging, meals or meal allowances PACIFIC personnel may incur as a result of training, provided that reimbursement shall be no greater than expenses for which PACIFIC would reimburse its own employees if the training were conducted on behalf of PACIFIC.

4.6.12. Intentionally omitted.

4.6.13. Repair and Maintenance of Equipment and Internal Cabling.

4.6.13.1. Except in emergency situations, and/or when Pacific's network reliability is at risk, AT&T will initiate the repair and maintenance process by contacting PACIFIC's Local Operations Center (LOC)

4.6.13.2. When initiating repair requests of AT&T's virtually collocated equipment, AT&T shall provide PACIFIC with the following:

- Notification that the purpose of the call is to establish a virtual collocation trouble ticket
- PACIFIC Central Office CLLI
- Location of collocated equipment (Bay, frame, shelf, circuit pack location and type, and bay telephone number)
- A detailed description of the trouble
- The name and telephone number of the AT&T employee who will cooperatively test with PACIFIC at no charge to PACIFIC
- The trouble type

4.6.13.3. When PACIFIC's technician calls AT&T to perform a repair initiated by a trouble ticket, AT&T will provide the PACIFIC technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

4.6.13.4. In the event PACIFIC is not meeting MTRI intervals or fails to clear service-affecting troubles within a reasonable time, or upon mutual agreement, which shall not be unreasonably withheld, AT&T may enter the Eligible Structure to assist in troubleshooting and resolving problems.

4.6.13.5. AT&T may request PACIFIC to perform routine maintenance and scheduled events, at mutually agreed upon times which will be billed at the rates set forth in Attachment 8. When requesting maintenance on AT&T-owned equipment, AT&T shall provide PACIFIC with bay telephone number, the location and identification of the equipment, a detailed description of the maintenance

requested, and the estimated time required to perform the routine maintenance.

4.6.13.6. For routine maintenance and product upgrades covered by the manufacturer's warranty, AT&T will contact Pacific to arrange access for the manufacturer's representative. For service affecting problems covered by the manufacturer's warranty, Pacific shall perform repairs as described herein.

4.6.14. Mean Time Response Interval (MTRI)

4.6.14.1. PACIFIC will be responsible for repairing/maintaining AT&T's virtually collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of its own. At a minimum, PACIFIC agrees to meet service response intervals for repair and maintenance as defined below. AT&T will advise the LOC of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from AT&T to the LOC, which is the time when a trouble report is entered in PACIFIC's trouble report system by the LOC, to the time a PACIFIC technician notifies AT&T's technical support center from the specified trouble location of AT&T's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level shall be calculated and reported to AT&T on a calendar monthly basis, within fifteen (15) days after the end of the month. PACIFIC shall follow the procedures set forth below if any MTRI in any month falls below the levels specified herein.

4.6.14.2. By the end of the month following the month in which any MTRI was not met, PACIFIC shall send AT&T a written report explaining in detail the reasons for the failure and steps taken to avoid recurrences. If PACIFIC fails to meet any MTRI for three consecutive months, PACIFIC's network operations representative responsible for the virtual collocation repair services state-wide shall meet, either telephonically or in person, with AT&T's carrier relations representative responsible for collocation to review the failure and additional steps taken by PACIFIC to avoid recurrences. Such meetings shall continue each month, or more frequently at AT&T's request, until all MTRI objectives are met.

4.6.14.3. Priority 1 Tickets (1 hour MTRI)

4.6.14.3.1. Any network alarm(s) that indicates service degradation on equipment and associated cabling. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors;

4.6.14.3.2. Telemetry problems causing the loss of surveillance and/or remote access to the virtually collocated equipment.

4.6.14.4. Priority 2 Tickets (16 hours MTRI)

4.6.14.4.1. All other major cycling and solid minor non-service affecting alarms that are not a threat to customer service over night.

4.6.14.5. Priority 3 Tickets (48 hours MTRI)

4.6.14.5.1. Minor cycling alarms that have been determined not to be an immediate threat to customer service.

4.6.15. Provisioning and Repair of AT&T Circuits

4.6.15.1. Under the direction of AT&T, PACIFIC will provision, repair, and cooperatively test AT&T's services using PACIFIC owned cable facilities that terminate in the AT&T owned equipment virtually collocated in an Eligible Structure. Charges to provision, repair and test AT&T's equipment, circuits, and services will be at the rates set forth in Attachment 8. Charges for repair and testing will apply if trouble is found within AT&T's equipment or cabling.

4.6.15.2. For the disconnection of circuits, AT&T will issue a service order.

4.6.15.3. PACIFIC is responsible for cooperative testing of AT&T's end-to-end circuits and for performance of the PACIFIC-provided portion of the circuit, but is not otherwise responsible for the design, engineering, or performance of the end-to end connection of AT&T's circuits.

4.6.15.4. AT&T shall notify PACIFIC that repair or maintenance is required by entering a trouble ticket into the LOC.

4.6.16. Delivery and Pickup of AT&T's Equipment.

4.6.16.1. All pickup and delivery of AT&T's equipment shall be at AT&T's expense. AT&T will arrange for any of its equipment that will be installed in an Eligible Structure to be delivered to the designated location for that Eligible Structure at a date and time agreed to by the Parties.

4.6.16.2. AT&T will arrange for any of its equipment that will be removed from an Eligible Structure to be picked up at a date and time agreed to by the Parties. All equipment shall be delivered to or picked-up from the Eligible Structure where that equipment will be installed or removed by AT&T or AT&T's agent on a date and time agreed to by the Parties.

4.6.16.3. Equipment Installation or Removal. Equipment installation and removal shall be performed during normal business hours, Monday through Friday, except holidays, except that any potentially service-affecting work (e.g., installation or removal of equipment powered by a fuse alarm panel that is used to power other equipment in the same bay) shall be performed during non-business hours at AT&T's request upon Pacific's approval, which approval shall not be unreasonably withheld. For purposes of this Section, labor rates for work performed during non-business hours shall be at the premium rates set forth in Attachment 8. Requests for extended hours shall be approved in advance by PACIFIC'S Central Office Supervisor, which approval shall not be unreasonably withheld. The rates for equipment installation or removal are set forth in Attachment 8.

4.6.17. Equipment Storage Space. PACIFIC will provide adequate storage space in locking equipment storage cabinet(s) for storage of all AT&T owned equipment and circuit spares, unique tools, test equipment, O&M manuals and shipping materials, up to a maximum of two storage cabinets per six bays of virtually collocated equipment. The rates for storage space are the rates set forth in Attachment 8 for administrative space.

4.6.18. Request for Additional Space. To the extent that space is available and AT&T complies with the requirements of this Agreement, PACIFIC shall grant AT&T a license for floor space to accommodate AT&T's requests for a minimum of one equipment bay, with no maximum except as specified in AT&T's application.

4.6.19. Nonstandard Equipment Size. A standard 7 feet high steel relay rack with a width of 25 and15/16 inches and a depth of 12 inches will be provided for the mounting of AT&T's virtually collocated equipment. Equipment that cannot be accommodated in a standard PACIFIC equipment bay will be accommodated on a space available basis. Rates will be established on an individual case basis.

4.6.20. Virtual Collocation Conversion to Physical Collocation. Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require a re-design of the services and re-termination of services to a physical collocation arrangement. Any requests to convert requires a new application be submitted, and the appropriate charges will apply.

4.6.21. Connecting Cable Space. Connecting harness cable space will be shared space for AT&T owned connecting cables in an Eligible Structure.

4.6.22. Virtual to Cage Connection. At the request of AT&T, PACIFIC will provide DSO, DS1, DS3, or OCN cabling and cross connection(s) to

physical collocation arrangements in the same central office at the rates set forth in Attachment 8.

4.6.23. Section 4.2 of this Attachment (General Terms and Conditions) also applies to virtual collocation arrangements.

4.7. Performance Standards. Performance measurements and financial remedies applicable to collocation arrangements are described in Section 14 of the General Terms and Conditions of this Agreement.

4.8. Rate Elements. Rates for collocation arrangements are set forth in Attachment 8. Recurring charges shall commence on the date the collocation arrangement is made available for AT&T's use, unless that date occurs before the scheduled completion date and AT&T's is not ready to take possession. In that case, recurring charges shall commence on the date AT&T takes possession, but in no event later than the scheduled completion date.

5. 911

5.1. 911 Arrangements are arrangements for routing 911 calls from AT&T End Users to the appropriate Public Safety Answering Point (PSAP), passing certain E911 End User information for display at the PSAP answering station.

5.2. 911 Arrangements for Resale Services and for AT&T End Users Served by PACIFIC's LSNE and unbundled switch port with loop.

5.2.1. For Resale Services, PACIFIC shall provide access to E911/911 services, in the same manner it provides such access for 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 own 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. (See also Attachment 5, Section 3.5)

5.2.2. For AT&T's End Users served by PACIFIC's LSNE and unbundled switch ports with loops, PACIFIC shall provide access to E911/911 services, in the same manner it provides access to PACIFIC's own retail End Users, at no additional charge beyond the price of the LSNE or unbundled switch port with loop, except as set forth below. 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 served by

PACIFIC's standalone LSNE or by an unbundled switch port with loop. In order to assure that PACIFIC responds to all calls from PSAPs concerning E911 service for AT&T End Users served by PACIFIC's standalone LSNE or by an unbundled switch port with loop, PACIFIC shall do the following. Until PACIFIC implements the NENA 3 standard which displays Service and Facility Provider information to the PSAP, PACIFIC shall register and maintain a unique NENA ID for AT&T's End Users served by PACIFIC's standalone LSNE or unbundled switch port with loop ordered via LSRs using electronic systems (LEX or EDI). The associated contact number will be the same number used with PACIFIC's own retail End Users' NENA ID. For AT&T End Users served by PACIFIC's LSNE and unbundled switch ports with loops, when AT&T orders these services using EDI/LEX, AT&T has the option of either sending End User information to update the DBMS directly to PACIFIC's MS Gateway or updating E911 via LSR. It is AT&T's responsibility to provide PACIFIC with accurate initial and updated End User information. For correction of errors for information submitted via MS Gateway, AT&T has the option of either having the errors returned to AT&T via the MS Gateway or having PACIFIC's Data Integrity Unit (DIU) correct any errors. PACIFIC's DIU shall correct any errors for information submitted via LSR. Corrections made by PACIFIC's DIU will be completed at the rate specified in Attachment 8.

5.3. All Other 911 Arrangements.

5.3.1. For 911 arrangements other than for Resale Services and AT&T End Users served by PACIFIC's LSNE and unbundled switch ports with loops, the provisions in this Section 5.3 apply.

5.3.2. PACIFIC shall provide the following information to AT&T and shall promptly notify AT&T of any changes:

5.3.2.1. Notice of any rate centers in which DBMS management and selective routing for E911 calls is provided by PACIFIC and another E911 provider for different portions of the same rate center.

5.3.2.2. PS-ALI interface information and access to the DBMS sufficient, when combined with a network connection purchased by AT&T's Customer from Pacific between the customer location and PACIFIC's E911 selective router, to allow AT&T to provide services to its own End Users equivalent to the PS-ALI and PRI with Informed E911 services provided by PACIFIC.

5.3.2.3. A complete list of 10-digit emergency telephone numbers used by PACIFIC's operator service providers to handle emergency calls. PACIFIC shall provide updates at least equal in frequency and quality to updates provided for its own operator services.

5.3.3. PACIFIC shall provide and maintain such equipment at the E911 Selective Router and the DBMS as is necessary to perform the E911 services set forth herein. Pacific and AT&T shall cooperate to ensure the timely exchange of information and seamless operation of emergency call networks and resolution of any record discrepancies. AT&T will notify PACIFIC of any MSAG discrepancies AT&T identifies as a result of a DBMS entry for an AT&T End User rejected because of a MSAG error. Pacific shall continue to negotiate the addition and/or correction of MSAG entries with the E911 County Coordinator within the same timeframe that PACIFIC would negotiate an addition and/or correction for its own End User. E911 arrangements provided to AT&T shall be at least equal in quality and functionality to the support and services that Pacific provides to its own End Users for such similar functionality, or to itself, its Affiliates or third parties. This shall include all of the following:

5.3.3.1. Transporting the 911 calls from where the Parties' facilities meet to connect AT&T switches to the Selective Router of the E911 systems.

5.3.3.2. Switching the 911 calls through the Selective Router to the designated primary PSAP or PSAP-determined alternate locations, according to routing criteria specified by the E911 customer.

5.3.3.3. Storing the names, addresses, and associated telephone numbers from AT&T's exchanges in the electronic data processing database for the E911 DBMS. AT&T or its representatives is responsible for downloading and updating this information. PACIFIC agrees to treat all data on AT&T subscribers provided under this Agreement as strictly confidential and to use data on AT&T subscribers only for the purpose of providing E911 services.

5.3.3.4. Transmission of ANI and ALI information associated with AT&T's End-Users accessing E911 service to the PSAP for display at an attendant position console.

5.3.3.5. PACIFIC shall provide and maintain sufficient dedicated E911 trunks from PACIFIC's Selective Router to the PSAP of the E911 customer, according to provisions of PACIFIC's Schedule CAL. PUC No. A. 9 and specifications of the E911 customer.

5.3.4. PACIFIC shall provide AT&T with an E911 Selective Router map that correlates the exchange or rate centers with the appropriate Selective Router in accordance with the terms of PACIFIC's Schedule CAL PUC No. A.9.

5.3.5. Upon request, PACIFIC shall provide AT&T with a file containing the Master Street Address Guide (MSAG) for the requested exchanges or communities via CD-ROM or other available electronic media, in accordance with the terms of PACIFIC's Schedule Cal PUC No. A.9. PACIFIC also shall provide AT&T, at no charge, read-only query access to the MSAGs to verify

that street numbers and names for AT&T End Users are correct. In addition, AT&T may request and PACIFIC shall make available within 48 hours for retrieval by AT&T, statistical, transactional and End-User record reports of AT&T's End-User files downloaded by AT&T to PACIFIC's DBMS, so that AT&T may ensure the accuracy of AT&T's End-User records.

5.3.6. AT&T shall connect its switches to the E911 Selective Router by one-way outgoing trunks dedicated for originating 911 emergency service calls, according to the specifications in the E911 Technical Network Interface Document contained in PACIFIC's CLEC Handbook. Trunks shall be established as CAMA MF trunks until SS7 connectivity is available. Thereafter, trunks shall be established with SS7 signaling. AT&T, at its option, may utilize new 911 interconnection technologies that PACIFIC has deployed within its 911 network (e.g., AIN) and PACIFIC agrees to make such technology available to AT&T on a reasonable implementation schedule. After SS7 signaling is established, AT&T may issue orders to disconnect existing CAMA MF trunks and connect SS7 trunks.

5.3.7. AT&T may order trunks for 911 connectivity by placing orders for UNE dedicated transport, and PACIFIC shall provision such trunks within 30 business days of receipt of AT&T's order, or such shorter time as may be established by law, rule, regulation or Commission or F.C.C. order.

5.3.8. PACIFIC shall assure sufficient capacity at the 911 tandem or selective router to meet AT&T's orders for interconnection within 30 business days after receipt of an order. Pacific Bell shall provide for interconnection of a minimum of two E911 trunks per trunk group for each switch from which AT&T provides or plans to provide local exchange service, and interconnection for as many additional trunks as may be required to assure a P.01 grade of service. AT&T will install additional trunks in pairs to provide diversity, and Pacific shall provide interconnection to the E911 selective router accordingly. Interconnection to the 911 tandem shall be established to provide path and route diversity, where route diversity exists.

5.3.9. AT&T acknowledges that its End-Users may be served by different Selective Routers and AT&T shall be responsible for providing facilities to route calls from its End-Users to the proper E911 Selective Router. PACIFIC shall notify AT&T of major changes and upgrades to the E911 network or database management services by Accessible Letter in advance of such changes.

5.3.10. PACIFIC and AT&T will work cooperatively to establish test criteria for E911 trunks and E911 database downloads. Prior to placing a trunk in service Pacific and AT&T shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk.

5.3.11. Once E911 trunking has been established and tested between AT&T's end office and appropriate Selective Router, AT&T or its representatives shall be responsible for providing AT&T database records to PACIFIC for

inclusion in PACIFIC's ALI database on a timely basis. PACIFIC and AT&T shall arrange for the automated input and periodic updating of the E911 database information related to AT&T End-Users. PACIFIC shall accept electronically transmitted files that conform to National Emergency Number Association ("NENA") Version #3 format, or as otherwise to agreed to by the Parties. AT&T shall adopt use of a Company Identifier (NENA standard five-character field) on all AT&T database records. The Company Identifier will be used to identify the carrier of record in facility configurations. AT&T data shall be validated against the MSAG via the DBMS.

5.3.12. PACIFIC shall update the database within forty-eight hours of receiving the data from AT&T, unless PACIFIC detects an error (s). If PACIFIC detects an error in AT&T provided data, the data shall be returned to AT&T within forty-eight hours from when it was first provided to PACIFIC. AT&T shall respond to requests from PACIFIC to make corrections to database record errors by uploading corrected records within two (2) business days after the receipt of PACIFIC's notification of errors. If automated update capability is temporarily unavailable, PACIFIC shall provide alternative means to assure that AT&T's updates are completed within forty-eight hours after the time when Pacific would have received the data from AT&T had the automated capability been available. Manual entry shall be allowed only in the event that the system is not functioning properly. The AT&T End-User record will be updated in the E911 DBMS via the E911 DBMS electronic interface. The ALI and Selective Router databases will be subsequently updated by the E911 DBMS once the AT&T End-User record is updated in the E911 DBMS. The DBMS will send completion information back to the electronic interface for retrieval by AT&T.

5.3.13. AT&T will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the AT&T demarcation (e.g. collocation). PACIFIC will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). AT&T is responsible for advising PACIFIC of the circuit identification when notifying PACIFIC of a failure or outage. The parties agree to work cooperatively and expeditiously to resolve any 911 outage. Pacific will refer network trouble to AT&T if no defect is found in PACIFIC's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

5.3.14. Where PACIFIC manages the E911 database, PACIFIC shall establish a process for the management of NPA splits by populating the ALI database with the appropriate NPA codes.

5.3.15. Pacific will keep AT&T informed of its SS7 E911 trunk conversion schedule by Accessible Letter or upon request.

5.3.16. Pacific will keep AT&T informed of any plans and schedules for deployment of new technology for the E911 system by Accessible Letter or upon request.

5.3.17. Interconnection to the 911 tandem shall be established to provide path and route diversity, where route diversity exists. PACIFIC and AT&T will work together in good faith to accomplish diversity planning.

5.3.18. Pacific shall provide Telephone Number (TN) query to provide AT&T query access to the ALISA/DBMS database to verify the accuracy of AT&T End User information.

5.3.19. Methods And Practices. With respect to all matters covered by this attachment, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of PACIFIC's tariff, rules and regulations of the FCC, the Commission and the State of California 911 program requirements and operations manual.

5.3.20. Contingency. The terms and conditions of this attachment are subject to renegotiation in the event that the E911 Customer or State of California orders changes to the E911 service that necessitate revision of this attachment.

5.3.21. Basis Of Compensation. Rates for access to E911 arrangements are set forth in Attachment 8. Charges shall begin on the date connection to E911 Service commences.

5.3.22. Technical References. In order to provide optimum 911 service, PACIFIC shall provide 911 Arrangements to AT&T in compliance with National Emergency Number Association (NENA) recommended standards, when appropriate and systematically feasible.

5.4. Liability

5.4.1. PACIFIC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Attachment. PACIFIC shall not be liable to AT&T, its End-Users or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after PACIFIC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T until service is restored.

5.4.2. AT&T's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Attachment. In the event AT&T provides E911 Service to PACIFIC, AT&T shall not be liable to PACIFIC, its Customers or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions

of the system after AT&T has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from the Customer until service is restored.

5.4.3. AT&T agrees to release, indemnify, defend and hold harmless PACIFIC from any and all loss, claims, demands, suits and other action, or any liability whatsoever, except for claims arising from PACIFIC's own negligence or other wrongful act, arising out of PACIFIC's provision of service hereunder or out of AT&T's End-Users' use of the E911 Service, whether suffered, made, instituted or asserted by AT&T, its End-Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by AT&T, its End-Users or others.

5.4.4. AT&T also agrees to release, indemnify, defend and hold harmless PACIFIC from any and all loss, claims, demands, suits or other actions involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service hereunder, except which arise out of the negligence or other wrongful act of PACIFIC.

RECIPROCAL NON-DISCLOSURE AGREEMENT

This reciprocal non-disclosure agreement (NDA) is made and entered into this _____ day of _____, 20__ by Pacific Bell Telephone Company (PACIFIC), AT&T Communications of California, Inc. (AT&T), _____ (PACIFIC Representative), and _____ (AT&T Representative).

1. AT&T desires to collocate equipment in a PACIFIC structure ("Structure") described as follows (check one): ☐ central office _____; or, ☐ a structure other than a central office, described as follows:

_____

_____.

PACIFIC has notified AT&T that space does not exist in that Structure for collocation.

2. Pursuant to applicable orders of the California Public Utilities Commission (CPUC), PACIFIC has selected _____ and AT&T has selected _____ as representatives to examine the Structure to determine (1) if physical collocation is feasible, (2) if space is available for collocation, and (3) if PACIFIC can provide secured access to that space.

3. The examination will occur on _____, 20__. Prior to the examination, PACIFIC will provide to the AT&T Representatives all relevant documentation, including blueprints and plans for future facility expansions or enhancements. AT&T will provide to the Pacific Representative all relevant documentation relating to AT&T's plans to collocate in the Structure. The PACIFIC Representative attending the examination with the AT&T Representatives will (1) supervise the examination, (2) explain the relevant PACIFIC documentation and (3) answer any questions about the planned use of floor space within the Structure. The AT&T Representative answered any questions about AT&T's plans to collocate in the Structure.

4. The examination of the Structure may entail PACIFIC's disclosure to the AT&T Representatives of Confidential Information relating to PACIFIC's business plans or operations; network design, systems and procedures; and/or the sale, purchase and use of services. The AT&T Representatives shall treat as confidential all information received from PACIFIC regarding the examination of the Structure, regardless of the format of the information and whether or not such information is specifically identified as confidential. All such information received by AT&T from PACIFIC regarding the examination of the Structure shall herein be referred to as "Confidential Information."

5. The examination of the Structure may entail AT&T's disclosure to the PACIFIC Representative of Confidential Information relating to AT&T's business plans or operations; network design, systems and procedures; and/or the sale, purchase and use of services. The PACIFIC Representative shall treat as confidential all information received from AT&T regarding the examination of the Structure or AT&T's plans for collocation in the Structure, regardless of the format of the information and whether or not such information is specifically identified as confidential. All such information received by PACIFIC from AT&T regarding the examination of the Structure or AT&T's plans for collocation in the Structure shall herein be referred to as "Confidential Information."

6. Notwithstanding the foregoing, Confidential Information shall not include any information that (1) was in the public domain at the time of the disclosure thereof, (2) entered the public domain through no fault of the PACIFIC or AT&T Representatives subsequent to the time of disclosure, (3) was in the PACIFIC or AT&T Representatives' possession free of any obligation of confidence at the time of disclosure, (4) was disclosed to the PACIFIC or AT&T Representatives by a nonparty source, free of any obligation of confidence, after disclosure by PACIFIC or AT&T, or (5) was developed by PACIFIC or AT&T independently and without reference to any Confidential Information.

7. All Confidential Information in whatever form (including, without limitation, information in computer software or held in electronic storage media) shall be and remain property of the disclosing Party. All Confidential Information shall be returned to the disclosing Party promptly upon request and shall not be retained in any form by the PACIFIC or AT&T Representatives.

8. Use and Disclosure of Confidential Information

a. The PACIFIC and AT&T Representatives shall not disclose any Confidential Information to any person except employees or agents of PACIFIC or AT&T, as the case may be, who have a need to know and who have been informed of and agree to abide by the obligations of this NDA. (In absolutely no event shall the PACIFIC and AT&T Representatives disclose any Confidential Information to any marketing/sales employee.) By allowing any such access, PACIFIC and AT&T agree to be and remain liable for any disclosure by any employee or agent, if the disclosure is not in accordance with this NDA.

b. PACIFIC or AT&T may use any Confidential Information produced, revealed, or disclosed by the other Party in connection with or during examination of the Structure for purposes of participating in the examination and regulatory proceeding set forth in Section II, Appendix A of D.98-12-068 to adjudicate any denial by PACIFIC of physical collocation to AT&T in the Structure, provided that said Confidential Information is filed pursuant to G.O. 66C. Neither Party will be required to re-file the CO floor plans as part of said report as the floor plans will be filed by PACIFIC pursuant to Section I of Appendix A of D.98-12-068.

c. PACIFIC or AT&T may use such Confidential Information in any filing required or permitted in proceedings in which Pacific seeks Section 271 approval, including any appeals, provided that the Party intending to use such Confidential Information has timely filed a report as required by Section II, Appendix A, D.98-12-068, if applicable, and the Party intending to use such Confidential Information notifies the disclosing Party's counsel in writing, as soon as possible, but not later than five business days prior to such use. Counsel for the Parties shall constructively explore means of identifying the Confidential Information (including, but not limited to, submission of testimony and briefs under seal and clearing the hearing room) so that the proprietary interest therein may be reasonably protected, while at the same time enabling an effective presentation. If the Parties are unable to agree upon a procedure to protect the Confidential Information, or if the requesting Party objects to the producing Party's claim that particular information is lawfully entitled to proprietary or confidential status, the requesting Party shall request a ruling from the assigned ALJ, judge, or other similar presiding official. The disclosing Party reserves the right to oppose such a request. Unless and until the presiding official provides otherwise, the Parties agree to be bound by the terms of this NDA.

9. A shorter notice period than specified in paragraph 8c may be authorized for the use of the Confidential Information in proceedings in which Pacific seeks Section 271 approval, including any appeals, including verbal notice, provided that good cause is shown and that the disclosing Party has a reasonable opportunity to review the material and assert that it should be protected from use and disclosure. If the Parties are unable to agree upon a procedure to protect the Confidential Information, or if the requesting Party objects to the producing Party's claim that particular information is lawfully entitled to proprietary or confidential status, the requesting Party shall request a ruling from the assigned ALJ, judge, or other similar presiding official. The disclosing Party reserves the right to oppose such a request. Unless and until the presiding official provides otherwise, the Parties agree to be bound by the terms of this NDA.

10. Except as provided in paragraphs 8 and 9 above, PACIFIC and AT&T may use the Confidential Information only in the regulatory proceeding adjudicating PACIFIC's denial of physical collocation to AT&T in the Structure. PACIFIC and AT&T may not use any Confidential Information for any marketing/sales activity.

11. This NDA does not prohibit the disclosure of Confidential Information where applicable law requires, including, but not limited to, in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event PACIFIC or AT&T receives an agency or court subpoena or order requiring such disclosure of Confidential Information, PACIFIC or AT&T shall promptly notify the other in writing.

12. PACIFIC and the PACIFIC Representative shall use not less than the same degree of care to avoid disclosure of AT&T Confidential Information that PACIFIC and the PACIFIC Representative use to avoid disclosure of PACIFIC Confidential Information.

13. AT&T and the AT&T Representative shall use not less than the same degree of care to avoid disclosure of PACIFIC Confidential Information that AT&T and the AT&T Representatives use to avoid disclosure of AT&T Confidential Information.

14. AT&T acknowledges that, during the examination of the Structure, AT&T may come into possession of Confidential Information of other telecommunications carriers collocating in that Central Office. For the purposes of this agreement, all information relating to other such telecommunications carriers is to be considered Confidential Information. AT&T agrees to protect such Confidential Information of such other telecommunications carriers in the same manner as AT&T is agreeing herein to protect the Confidential Information of PACIFC. AT&T agrees that all terms of this NDA will bind AT&T in regards to such Confidential Information of such other telecommunications carriers.

15. The obligations of the Parties under this NDA, concerning the protection of Confidential Information, shall continue and survive the inspection of the Structure and shall remain binding for a period of two (2) years after that inspection.

16. This NDA (i) is the complete agreement of the Parties concerning this subject matter and supersedes any prior such agreements; (ii) may not be amended except in writing signed by the Parties; and (iii) is executed by authorized representatives of each Party.

17. This NDA shall benefit and be binding on the Parties below and their successors and assigns.

AT&T Communications of California, Inc.	Pacific Bell Telephone Company
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date: _____	Date: _____
AT&T Representative	PACIFIC BELL Representative
Signature: _____	Signature: _____

Print Name: _____

Address: _____
_____
_____

Date: _____

Print Name: _____

Address: _____
_____
_____

Date: _____

PACIFIC BELL
A Pacific Telesis Company
AGREEMENT NO:

CF 0041 (8-88)
REF. S.I. 81

POLE AND CONDUIT LICENSE AGREEMENT

PACIFIC BELL, a California corporation, hereinafter called "Licensor", and , hereinafter individually and collectively called "Licensee", mutually agree that the following terms and conditions shall govern Licensee's use of Outside Plant (as defined herein) in which Licensor has an ownership or other interest within the areas in or near the , State of California**,** which is delineated on the map hereto attached, marked "Exhibit A", and hereby made a part hereof.

1. GENERAL

This Agreement is subject to the interconnection agreement between Licensor and Licensee and the California Public Utilities Commission's Rules Governing Access to Rights-of-Way and Support Structures of Incumbent Telephone and Electric Utilities set forth in Appendix A to Decision 98-10-058 dated October 22, 1998, as the same may be amended from time to time ("Commission's Right of Way Rules"). In the event of any inconsistency between this Agreement and that interconnection agreement and the Commission's Right of Way Rules, the interconnection agreement and the Commission's Right of Way Rules shall prevail.

2. DEFINITIONS

(a) Applicable Construction Requirements shall include Licensor's Manual of Construction Procedures if provided to Licensee, Administrative Guide for Authorized Licensees, and General Orders 95 and 128 of the California Public Utilities Commission.

(b) Licensor, except as otherwise provided herein, shall mean Pacific Bell, its officers, directors, agents or employees.

(c) Licensee, except as otherwise provided herein, shall mean the entity, its officers, directors, agents, employees and contractors, or person requesting permission to attach to or occupy Licensor's Outside Plant.

(d) Outside Plant shall mean poles, underground conduit, manholes and handholes owned in whole or in part by Licensor or other owners of the Outside Plant.

(e) Facilities shall mean cable, wires, appliances and other appurtenances.

3. LICENSEE'S USE OF OUTSIDE PLANT

Licensee's use of Licensor's Outside Plant shall be confined to supporting those Facilities which Licensor has given Licensee permission to install. Licensee shall not use the Facilities attached to or placed in Licensor's Outside Plant for any unlawful purpose.

4. SUBMITTING APPLICATIONS

(a) Whenever Licensee shall desire to place Facilities on or in any of said Outside Plant, Licensee shall make written application to Licensor in triplicate for permission to do so. Such application shall be substantially in the form of "Exhibit B" hereto attached.

(b) Upon receipt of said application, Licensor or Licensee shall survey the Outside Plant covered by said application to determine whether sufficient space is available to accommodate Licensee's Facilities and whether rearrangements or changes to said outside Plant or Facilities existing thereon or therein will be required to accommodate Licensee's facilities in accordance with Licensor's Applicable Construction Requirements. If Licensor determines that any such rearrangements or changes are required, Licensor shall return said application to Licensee together with a list of the rearrangements or changes required by all parties and an estimation of the cost to identify and perform Licensor's portion thereof. Licensor's estimate shall also include the cost to perform any inspections under Paragraph 10 of this Agreement. If Licensee still desires to use said Outside Plant, Licensee shall return its application marked to so indicate, together with an advance payment of Licensor's estimated costs as a deposit toward the actual cost to perform Licensor's portion of said work. Upon receipt of Licensee's marked application and advance payment, Licensor shall perform its portion of said work on or in said Outside Plant at Licensee's sole cost and expense.

c) Licensor shall not be responsible to Licensee for any loss sustained by Licensee by reason of the refusal or failure of any other owner or user of said Outside Plant to make any rearrangements or changes to their Outside Plant or Facilities which will be required to accommodate Licensee's Facilities.

When Licensee requests rearrangements or changes to accommodate its facilities, Licensee shall be responsible for: (1) requesting that other owners make the required rearrangements or changes: (2) obtaining such approvals as are necessary from the other owners prior to placing Licensee's Facilities on or in Licensor's Outside Plant: (3) assuring that all necessary rearrangements or changes by such other owners have been completed before Licensee places its Facilities on or in said Outside Plant, if prior placement of Licensee's Facilities will result in a deviation from Applicable Construction Requirements; and (4) reimbursing the other owners for making any such rearrangements or changes.

5. PERMISSION TO OCCUPY

Upon completion of the work described in Paragraph 4 above, Licensor shall grant Licensee written permission to install, maintain and use the Facilities described in said application on or in the Outside Plant identified therein, subject to the terms and conditions of said application. Such permission shall be substantially in the form of "Exhibit C" hereto attached. Before commencing installation of said Facilities. Licensee shall provide Licensor with reasonable notice so that Licensor may arrange, at its option and at Licensee's sole cost and expense, to have Licensor's inspector present during said installation.

6. LAWFUL EXERCISE OF PERMISSION

Licensee shall obtain from public authorities and private owners of real property any and all permits, licenses or grants necessary from the lawful exercise of the permission granted by any application approved hereunder.

7. TIMEFRAMES FOR PLACEMENT OF FACILITIES

Licensee shall complete the placement of its Facilities on or in the Outside Plant covered by each approved application within nine months of the grant of written permission provided, however,

that said time limit shall be extended for an additional period not to exceed nine months if the delay is demonstrably attributable to the delay of a governmental agency in issuing a permit, in which case Licensee may have an additional period of time not to exceed nine more months to complete the placement of its Facilities, or unless the delay is demonstrably attributable to severely inclement weather, in which case Licensee's time to install its Facilities shall be extended by one day for each day of inclement weather, unless additional time is needed, in which case Licensor and Licensee shall mutually agree to a longer time period. In the event Licensee should fail to complete placement of its Facilities within said prescribed time limit, the permission granted by Licensor to place said Facilities may be revoked by Licensor upon thirty (30) days prior written notice to Licensee; provided, however, said revocation will be abeyed so long as Licensee undertakes and continues substantial effort to complete the placement of its Facilities. In the event permission is revoked, Licensee shall not have the right to place said Facilities without first reapplying for and receiving permission to do so as prescribed in Paragraph 4 above.

8. SUSPENSION OF WORK

Licensor shall have the right to require Licensee to suspend immediately, upon oral or written notice any work being performed or to be performed by licensee hereunder whenever in Licensor's sole opinion such work is being performed or is to be performed in a manner contrary to any of the provision of this Agreement, or in any manner which is likely to cause injury to persons or damage to property. Licensee shall not resume any such work until Licensor has given its oral or written approval to do so.

9. DAMAGE TO FACILITIES

Licensor and Licensee shall exercise precaution to avoid causing damage to each other's Facilities or those of others on or in said Outside Plant and shall make an immediate report of the occurrence of any such damage caused by its employees, agents or contractors, to the owner(s) of said Outside Plant or Facilities. The party causing the damage agrees to reimburse the damaged owner(s) for all reasonable direct costs incurred in making replacements or interruption of service or for interference with the operation of each other's facilities. Neither party shall be liable to the other for any indirect, special, or consequential damages.

10. INSPECTIONS

All work performed by Licensee shall be performed in accordance with this Agreement and Applicable Construction Requirements. Licensor shall have the right: (a) to inspect each new installation of Licensee's Facilities on or in the vicinity of said Outside Plant; and (b) to make periodic inspections of Licensee's Facilities upon thirty (30) days prior written notice to Licensee. Licensee shall pay Licensor upon demand Licensor's costs in making such inspection. If, upon completion of any said inspections, Licensor notifies Licensee to correct omission to violations of, or deviations from any of said Applicable Construction Requirements, Licensee shall correct said violations of, or deviations from any of said Applicable Construction Requirements, Licensee shall correct said omission, violations or deviations with 45 days, except that if, in Licensor's sole opinion, such omissions, violations or deviations present a serious threat of immediate bodily harm or injury or damage to property, Licensee shall make said corrections within 48 hours of Licensor's oral notice to do so. If Licensee fails to make said corrections within the required timeframes, Licensor may, at its option, make said corrections at Licensee's sole cost, risk and expense; provided further, however, that if Licensee fails to correct deviations which present a serious threat of immediate bodily harm or injury

or damage to property, Licensor may withhold permission for Licensee to use any Outside Plant covered by additional applications until said corrections are made by Licensee.

11. SUBSEQUENT PLACEMENT OF FACILITIES

(a) Licensee shall not have the right to place, nor shall it place, any additional Facilities on or in the Outside Plant without first making a written application for and receiving permission to do so, as prescribed in Paragraph 4 above; nor shall Licensee change the position of any Facilities on or in said Outside Plant without Licensor's prior written approval.

(b) If Licensor finds that Licensee has placed any Facilities on or in any part or parts of said Outside Plant without first making a written application for and receiving permission to do so, Licensor, without prejudice to its other rights or remedies under this Agreement may (1) require Licensee to remove such Facilities forthwith, or (2) remove said Facilities at the sole risk and expense of Licensee; provided however, prior to removal of such Facilities, Licensor shall provide Licensee or prospective Licensee a reasonable period of time, not to exceed 30 days in which to remove its Facilities or apply for authority to Licensor to attach or occupy and to pay the penalty provided in this Paragraph 11(b). Licensee shall pay Licensor upon demand Licensor's charges for such removal.

(c) Licensor and Licensee further agree that Licensee shall pay to Licensor a penalty of $500 for each unauthorized attachment. No act or failure to act by Licensor with regard to said unauthorized use shall be deemed a ratification on the giving of permission for such use. If permission should subsequently be given for such use after Licensee has made written application therefor; said permission shall not operate retroactively or constitute a waiver by Licensor of any of its right or privileges under this agreement or otherwise.

12. NO OBLIGATION

(a) Nothing in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Outside Plant. No use, however extended of any of said Outside Plant under this Agreement shall create or vest in Licensee any ownership or property rights therein; Licensee's rights hereunder shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to maintain any particular Outside Plant for a period longer than demanded by its own service requirements.

(b) The Licensor retains the right, in its sole judgment, to determine the availability of space in a conduit system. In the event the Licensor determines that it would be in its best interest to abandon an underground structure, the occupant of a duct, or portion thereof, will have first right of refusal to purchase.

13. SUBSEQUENT MODIFICATIONS

(a) Licensor shall provide Licensee 60 days' written notice of any planned modification to Licensor's Outside Plant to meet Licensor's own service requirements or those of any other owner of an interest in Licensor's Outside Plant. Licensee shall, at Licensor's or other owner's expense, ~~relocate, replace or transfer its Facilities or~~ perform such~~any other~~ work in connection with such planned modification as reasonably required by Licensor within such 60 day time frame~~.~~, except that if ~~Licensor believes rearrangement or relocation of Licensee's Facilities is required, Licensor shall provide Licensee with an opportunity to assist in the development of plans, and the rearrangement or relocation shall take place pursuant to a mutually agreeable course of action and within a mutually~~

~~agreeable time frame.~~such modification requires the rearrangement, relocation, or transfer of Licensee's Facilities, Licensor shall provide Licensee with an opportunity to review and comment on the planned modification and to assist in the development of plans. Licensee shall rearrange, relocate, or transfer its Facilities within a mutually agreeable time frame; provided, however, that, subject to paragraph 14 regarding Reclamation of Space by Licensor, if Licensee~~ensee~~ does not rearrange, relocate, or transfer its Facilities within a reasonable period of time after expiration of the sixty (60) day notice period, Licensor, at its discretion, may perform such work at Licensor's expense. In the case of an emergency modification to Licensor's Outside Plant, Licensor may perform such work in connection with Licensee's Facilities as Licensor reasonably deems necessary to respond to the emergency, provided that where possible Licensor first provides verbal notice to Licensee and defers action until Licensee responds, before commencing such work.

(b) If technically feasible, Licensor will modify its Outside Plant to accommodate a request by Licensee for additional capacity. Before commencing the work necessary to provide such additional capacity, Licensor will notify all other parties that have Facilities on or in Licensor's Outside Plant, and when possible, will include those modifications required to accommodate other attaching parties, including Licensor.

(c) The cost of modifying Licensor's Outside Plant to accommodate Licensee's request, an existing or prospective attaching party's request, or the needs of Licensor (except as provided in paragraph 14 below), shall be borne by the party requesting such modification, except to the extent other parties attaching to the Outside Plant specifically benefit from the modification. In that case, the parties benefiting from the modifications shall share in the costs on a proportionate basis corresponding to the share of useable space occupied by each benefiting party.

(d) In the event of any service outage affecting both Licensor's and Licensee's Facilities, both parties shall mutually agree on reasonable restoral plans.

(e) With Licensor's prior concurrence, Licensee, without charge and where available, may temporarily use spare duct or innerduct for emergency maintenance purposes. Such Licensee emergency Facilities shall be removed within ninety (90) days after the date Licensee replaces its existing Facilities in one duct with the placement of substitute Facilities in another duct unless Licensee applies for and Licensor grants a license for such conduit system occupancy. In cases where an emergency exists that affects both parties, and where only one spare innerduct of duct is present. Licensor has maintenance priority.

14. RECLAMATION OF SPACE BY LICENSOR

(a) If Licensor has need of existing space which is being occupied by Licensee's Facilities, Licensor may reclaim such space if the space is reasonably and specifically needed to serve Licensor's customers, provided, however, that Licensor shall first give Licensee the option to pay for the costs of any rearrangements or expansions necessary to maintain Licensee's Facilities. Licensor shall only reclaim space if there are no other cost effective solutions to meet Licensor's needs, and there are no technological means of increasing capacity of the support structure for additional attachments. Licensor and Licensee shall negotiate in good faith to reach a cooperative solution to the capacity problem.

(b) Licensor may also reclaim space in the event Licensee refuses to pay the costs of rearrangements necessary to maintain its use of Licensor's Outside Plant. In the case of such refusal, Licensee shall promptly remove its Facilities at Licensee's own expense. If Licensee does not remove its Facilities within thirty (30) days after written notice from Licensor, Licensor may do so at Licensee's sole risk, cost and expense.

(c) In the event of a dispute over reclamation of space, Licensor shall not displace Licensee without first obtaining authorization from the Commission to do so.

15. MULTIPLE LICENSEES

If, in Licensor's judgment, Licensee's existing Facilities on or in any Outside Plant interfere with or prevent the placement of Facilities thereon or therein by additional Licensee, and if said Facilities could be placed on or in said outside Plant by rearranging Licensee's Facilities, by rearranging Licensor's or other owners existing Facilities, or by replacing said Outside Plant, Licensor shall provide Licensee sixty (60) days notice in writing of the need and a request to rearrange or replace its Facilities and provide Licensee an opportunity to review and comment on the request and to assist in the development of plans to accommodate the Facilities of additional Licensees. Licensee shall cooperate with Licensor and additional Licensees to arrive at a mutually agreeable solution. The parties benefiting from the rearrangements shall share in the cost thereof on a proportionate basis corresponding to the share of useable space occupied by each benefiting party. Subject to paragraph 14 regarding Reclamation of Space by Licensor, i-n the event that Licensee does not rearrange or replace its Facilities within a reasonable period of time after expiration of the sixty (60) day notice ~~,~~period, Licensor, at its discretion, may (a) rearrange, relocate, or transfer ~~or replace~~ Licensee's Facilities or (b) authorize the additional Licensee to rearrange, relocate, or transfer ~~or replace~~ Licensee's Facilities; provided, however, that if Licensor elects to ~~rearran~~nage rearrange, relocate, or transfer ~~or replace~~ Licensee's Facilities, the additional Licensee shall pay Licensor the cost thereof.

16. PERFORMANCE BY LICENSOR

If Licensee should fail to perform any work which it is obligated to do under this Agreement within the time allowed for such work, Licensor may elect, by prior written notice to Licensee, to perform such work at Licensee's sole risk and expense, and Licensee shall pay Licensor upon demand Licensor's charges for performing such work. Unless otherwise provided in this Agreement, prior to the termination of this Agreement or performing work on behalf of Licensee, Licensor shall provide Licensee with a reasonable period of time in which to cure any defaults or breaches of this Agreement.

17. VOLUNTARY REMOVALS

Licensee may at any time elect to permanently remove its Facilities from any said Outside Plant. In such case, Licensee shall immediately provide Licensor with written notice of such removal on the form from time to time prescribed by Licensor. Removal of said facilities from any part of said Outside Plant shall constitute a termination of Licensee's right to use such part. Licensor shall refund Licensee a pro rata portion of any prepaid annual charges.

18. RECURRING CHARGES

For the privilege of placing and maintaining its facilities on or in said Outside Plant, Licensee shall pay to Licensor amounts set forth in "Exhibit D" which is attached hereto and hereby made a part hereof.

19. PAYMENTS

All annual charges under this Agreement for use of Licensor's conduit or poles shall comply with the formula established by the California Public Utilities Commission. All other charges to Licensee such as make-ready and ~~inspectiion~~inspection charges shall be equal to the actual costs incurred by Licensor. All amounts payable by Licensee to Licensor under this Agreement shall, unless otherwise specified, be payable within sixty (60) days from the billing date. Balances unpaid after

sixty (60) days will be subject to a late payment charges computed at the rate of eighteen percent (18%) per annum; provided however, that payment of said charge shall not waive or excuse the default. ~~ok~~

20. DEFAULT

The occurrence of any of the following shall constitute a material, substantial breach and default of this Agreement by Licensee:

(a) The failure by Licensee to make any payment required to be made by Licensee hereunder a and when payable where such failure continues for ten (10) calendar days from the date of written notice of delinquency by Licensor;

(b) The assignment, subletting or transfer of any interest under this Agreement in violation of Paragraph 32 of this Agreement;

(c) Cancellation, revocation or termination of the franchise by the franchising authority for any franchise area subject to this Agreement after Licensee has exhausted its administrative and judicial remedies;

(d) The failure of Licensee to maintain the insurance and bond requirements in compliance with Paragraphs 26 and 27 of this Agreement;

(e) The occurrence of any of the events set forth in Paragraph 21 ("Bankruptcy of Licensee");

(f) The failure to indemnify and hold Licensor harmless, to defend any suit or legal proceeding or to pay any claim as provided in Paragraph 24 of this Agreement;

(g) Any material violations of this Agreement, including, but not limited to~~,~~ violations of Paragraph 9 ("Damage to Facilities"), Paragraph 28 ("Liens") or Paragraph 29 ("Confidential Information") of this Agreement.

21. BANKRUPTCY OF LICENSEE

(a) The occurrence of any of the following shall constitute a default which may be a basis for termination of this Agreement:

(1) Licensee files for protection under the Bankruptcy Code of the United States or any similar provision under the laws of the State of California; or

(2) Licensee has a receiver, trustee, custodian or other similar official appointed for all or substantially all of its business or assets; or

(3) Licensee makes an assignment for the benefit of its creditors.

(b) Election to Assume Agreement

In the event that a petition for reorganization or adjustment of debts is filed under chapter 11 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 of the Bankruptcy Code and is converted to Chapter 11, Licensee must elect to assume this Agreement within 120 days from the filing or conversion of the petition under chapter 11, or Licensee's trustee or the debtor-in possession be deemed to have rejected this Agreement.

(c) Cure or Adequate Assurance

For purpose of this section, "Assurance" shall mean no less than trustee or the debtor has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure that sufficient funds will be available to fulfill the obligations of debtor under this Agreement.

No election by trustee or debtor to assume this Agreement shall be effective unless each of the following conditions has been satisfied:

(1) trustee or debtor has cured all defaults under the Agreement or has provided Licensor with assurance that it will cure all defaults, including, but not limited to, such defaults which are susceptible of being cured by the payment of money within 10 days from the date of assumption and all other

defaults under this Agreement by the performance of any act required promptly after the date of such assumption:

(2) Trustee or debtor has provided Licensor with assurance of future performance of the obligations under this Agreement and if such assurance has been provided, trustee or debtor shall also deposit with Licensor, as security for the timely payment of all monetary amounts under the Agreement, a faithful performance bond equal to two (2) years estimated semiannual charges:

(3) In the event that this Agreement is assumed in accordance with the paragraphs herein and thereafter debtor is liquidated or files a subsequent petition in bankruptcy under Chapter 11 of the Code, Licensor may, at it option, terminate this Agreement and all right of debtor hereunder by giving debtor notice of election so to terminate within 30 days after the occurrence of either of such events.

(d) Assignment of Agreement

Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Agreement on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Licensor an instrument confirming such assumption.

22. TERMINATION

Except as otherwise set forth in Paragraph 21 above, in the event of any material default or breach of this Agreement by Licensee, in addition to all other rights and remedies which Licensor may have a law or equity, Licensor shall have the immediate right to terminate this Agreement by giving Licensee thirty (30) days prior written notice of said termination: provided, however, that said notice shall specify the cause. In the event this Agreement is terminated as provided in this Paragraph 22, Licensor shall not be liable to Licensee or any other person or entity for any losses, damages or claims which may arise as a result of said termination. Licensee shall pay to Licensor any costs or expenses incurred by Licensor prior to the termination of said Agreement and Licensor shall refund to Licensee any advance payment after deducting any costs or expenses incurred prior to said termination.

Any termination of this Agreement in whole or in part shall not release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued or which may be accruing or which arises out of any claim that may have accrued or may be accruing at the time or termination.

23. COSTS AND ATTORNEYS' FEES

If Licensor or Licensee shall bring any action for any relief against the other, declaratory or otherwise, or any action by Licensor for the recovery of payments due under this Agreement, the losing party shall pay the prevailing party's costs and expenses, including reasonable attorneys' fees as ordered by the court or regulatory agency.

24. INDEMNITY

Licensee shall indemnify, defend and hold harmless as "Indemnitees" Licensor, its parent and affiliates, and their respective agents, employees, officers, directors and shareholders from and against any and all fines, penalties, losses, costs, damages, injuries, claims, expenses or liabilities ("Liabilities"), including, but not limited to, Liabilities resulting from the injury to or death of any person, or damage to or loss or destruction of any property arising out of, resulting from or in any way connected with this Agreement or the performance of this Agreement and directly or indirectly caused, in whole or in part, by the acts or omissions, negligent or otherwise, of Licensee or a contractor or an agent of Licensee or an employee of any of them except where such Liabilities arise from the negligence or willful misconduct of Licensor, its agents or employees. Licensor shall, as soon as

practicable, notify Licensee of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Licensee shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding, and Licensee shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Licensee shall also (1) keep Licensor and any other Indemnitee subject to such claim fully informed as to the progress of such defense and (2) afford Licensor and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Licensee in the defense or settlement of such claim.

Licensor shall indemnify, defend and hold harmless as "Indemnitees" Licensor, its parent and affiliates, and their respective agents, employees, officers, directors and shareholders from and against any and all fines, penalties, losses, costs, damages, injuries, claims, expenses or liabilities ("Liabilities"), including but not limited to, Liabilities resulting from the injury to or death of any person, or damage to or loss or destruction of any property arising out of, resulting from or in way connected with this Agreement or the performance of this Agreement and directly or indirectly caused, in whole or in part, by the acts or omissions, negligent or otherwise, of Licensor~~sor~~ or a contractor or an agent of Licensor or an employee of any of them except where such Liabilities arise from the negligence or willful misconduct of Licensee or its agents or employees. Licensee shall, as soon as practicable, notify Licensor of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Licensor shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding, and Licensor shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Licensor shall also (1) keep Licensee and any other Indemnitee subject to such claim fully informed as to the progress of such defense and (w) afford Licensee and such Indemnitee, each at is own expense, an opportunity to participate on an equal basis with Licensor in the defense or settlement of such claim.

25. LICENSOR'S RIGHTS

Licensor reserves to itself and to each other owner of Outside Plant the right to maintain said Outside Plant and to operate their Facilities thereon or therein in such a manner as will best enable them to fulfill their own service requirements, and neither Licensor nor any said other owner shall be liable to Licensee or any third party for any interruption to Licensee's service or any interference with the operation of Licensee's Facilities arising in any manner from the use of said Outside Plant and the Facilities thereon or therein by Licensor and each said other owner.

26. INSURANCE

(a) Any and all insurance and/or bonds that may be required under the law, ordinances and regulations of any governmental authority, including but not limited to, Workers' compensation Insurance, are and shall be the sole responsibility of Licensee.

(b) Licensee shall maintain in force insurance coverage and levels at or above those evidenced in the Certificate of Insurance attached to this Agreement as Exhibit "E". Licensor shall be named as an additional insured on any such policies.

(c) Prior to the execution of this Agreement, or if requested by Licensor at any time thereafter, Licensee shall provide Licensor with certification by a properly qualified representative of its insurer that Licensee's insurance complies with the provisions of this Paragraph 26. In addition, such certification shall describe the coverages as being either on an "occurrence" or "claims-made" form. Workers' Compensation Insurance shall contain a waiver of subrogation against and an assignment of statutory lien to Licensor, its parent or affiliates. If requested by Licensor, Licensee shall provide to Licensor a copy of any and all policies of insurance required pursuant to this Agreement.

(d) The insurance specified above shall:

(1) name Licensor, its parent, affiliates, and directors, shareholders, and employees of Licensor, its parent and affiliates and "additional insured" in matters by this Agreement:

(2) provide that said insurance is primary coverage with respect to all insureds:

(3) contain a standard Cross-Liability Endorsement which provides that the insurance applies separately to each insured, and that the policies cover claims or suits by one insured against the other: and

(4) not be terminated, called, lapsed, or materially changed without thirty (30) days prior written notice to Licensor, such notice to be provided to Licensor as specified in Paragraph 33 below ("Notice"). In the event said insurance is terminated, canceled, lapsed, or materially changed or if Licensee does not reinstate such insurance as is required under the provisions of this Paragraph 26 within fifteen (15) days after written notice to Licensor, Licensor may terminate this Agreement or, at Licensor's option and at Licensee's expense, Licensor may reinstate said insurance by purchasing policies at Licensee's expense providing the coverage set forth in this Paragraph 26.

(e) All insurance policies required by this Agreement shall be issued by companies licensed to transact business in the State of California and which hold a current Policy holder's Alphabetic and Financial Size Category Rating of not less that "A" according to Best's Insurance Reports.

(f) Licensee's obligations to maintain the insurance required herein, and to provide evidence of same, shall survive for a period of ten (10) years beyond the termination, cancellation, or expiration of this Agreement. If Licensee's coverages are on "claims-made" forms, Licensee agrees to maintain such insurance and to provide Licensor evidence thereof for the period stated in this Paragraph 26(f).

(g) at any time during the term of this Agreement, Licensor may require Licensee to obtain and maintain in force insurance with coverage of limits in addition to the foregoing.

27. FAITHFUL PERFORMANCE BOND

Licensee may be required to furnish in an amount to be specified by Licensor to cover the faithful performance by Licensee of its obligations under this Agreement. Said bond shall be issued by a commercial bonding company selected by Licensee and satisfactory to Licensor, shall be in such form and in such amount as Licensor shall specify from time to time, shall be maintained n full force and effect throughout the life of this Agreement, and shall not be subject to termination or cancellation except upon ninety (90) days' prior written notice by Certified Mail to Licensor at the address specified in Paragraph 33 below.

If Surety on the bond should give notice of the termination of said bond and if Licensee does not reinstate the bond within fifteen (15) days after written notice from Licensor, Licensor may by written notice to Licensee, terminate this Agreement and/or revoke permission to use the outside Plant covered by an or all applications submitted by Licensee hereunder, and Licensee shall remove, subject to the provisions of Applicable Construction Requirements, its Facilities from the Outside Plant to which said termination applies within thirty (30) days from such notification.

28. LIENS

Licensee and its contractors shall keep said Outside plant free from any statutory or common law lien arising out of any work performed, materials furnished or obligations incurred by Licensee, its agents or contractors. Licensee agrees to defend, indemnify and hold Licensor harmless from and against any such liens, claims or actions, together with costs of suit, and reasonable attorneys' fees incurred by Licensor in connection with any such claim or action. In the event that there shall be recorded against said outside Plant any claim of lien arising out of any such work performed, materials

furnished or obligations incurred by Licensee or its contractors and such claim of liens not removed within ten (10) days after notice is given by Licensor to Licensee to do so, Licensor shall have the right to pay and discharge said lien without regard to whether such lien shall be lawful, valid or correct. Licensee shall, within thirty (30) days after written notice from Licensor, reimburse Licensor for any such claim paid by it.

29. CONFIDENTIAL INFORMATION

Any specifications, drawings, sketches, models, samples, tools, computer programs, technical information, confidential business, customer or personnel information or dates, written, oral or otherwise (all referred to as "Information"), obtained by Licensee from Licensor under this Agreement shall remain Licensor's property. All copies of such Information in written, graphic or other tangible form shall be returned to Licensor upon request. Unless such Information was previously known to Licensee to be free of any obligation to keep it confidential or has been or is subsequently made public by Licensor or a third party, it shall be kept confidential by Licensee, shall be used only in performing hereunder, and may be used for other purposes only upon such terms as may be agreed upon in writing. Except with Licensor's prior written agreement, Information which Licensee may disclose hereunder to Licensor shall be deemed non confidential, nonproprietary, and free from all restrictions on use or disclosure. If Licensee provides Licensor with any proprietary or confidential Information which is conspicuously marked as such, Licensor shall use the same degree of care to prevent its disclosure to others as Licensor with respect to its own proprietary or confidential Information.

30. PUBLICITY

Licensee agrees to submit to Licensor all advertising, sales promotions and other publicity relating to this Agreement or the work performed hereunder, wherein the name of Licensor or Licensor's parent or affiliates is mentioned, or wherein language, signs, markings or symbols are used from which name of Licensor or Licensor's parent or affiliates may, in Licensor's judgment, be reasonably inferred or implied. Licensee further agrees not to publish or use such advertising, sales promotion or publicity without the written approval of Licensor.

31. NO AGENCY RELATIONSHIP

Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Licensor and Licensee.

Licensee hereby declares and agrees that it is an independent Agency and is not an agent, employee or representative of Licensor. Licensee further agrees throughout the term of this Agreement that no contractor, employee, agent, representative or officer of Licensee shall represent to any third party that he/she is an employee, agent or contractor of Licensor and that Licensee's employees, agent and contractors shall conduct themselves in a professional manner and properly identify their name and company name when called upon to do so by any third party who has a right to know (e.g., property owners, law enforcement personnel, employees or agents of Licensor). Licensee shall be solely responsible for compliance with all applicable laws governing employment and for Licensee's own acts and those of its employees, agents and contractors during the performance of obligations under this Agreement.

32. ASSIGNMENT

Licensee shall not, without the prior written consent in writing of Licensor, assign, transfer, sublet this Agreement or permit any other person or entity to use any of its Facilities placed in or on

Licensor's Outside Plant. Licensor shall not unreasonably delay its consent. Any attempted assignment in contravention of this paragraph shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, successors and assigns of the parties hereto.

33. NOTICE

Wherever in this Agreement notice is provided or required to be given by either party hereto to the other such notice shall be in writing and transmitted by mail or by personal delivery to Licensor at its office at _____, Attention: Structure License Coordinator and to Licensee at its office at _____, Attention: _____or to such other address as either party hereto, may from time to time designate in writing for that purpose.

34. GENERAL PROVISIONS

(a) Filing with California Public Utilities Commission

Licensor declares that the filing of this Agreement with the California Public Commission, if required by General Order 96A, is not to be construed as a public offering by Licensor of the services or Facilities provided herein. This Agreement shall be subject to such changes or modifications as may be required or authorized by any regulatory commission in the exercise of its lawful jurisdiction, tribunal or court of competent jurisdiction.

(b) Executive Orders

Exhibit "F" (Executive Orders and Associated Regulations) is hereby made a part of this Agreement.

(c) Applicable Law

This Agreement shall be construed in accordance with the laws of the State of California.

(d) Time of Essence

Time is of the essence of this Agreement.

(e) Force Majeure

Except for the payment of monies due under this Agreement, neither party shall be deemed in default hereunder to the extent that any delay or failure in the performance of its obligations results from causes beyond its reasonable control and without its fault or negligence. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. If any excused delay occurs, the party unable to perform shall give immediate notice to the other party, while simultaneously seeking, in good faith to utilize reasonable alternative means for accomplishing the purpose of this Agreement and preventing delay.

(f) No Third Party Beneficiaries

Except as otherwise provided in this Agreement, the provisions of said Agreement are for the benefit of the parties hereto and not for any other person.

(g) Waiver

Waiver by either party of any provision of this Agreement, or of default or breach by the other party, shall not be deemed a general waiver of provisions, or as a waiver by the nondefaulting party of any subsequent default or breach.

(h) Modification and Amendments

No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment or modification.

(i) Entire Agreement/Conflict with Prior Agreements

This Agreement, the Interconnection Agreement between Licensor and Licensee, the Commission's Right-of-Way Rules and the Applicable Construction Requirements, as they may be modified, and the Exhibits attached hereto or referenced herein constitute the entire Agreement between the parties with respect to the subject matter thereof. Except as otherwise provided in the Agreement, all prior agreements, representations, statements, negotiations, understandings and undertakings are superseded hereby.

(j) No Exclusive Rights

Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor or any other owner of an interest in or of Facilities on or in said Outside Plant, by contract or otherwise, upon others to use any Outside Plant covered by this Agreement: and Licensor and each other such owner shall have the right to continue and extend such rights or privileges. The privileges herein granted to Licensee shall at all times be subject to any such existing contracts and arrangements.

EXECUTED THIS _____ day of _____, _____

LICENSOR:

PACIFIC BELL

BY_____
(SIGNATURE)

NAME: _____
(PRINT NAME)

TITLE: _____

LICENSEE:

BY_____
(SIGNATURE)

NAME:_____
(PRINT NAME)

TITLE: _____

ATTACHMENT 11

[Intentionally Omitted]

ATTACHMENT 12

[Intentionally Omitted]

ATTACHMENT 13

BILLING AND RECORDING

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BILLING AND RECORDING

1. GENERAL

This Attachment describes the requirements for the billing and recording of all charges by one Party to the other under this Agreement. The performance measurements applicable to Billing and Recording are set forth in Section 14 of the Preface of this Agreement.

1.1. Each Party shall be responsible for (1) all costs and expenses it incurs in complying with its obligations under this Attachment 13 and (2) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Attachment 13.

1.2. Each Party shall provide the other Party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

2. CONNECTIVITY CHARGES BILLED BY PACIFIC TO AT&T

2.1. PACIFIC will bill and record in accordance with this Attachment those charges AT&T incurs as a result of AT&T purchasing from PACIFIC services under this Agreement, including Network Elements, Combinations and Resale Services (hereinafter "Connectivity Charges"). The Parties agree that each bill for Connectivity Charges, except for Resale Services bills, shall be formatted in accordance with CABS and comply with the requirements of this Attachment 13 and applicable requirements of the OBF.

2.2. PACIFIC shall deliver billing information for Resale Services in the CRIS format via CD Rom.

2.3. PACIFIC agrees to accept, process and pay all bill invoices that are not CABS-compliant, submitted by AT&T, as successor to TCG-Los Angeles, TCG-San Francisco and TCG-San Diego (collectively, “TCG”), until such time as AT&T completes the conversion of the TCG paper bill process in use as of October 1, 1999 to a CABS compliant process. AT&T shall use its reasonable best efforts to complete this conversion by January 1, 2001.

2.4. Each Network Element, Combination, or Resale Service purchased by AT&T shall be assigned a separate and unique billing code in the form agreed to by the Parties and such code shall be provided to AT&T on each Connectivity Bill in which charges for such Network Elements, Combinations, or Resale Services appear. Each Connectivity Bill shall set forth the quantity and

description of each such Network Element, Combination, or Resale Service provided and billed to AT&T. All Connectivity Charges billed to AT&T must indicate the state from which such charges were incurred.

2.5. PACIFIC shall provide AT&T monthly Connectivity Bills that include all Connectivity Charges incurred by and credits and/or adjustments due to AT&T for those Network Elements, Combinations, or Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill provided by PACIFIC to AT&T shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments.

2.6. The Bill Date, as defined herein, must be present on each bill transmitted by PACIFIC to AT&T.

2.7. Subject to Section 2.7.5, PACIFIC shall not provide any Connectivity Bills to AT&T having a Bill Date any later than the following dates:

2.7.1. Ninety (90) days following the recording date for all Resale Service usage and LSNE usage, except for calls requiring data exchange with third party carriers, e.g., intraLATA O+ calls made within another state, which calls are subject to Section 2.7.2.

2.7.2. One hundred twenty (120) days following the recording date for calls requiring data exchange with third party carriers.

2.7.3. Ninety (90) days following the date the charges are incurred for all other Network Elements, Combinations, and all non-usage Resale Service or LSNE charges.

2.7.4. If any billing error is identified, quantified and communicated in writing by PACIFIC to AT&T within the time periods set forth in Sections 2.7.1 through 2.7.3 above after Connectivity Charges are incurred, Pacific will have a maximum of one hundred twenty (120) days after the Connectivity Charges are incurred to render correct Connectivity Bills therefor.

2.7.5. No payment shall be due from AT&T for any Connectivity Bill received by AT&T from PACIFIC that fails to meet the timeliness requirements of Sections 2.7.1 through 2.7.4 of this Attachment.

2.7.6. On each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.

2.8. PACIFIC shall bill AT&T at the rates set forth in Attachment 8 for each Network Element, Combination, or Resale Service, supplied by PACIFIC to AT&T pursuant to this Agreement. PACIFIC will bill AT&T based on the actual Connectivity Charges incurred, provided, however, for those usage-based Connectivity Charges where actual charge information is not determinable by PACIFIC because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges. 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 totalled for the entire monthly bill cycle and then rounded to the next whole minute.

2.9. At AT&T's option and subject to PACIFIC's agreement which will not be unreasonably withheld, AT&T may request that certain categories of Connectivity Charges be included in separate Connectivity Bills which are to be sent to different billing addresses.

2.10. PACIFIC shall recognize AT&T as the customer of record for all Resale Services, UNEs and Combinations purchased by AT&T and will send all related notices, bills and other pertinent information directly to AT&T and not to AT&T's customer. The bill will include data to enable AT&T to reconcile the billed charges with the recorded call information furnished in accordance with the requirements of Attachment 14.

2.11. At either Party's request, the Parties will negotiate appropriate billing and collection and compensation arrangements for information services calls (e.g. 976) by AT&T customers, including a mechanism for AT&T to rate calls, a means to compensate the enhanced service provider and the appropriate fees due to AT&T for performing the billing and collection function. At either Party's request, the Parties shall negotiate appropriate compensation arrangements for "calling party pays" cellular or paging service, when that service is introduced. The Parties may set forth the additional terms relating to such services either in a separate agreement or in an addendum to this Agreement.

2.12. PACIFIC agrees that if it transmits Connectivity Billing information and data in a CABS format electronically to AT&T in a mechanized format, PACIFIC will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for AT&T to process Connectivity Billing information and data:

- The Billing Account Number (“BAN”) shall not contain embedded spaces or low values.
- The Bill Date shall not contain spaces or non-numeric values.
- Each Connectivity Bill must contain at least one detail record.
- Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- The Invoice Number must not have embedded spaces or low values.

3. ISSUANCE OF BILLS UNDER THIS AGREEMENT - GENERAL

3.1. PACIFIC and AT&T will issue all bills for charges under this Agreement in accordance with the terms and conditions set forth in this Section, and, where applicable as specified in this Attachment, in accordance with CABS.

3.2. PACIFIC and AT&T will establish monthly billing dates (“Bill Date”) for each BAN or Billed Telephone Number (“BTN”) (collectively referred to as “Account Number”), as further defined in the CABS documents, which Bill Date shall be the same day month to month. Each Account Number shall remain constant from month to month, unless changed by a Party. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting an Account Number. The Parties will provide one Billing invoice associated with each Account Number.

3.3. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

3.4. PACIFIC and AT&T shall issue all bills containing such billing data and information in accordance with CABS Version 31.0, or such later versions of CABS as are published by Telcordia or its successor and implemented by PACIFIC or AT&T, except that if the Parties enter into a meet-point billing arrangement, such billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by OBF, or its successor. To the extent that there are no CABS or MECAB standards governing the formatting of certain data, such data shall be issued in the format mutually agreed by the Parties.

3.5. Each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different

media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy as set forth in applicable tariffs or as mutually agreed, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

3.6. To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications and edit requirements. AT&T shall comply with PACIFIC's processing specifications when AT&T transmits billing data to PACIFIC. PACIFIC shall comply with AT&T's processing specifications when PACIFIC transmits billing data to AT&T. In addition, each Party will provide the other Party a contact person for the handling of all connectivity and test transmissions questions or problems. AT&T and PACIFIC shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4. ELECTRONIC TRANSMISSIONS

4.1. PACIFIC and AT&T agree that each Party will transmit Connectivity Billing information and data which is in the CABS format electronically via Connect: Direct (formerly known as Network Data Mover) to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect: Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If PACIFIC has an established Connect: Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. PACIFIC must provide AT&T/Alpharetta its Connect: Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect: Direct. AT&T's Connect: Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in PACIFIC's Connect: Direct software. AT&T will supply to PACIFIC its RACF ID and password before the first transmission of data via Connect: Direct. Any changes to either party's Connect: Direct Node ID must be sent to the other party no later than twenty-one (21) calendar days before the changes take effect.

5. TAPE OR PAPER TRANSMISSIONS

5.1. In the event either Party does not have Connect: Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect: Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by AT&T and PACIFIC). Connectivity billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data will not be returned to the sending Party.

TO AT&T:

Tape Transmissions via U.S. Mail:	AT&T 300 North Point Parkway FLOC 144C09 Alpharetta, Georgia 30005 Attn: Bill Access Coordinator
Tape Transmissions via Overnight Delivery:	AT&T 300 North Point Parkway FLOC 144C09 Alpharetta, Georgia 30005 Attn: Bill Access Coordinator

Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908 Alpharetta, Georgia 30009 Attn: AC&R Access Bill Coordinator
Paper Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30005 Attn: AC&R Access Bill Coordinator

TO PACIFIC:

Tape Transmissions:	To be specified by Pacific Bell when it elects tape transmission Attn:
Paper Transmissions:	Pacific Bell CLC Compensation Manager 370 3rd St., Rm. 514 San Francisco, CA 94107 Attn:

5.2. Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any Connectivity Billing tapes in tape canisters.

5.3. All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code (“EBCDIC”). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. AT&T reserves the right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

5.4. Billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS
Record Length	225 bytes (fixed length)
Blocking Factor	84 records per block
Block size	18,900 bytes per block
Labels	Standard IBM Operating System

5.5. A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. PACIFIC's name, address, and contact shall appear on the flat side of the cartridge or reel.

5.6. Billing tape labels shall conform to the following OBF standards, as the same may be amended from time to time:

5.6.1. Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

5.6.2. The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

6. TESTING REQUIREMENTS

6.1. At least thirty (30) days prior to any change in billing system interfaces or outputs, the Parties will conduct joint testing to ensure that bills can be processed by the Parties.

6.2. For AT&T, PACIFIC will send AT&T a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least thirty (30) days prior to changing mechanized formats. PACIFIC shall send to AT&T Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. PACIFIC shall also provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, PACIFIC's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or a change in PACIFIC's originating or state level company code. AT&T will notify PACIFIC within the time period agreed to by the Parties if

Connectivity Billing transmission fails to meet AT&T's testing specifications. PACIFIC shall make the necessary corrections within the time period agreed to with AT&T to ensure that billing transmissions meet AT&T's testing specifications. AT&T will confirm testing results no later than ten (10) days after receipt of the test file. PACIFIC shall not send AT&T a mechanized Connectivity Bill (except for testing) until such bills meet AT&T's testing specifications. If PACIFIC meets AT&T's testing specifications, PACIFIC may begin sending AT&T mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

6.3. During the testing period, PACIFIC shall transmit to AT&T Connectivity Billing data and information via paper transmission. Test tapes shall be sent to AT&T at the following location:

Test Tapes:	AT&T 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30005 Attn: Access Bill Testing Coordinator

7. BILL ACCURACY CERTIFICATION

The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, the sending Party is responsible and accountable for transmitting to the receiving Party an accurate and current bill. PACIFIC agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Network Elements, Combinations and Resold Services ordered and used by AT&T. Effective August 28, 1998, the Parties entered into a Local Resale Service Billing Supplier Quality Certification Operating Agreement to establish such mechanisms and procedures for Resold Services billing. AT&T and PACIFIC agree to negotiate additional similar agreements covering billing for other services on a connectivity by connectivity basis. All charges under this Agreement by PACIFIC to AT&T for a particular connectivity are exempt from Bill Period Closure procedures until such procedures are set forth in a billing certification operating agreement covering that connectivity.

8. MEET POINT BILLING

8.1. AT&T and PACIFIC will establish meet-point billing (“MPB”) arrangements for jointly provided access to an IXC, in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF’s MECAB and MECOD documents, except as modified herein. Both parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and provisions within the National Exchange Carrier Association (“NECA”) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

8.2. Billing to IXCs for Access Services jointly provided by the Parties via MPB arrangements shall be according to the “Multiple Bill/Single Tariff” method. For all traffic carried over the MPB arrangement, AT&T and PACIFIC shall each bill the IXC for its own portion of the applicable elements, according to the access rates set forth in each Party’s own appliable tariffs. For purposes of this Agreement, the Party to whom the end office belongs is the Initial Billing Company (“IBC”) and the Party to whom the tandem belongs or who meets the IBC at a point other than a tandem is the Subsequent Billing Company (“SBC”).

8.3. Each Party shall provide the billing name, billing address, and carrier identification code (“CIC”) of the IXCs that may utilize any portion of AT&T's network in an AT&T/PACIFIC MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code. Such information shall be provided by each Party to the other Party in the format and via the medium that the Parties agree.

8.4. The Parties agree to comply with the currently effective MECAB guidelines as mutually adopted by the Parties from time to time.

8.5. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC charge, as appropriate, and such other applicable charges.

8.6. PACIFIC and AT&T will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. PACIFIC and AT&T will coordinate and exchange the billing account reference (“BAR”) and billing account cross reference (“BACR”) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if

the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

8.7. The secondary billing company will provide to the initial billing company any necessary AMA records (in standard EMI format) within fourteen (14) days of the recording date. The initial billing company will provide the secondary billing company the necessary summary records within fourteen (14) days of the initial billing company's bill date. The data will be in a separate dataset from the usage records associated with the AT&T Resale access lines. File name and attributes will be specified by the receiving Party.

8.8. If MPB data is not submitted by either Party within the period set forth in 8.7, or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.

8.9. Failure of secondary billing company to provide the necessary AMA records (in standard EMI format) within sixty (60) days of the recording date, or of the initial billing company to provide the necessary summary records within sixty (60) days of the initial billing company's bill date, will result in the Party failing to deliver the data to be liable to the other Party for any charges the other Party is unable to bill the IXC.

8.10. Errors in MPB data exchanged by the Parties may be discovered by AT&T, PACIFIC or the billable IXC. Both AT&T and PACIFIC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The other Party shall correct the error within twenty (20) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If either Party fails to provide MPB data due to loss, uncorrectable errors or otherwise, the Parties shall follow the procedures set forth in Attachment 14, Section 6, for compensation of lost, damaged or destroyed Recorded Usage Data and compensate the other for the lost MPB billing data.

8.11. Both Parties will provide the other a single point of contact to handle any MPB questions.

8.12. The Parties agree to record MPB information in accordance with this subsection. These records shall be provided at a Party's request and shall be formatted pursuant to Telcordia standards if such standards exist, and otherwise as agreed by the Parties. These records shall be transmitted to the

other Party daily in EMR format via Connect: Direct, provided however that if AT&T and PACIFIC do not have Connect: Direct capabilities, such records shall be transmitted as the Parties agree. PACIFIC and AT&T agree that they will retain, at each Party's sole expense, copies of all AMA records transmitted to the other party for at least seven (7) calendar days after transmission to the other Party.

8.12.1. Each party will provide the other party with a CIC on each EMR record transmitted to the other party.

9. COLLOCATION

When AT&T collocates with PACIFIC in PACIFIC's facility as described in this Agreement, capital expenditures shall not be included in the Connectivity Bill provided to AT&T pursuant to this Attachment. All such capital expenses shall be identified as capital expense charges, given a unique and consistent Billing Account Number and billed through FABS, until such time as FABS is replaced by another billing system upon notice to AT&T and testing pursuant to Section 6 of this Attachment. All invoices for capital expenses shall be sent to the location specified by AT&T for payment. Bills for both capital and non-capital recurring collocation expenses shall comply with the CABS Billing Output Specifications ("BOS"). The bill label for those collocation charges shall be entitled "Expanded Interconnection Service."

10. RECIPROCAL COMPENSATION

The Parties shall bill each other reciprocal compensation for local exchange traffic, using a CABS format, in accordance with the standards set forth in this Agreement for traffic terminated to the other Party's customer, where both such customers bear NPA-NXX designations associated with the same LATA or other authorized area (e.g., extended area service zones in adjacent local calling areas). Where required, such traffic shall be recorded and transmitted in accordance with this Attachment. Further, the traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totalled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this traffic shall be charged at rates specified in Attachment 8 to this Agreement in accordance with terms and conditions set forth in Attachment 18. The Parties shall not bill each other for reciprocal compensation any later then ninety (90) days (including the time to correct any billing errors) following the recording date of the call. No payment shall be due for any reciprocal compensation bills that fail to meet this timeliness requirement.

11. BILLING AND PAYMENT OF CHARGES

11.1 Subject to the terms of this Agreement and except for bills rendered by PACIFIC in the CRIS format, AT&T and PACIFIC will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. For bills rendered by PACIFIC in the CRIS format, AT&T will pay PACIFIC within sixty (60) calendar days from the Bill Date, or fifty (50) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made on the preceding business day.

11.2 Each Party shall make all payments to the other Party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by the Party receiving the payment. AT&T and PACIFIC shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by the billing Party no later than the applicable due date of each bill or late payment charges will apply as provided in Section 14 below. The Party receiving payment shall not be liable for any delays in receipt of funds or errors in entries caused by the paying Party or third parties, including the paying Party's financial institution. The paying Party is responsible for its own banking fees.

11.3 PACIFIC and AT&T shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the paying Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI process, or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Agreement, unless otherwise agreed between the Parties.

12. DEPOSITS

12.1 If applicable under the terms of this Section 12, the deposit requirements set forth in this Section 12 apply to the resale services and network elements furnished under this Agreement. If PACIFIC furnishes to AT&T both resale services and network elements under this Agreement, AT&T shall make two separate deposits where applicable, each calculated separately as set forth below in Sections 12.2 through 12.10, inclusive.

12.2 If AT&T has not established a minimum of twelve (12) consecutive months good credit history (as provided below in this Section 12.2) with PACIFIC, AT&T shall remit an initial cash deposit to PACIFIC prior to the furnishing of resale services or network elements under this Agreement. The deposit required by the previous sentence shall be determined as follows: (i) if, immediately prior to the Effective Date, AT&T was not operating as a local service provider in California, the initial deposit shall be in the amount of $17,000; or (ii) if, immediately prior to the Effective Date, AT&T was operating as a local service provider in California, the deposit shall be in the amount calculated using the method set forth in Section 12.7 of this Agreement. This cash deposit will be held by PACIFIC as a guarantee of payment of charges billed to AT&T and shall be applied by PACIFIC against any Undisputed and Unpaid Charges (as those terms are defined in Section 16 hereof) after PACIFIC gives the notice provided for under Section 16.2 and before PACIFIC gives the notice provided for under Section 16.5. If AT&T has established the minimum of twelve (12) consecutive months' good credit history referred to above, PACIFIC shall waive the initial deposit requirement; provided, however, that the other terms and conditions set forth in this Section 12 shall continue to apply for the term of this Agreement and any extension(s) hereof. If no deposit requirement is then in effect, AT&T shall be required to pay a deposit during the term of this Agreement should PACIFIC give more than one notice to AT&T under Section 16.2 within any twelve (12) month period. The amount of this deposit shall be calculated in accordance with Section 12.7 hereof. In determining whether AT&T has established the minimum good credit history, AT&T's payment record for the most recent twelve (12) months shall be considered. If PACIFIC has given more than one notice under Section 16.2 hereof to AT&T within such twelve (12) month period, AT&T will not be considered to have established a good credit history. Any amounts Disputed (as defined in Section 16 hereof) by AT&T in complete compliance with Section 16.3 hereof shall not negatively impact AT&T's credit history under this Agreement.

12.3 Any cash deposit held by PACIFIC shall be credited to AT&T's account during the month following the expiration of twelve (12) months after the cash deposit was remitted, so long as AT&T has not been sent any notices under Section 16.2 of this Agreement during the most recent twelve (12) months. For the purposes of this Section 12, interest will paid on all cash deposits until such deposit is returned to AT&T or applied against Unpaid Charges. If Undisputed Unpaid Charges exceed the amount of deposits held by PACIFIC, any accrued interest may be applied against Unpaid Charges in the same way and at the same time that the deposit may be applied against Undisputed and Unpaid Charges pursuant to Section 12.2 hereof. Interest will be calculated as defined by the

applicable PACIFIC tariff regulating retail deposits. Such interest shall be credited to AT&T's account on an annual basis.

12.4 So long as AT&T maintains timely compliance with its payment obligations, PACIFIC will not increase the deposit amount required. If AT&T fails to maintain timely compliance with its payment obligations or if AT&T's deposit is applied against Undisputed and Unpaid Charges pursuant to Section 12.2 hereof, PACIFIC reserves the right to require additional deposit(s) in accordance with this Section 12.

12.5 If during the first twelve (12) months of operations under this Agreement, AT&T is sent a notice under Section 16.2 by PACIFIC, the deposit amount shall be re-evaluated based upon AT&T's actual billing totals and shall be increased if AT&T's actual billing average for any two month period within such twelve (12) month period exceeds the deposit amount held.

12.6 Throughout the term of this Agreement and any extension(s) thereof, any time AT&T is sent, during a twelve (12) month period, more than one notice under Section 16.2 by PACIFIC, the deposit amount shall be re-evaluated based upon AT&T's actual billing totals and shall be increased if AT&T's actual billing average for any two month period within such twelve (12) month period exceeds the deposit amount held.

12.7 Whenever a deposit is re-evaluated as specified in Section 12.5 or Section 12.6, above, or calculated pursuant to Section 12.2, above, such deposit shall be calculated in an amount equal to the average billing to AT&T for a two month period plus the amount of any Undisputed Unpaid Charges.

12.8 Whenever a deposit is re-evaluated or an additional or new deposit is required under this Section 12, AT&T shall remit any such additional or new deposit amount to PACIFIC within fifteen (15) calendar days of receipt of written notification from PACIFIC requiring such deposit. If AT&T fails to furnish the required deposit within fifteen (15) calendar days of receipt of written notice requesting such deposit, PACIFIC shall commence the process set forth in Section 16 of this Agreement.

12.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit reasonably acceptable to PACIFIC. No interest shall be paid by PACIFIC for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit.

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

13. BILLING DISPUTES

13.1 In the event either Party discovers a billing dispute, that Party may commence a dispute resolution process by sending written notice to the other Party describing the dispute. No Party may pursue any claim related to billing unless such written notice has first been given to the other Party. When such written notice has been given, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the billing dispute. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize alternative dispute resolution procedures such as mediation to assist in the negotiations.

13.2 If the Parties are unable to resolve the dispute through the informal procedures described above in Section 13.1, then either Party may invoke the Alternative Dispute Resolution Process set forth in Attachment 3. Unless the Parties otherwise agree, a Party may invoke the procedures of Attachment 3 not earlier than sixty (60) days after the date of the letter initiating informal billing dispute resolution under Section 13.1 of this Attachment.

14. LATE PAYMENT CHARGES

If either Party fails to remit payment for any charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of 1 ½ percent per month or the maximum rate permitted by applicable law, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

15. ADJUSTMENTS

15.1. Subject to the terms of this Attachment and Section 14 of this Agreement, the Parties will debit or credit each other for incorrect charges; charges for any service, Network Element or Combination of poor quality; and installation problems if caused by either Party. Adjustments will be administered per this Agreement, the applicable tariff or by mutual agreement. Such reimbursements shall be identified as an adjustment on the bill.

16. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

16.1 Unless otherwise specified herein, this Section 16 shall apply only to resale services and network elements furnished under this Agreement.

16.2 Failure of AT&T to pay charges (or dispute charges pursuant to Section 16.3 hereof) may be grounds for termination of this Agreement. If AT&T fails to pay when due (pursuant to Section 13.1), any and all charges billed to AT&T under this Agreement, including any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid and undisputed (in full compliance with Section 16.3 hereof) after the due date, PACIFIC shall notify AT&T in writing pursuant to the notice provisions of this Agreement that in order to avoid having service disconnected, AT&T must either remit payment to PACIFIC or dispute, pursuant to Section 16.3 below, such Unpaid Charges, in either case within fifteen (15) calendar days from PACIFIC's notice.

16.3 If AT&T desires to dispute any portion of the Unpaid Charges, AT&T shall notify PACIFIC in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed and the specific details of the dispute (including, without limitation, the date of the bill in question, the ESBA or BAN number of the bill, the telephone number, circuit ID number or trunk number, the USOC information questioned, the amount billed and the amount in question, and the reasons that AT&T disputes the billed amount), and immediately pay to PACIFIC all undisputed Unpaid Charges. With respect to disputed Unpaid Charges, AT&T may either pay those amounts to PACIFIC or may pay the disputed Unpaid Charges into a mutually-agreed upon interest-bearing escrow account. AT&T is responsible for any charges assessed by the financial institution associated with any such escrow account. All disputes must be in good faith and have a reasonable basis. Unpaid Charges which are not disputed by AT&T in full compliance with this Section 16.3 are referred to in this Section 16 and in Section 13 hereof as "Undisputed". Unpaid Charges which are disputed by AT&T in full compliance with this Section

16.3 are referred to in this Section 16 and in Section 13 hereof as "Disputed".

16.4 Disputes shall be resolved in accordance with the procedures identified in Section 13 of this Attachment. If any Disputed Unpaid Charges have been paid into escrow pursuant to Section 16.3, such amounts and related interest shall be disbursed from the escrow account in accordance with the result of such Dispute Resolution. If any Disputed charges have been paid to PACIFIC pursuant to Section 16.3, such amounts will be either retained by PACIFIC or returned to AT&T (along with interest determined pursuant to Section 14 (Late Payment Charges) hereof) in accordance with the result of such Dispute Resolution.

16.5 If any Unpaid Charges remain unpaid and Undisputed more than fifteen (15) calendar days after PACIFIC's notice pursuant to Section 16.2, PACIFIC shall notify AT&T (pursuant to the notice provisions of this Agreement) and the Commission (attention: Telecommunications Director), in writing that unless all remaining Unpaid Charges are paid or Disputed within sixteen (16) calendar days, the resale services and network elements furnished to AT&T under this Agreement for which Unpaid Charges are unpaid and Undisputed shall be disconnected. This notice shall further specify that to the extent PACIFIC has record(s) already in its possession that reflect the identity and the service provided and the serving address and the serving telephone number(s) for any of AT&T’s End Users that will be affected by such disconnection, PACIFIC shall cause such End Users to be defaulted to PACIFIC's local service if PACIFIC's records, procedures and systems reasonably permit. On the same day that it sends the notice required by this Section 16.5, PACIFIC will suspend acceptance of any order (other than a disconnect order) from AT&T for any resale service or network element or other service that could be furnished under this Agreement.

16.6 If any Undisputed Unpaid Charges for resale services or network elements remain unpaid sixteen (16) calendar days after the notice required by Section 16.5 hereof, AT&T shall, at its sole expense, notify its End Users and the Commission (attention: Telecommunications Director), by Certified U.S. Mail that the End Users’ service may be disconnected due to AT&T’s failure to pay or Dispute the Unpaid Charges, and that its End Users must affirmatively select a new local service provider within five (5) calendar days and notify PACIFIC of such selection or their telephone service may be disconnected. This notice shall also advise AT&T’s End Users that PACIFIC may assume the End User’s account at the end of the five (5) calendar day period should the End User fail to select a new local service provider and so inform PACIFIC in the interim. AT&T shall provide a copy of all such End User notifications to the Commission.

16.7 If any Undisputed Unpaid Charges for resale services or network elements furnished to AT&T under this Agreement remain unpaid more than twenty-one (21) calendar days after the notice required by Section 16.5 hereof, PACIFIC shall disconnect such resale services or network elements. On the same date that these resale services or network elements are disconnected, to the extent PACIFIC has record(s) already in its possession that reflect the identity and the service provided and the serving address and the serving telephone number(s) for any of AT&T's End Users that will be affected by such disconnection and who have not selected another local service provider, PACIFIC shall cause such End Users to be transferred directly to PACIFIC's local service. To the extent available at retail from PACIFIC, the End Users transferred to PACIFIC's local service shall receive the same services provided through AT&T immediately prior to the time of transfer.

16.8 Within five (5) calendar days of any such transfers to PACIFIC's local service, PACIFIC shall send notice to all transferred End Users that because of AT&T's failure to pay PACIFIC, their local service is now being provided by PACIFIC. PACIFIC shall also notify each transferred End User that the End User has thirty (30) calendar days to select a new local service provider.

16.9 If any End User transferred to PACIFIC's local service pursuant to Section 16.7 of this Agreement fails to select a new local service provider within the thirty (30) calendar day period referred to in Section 16.8, PACIFIC shall continue to serve such End User, at Pacific's retail rates and terms and conditions.

16.10 As provided in Section 16.7 of this Agreement, PACIFIC may discontinue Resale Services or Network Elements provided to AT&T pursuant to this Agreement, and shall have no liability to AT&T or AT&T's End Users in the event of such discontinuance.

16.11 Once the notice required by Section 16.5 of this Agreement has been sent to AT&T, PACIFIC shall not accept any order (other than a disconnect order) relating to resale services or network elements from AT&T until (i) all Undisputed Unpaid Charges are paid; and (ii) AT&T has furnished PACIFIC a cash deposit calculated pursuant to the terms and conditions of Section 12.7 of this Agreement.

ATTACHMENT 14

PROVISION OF CUSTOMER USAGE DATA

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PROVISION OF CUSTOMER USAGE DATA

1. INTRODUCTION

1.1 This Attachment sets forth the terms and conditions for each Party's provision of recorded usage data to the other Party. PACIFIC will record and provide to AT&T unrated usage data when AT&T purchases Unbundled Switching Elements or Resale Service from PACIFIC ("Recorded Usage Data"). AT&T and Pacific will establish meet-point billing ("MPB") arrangements for jointly provided switched access to an IXC. Pacific as the Subsequent Billing Company (SBC) will record and provide to AT&T, the Initial Billing Company (IBC) any necessary detail records, and AT&T will provide to Pacific the necessary summary records

2. GENERAL REQUIREMENTS FOR RECORDED USAGE DATA

2.1. The Parties agree to provide each other with Recorded Usage Data in accordance with this Attachment.

2.2. PACIFIC's provision of Recorded Usage Data to AT&T shall be in accordance with the performance standards set forth in Section 14 of the Preface of this Agreement. Remedies for failure to meet such performance standards are also set forth in Section 14.

2.3. Both Parties shall retain Recorded Usage Data in accordance with applicable law and regulation.

3. USAGE DATA SPECIFICATIONS

3.1. Subject to Section 3.4, when AT&T purchases from PACIFIC Resale Service or LSNE, PACIFIC will provide to AT&T all Recorded Usage Data relating to local and IntraLATA toll calls originating from AT&T End Users (business and residence), including, but not limited to, the categories of information listed below. In addition, subject to Section 3.4, when AT&T purchases from PACIFIC LSNE, PACIFIC will provide to AT&T all Recorded Usage Data relating to switched access calls terminating to AT&T End Users (business and residence), including, but not limited to, the categories of information listed below.

3.1.1. Data to be supplied both for calls originating from AT&T End Users (business and residence) and for switched access calls terminating to AT&T LSNE End Users (business and residence)

3.1.1.1. All available call attempt data

3.1.1.2. Completed Calls

3.1.2. Data to be supplied for calls originating from AT&T End Users (Business and Residence)

3.1.2.1. Use Of Class/Lass/Custom Features which are sold on a pay per use basis

3.1.2.2. MTS portion of IntraLATA 976 Calls To Information Providers Reached Via PACIFIC Facilities And Contracted By PACIFIC

3.1.2.3. Calls To Directory Assistance Where PACIFIC Provides Such Service To AT&T's Resale End Users

3.1.2.4. Calls Completed Via PACIFIC-Provided Operator Services Where PACIFIC Provides Such Service To AT&T's Resale End Users

3.1.2.5. For PACIFIC-Provided Centrex Service, Station Level Detail

3.1.3. Data to be supplied for switched access calls terminating to AT&T End Users

3.1.3.1. Data identifying the CIC of the originating IEC; and

3.1.3.2. Where available, data identifying the calling party number.

3.2. Records shall include Complete Call Detail and Complete Timing Information.

3.3. PACIFIC shall provide to AT&T Recorded Usage Data for AT&T's End Users only. PACIFIC will not submit other carriers' local usage data as part of the AT&T Recorded Usage Data. Error procedures set forth in Appendix I to this Attachment, Section IV, paragraph 1.1.4. shall apply to any data of other carriers sent in error to AT&T.

3.4. Additional Provisions Regarding Call Detail

3.4.1. Resale Service

3.4.1.1. PACIFIC represents and warrants that as of the effective date of this Agreement it does not record local usage for its own flat rate End Users in the ordinary course of business. There are certain exceptions where special study or call detail analysis is performed, e.g., in cases where an incident of telephone harrassment is under investigation. If PACIFIC begins recording local usage for its own flat rate End Users in the ordinary course of business at a future date, PACIFIC will simultaneously begin such recording for AT&T resold flat rate End Users, at no additional charge. If at a future date PACIFIC begins recording local usage for its own flat rate End Users served by a particular switch, PACIFIC will simultaneously begin such recording for AT&T resold flat rate End Users served by that switch, at no additional charge.

3.4.1.2. If AT&T asks PACIFIC to develop the capability to provide AT&T local usage data on resold flat local service, and PACIFIC does not record local usage for its own flat rate End Users in the ordinary course of business, PACIFIC shall develop such capability consistent with Section 22 of the Preface (General Terms and Conditions) of this Agreement. In such event, PACIFIC shall be entitled to track and recover applicable development costs as set forth in Attachment 8.

3.4.1.3. As of the effective date of this Agreement, in some PACIFIC switches, the terminating number for measured local calls may not be recorded during periods of high volume usage. For all such calls, PACIFIC will inform AT&T of the minutes of use. If and when the limitation described in this Section is removed, PACIFIC will provide to AT&T at no additional cost, the terminating number for all measured local calls, including calls made during periods of high volume usage.

3.4.2. LSNE

3.4.2.1. When AT&T purchases a LSNE from PACIFIC, that LSNE as provided by PACIFIC will include all the functions and capabilities of the switch and the software deployed at that time within the switch relating to recording of usage data, including the capability to record all local usage and originating and terminating numbers. The charge, if any, for the recording of

usage data shall be included in the charge for the LSNE set forth in Attachment 8.

4. RECORDED USAGE DATA FORMAT

4.1. PACIFIC will provide Recorded Usage Data in the EMI format and by category, group and record type, as specified in the AT&T End User Usage Data Transfer Requirements, July, 2000 (" Data Requirements"), which is attached hereto and incorporated herein as Appendix I.

4.2. PACIFIC shall include the Working Telephone Number (WTN) of the call originator on each EMI call record.

4.3. End user usage records and station level detail records shall be in packs in accordance with EMI standards.

4.4. PACIFIC shall provide the recording point identification according to EMI call record format.

5. RECORDED USAGE DATA REPORTING REQUIREMENTS

5.1. PACIFIC shall segregate and organize the Recorded Usage Data in a format mutually agreed by the Parties.

5.2. PACIFIC shall provide segregated Recorded Usage Data to an AT&T biller locations as mutually agreed by the Parties.

5.3. Both Parties shall transmit, at no cost to the other Party, Recorded Usage Data in Telcordia EMI format, as modified by Appendix I to this Attachment, via CONNECT: Direct. If AT&T requests Recorded Usage Data in a format customized for AT&T, PACIFIC may charge AT&T on an ICB basis based upon PACIFIC's costs thereof.

5.4. AT&T will test and certify the CONNECT: Direct interface to ensure the accurate receipt of Recorded Usage Data. PACIFIC shall make industry standard changes necessary in the CONNECT: Direct interface to meet the requirements of this Attachment.

5.5. PACIFIC shall provide Recorded Usage Data to AT&T once a day Monday through Friday, excluding mutually designated holidays. PACIFIC shall provide to AT&T the Recorded Usage Data for a Resale Service within the time period specified in Section 14 of this Agreement.

5.6. Each Party will establish a single point of contact to respond to AT&T call usage, data error, and record transmission inquiries from the other Party.

6. RECORDING FAILURES

6.1. AT&T Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by PACIFIC in its performance of the recording function or due to an aberrant switch overload of limited duration and frequency, shall, upon AT&T's request, be recovered by PACIFIC at no charge to AT&T. In the event the data cannot be recovered by PACIFIC, PACIFIC shall estimate the messages and associated revenue, with assistance from AT&T, based upon the method described below. This method will be applied on a consistent basis, subject to modifications agreed to by PACIFIC and AT&T. This estimate will be used by the Parties to determine any amounts owed to AT&T. PACIFIC will provide this amount to AT&T via a check accompanied by a statement that clearly identifies the purpose of the check .

6.1.1. Partial Loss. PACIFIC shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in Section 6.1.3 following. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

6.1.2. Complete Loss. Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, loss after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

6.1.3. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, PACIFIC shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes.

6.1.4. Net Loss Calculation. The amount due to AT&T will be calculated based on the Average Revenue Per Minute (ARPM) minus the average charge per minute (ACPM) that AT&T would have paid to PACIFIC, times the estimated lost minutes. The parties shall agree upon the appropriate ARPM and ACPM to apply.

EXCEPTIONS:

6.1.4.1. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

6.1.4.2. If the loss occurs on a weekday that is a holiday (except Christmas), PACIFIC shall use volumes from the two (2) preceding Sundays.

6.1.4.3. If the loss occurs on Mother's Day, Christmas or the Monday after Thanksgiving, PACIFIC shall use volumes from that day in the preceding year.

6.2. AT&T may also request data be provided that has previously been successfully provided by PACIFIC to AT&T, provided the request includes the original data set name and is received within forty-five (45) days of original processing. PACIFIC reserves the right to bill AT&T for its direct costs of providing such data. If AT&T makes a request for recreation of data due to poor tape quality or transmission problems within forty-five (45) days of original processing, then no charge will apply. AT&T will include in such a request the original data set name.

7. CLEARINGHOUSE PROCEDURES

7.1. The Parties acknowledge that calls will be placed using the local service of one Party that will be billable to the customer for local service of another Party. In order to ensure that these calls are properly accounted for and billed to the appropriate customer, the parties have established clearinghouse procedures to accomplish these objectives in Appendix II of this Attachment.

APPENDIX I

TO

ATTACHMENT 14

CUSTOMER USAGE DATA

TRANSFER REQUIREMENTS

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SECTION I

SCOPE

1. GENERAL

This Attachment addresses the transmission by PACIFIC of AT&T usage to AT&T.

1.1. USAGE SUMMARY

Messages will be transmitted, via a direct feed, to AT&T in standard EMI format.

The following is a list of EMI records that AT&T can expect to receive from PACIFIC:

Header Record 20-21-01

Trailer Record 20-21-02

Detail Records* 01-01-01, 16, 18, 80, 81,

10-01-01, 16 (when available), 18, 19, 31, 32, 35, 37, 80, 81

11-01-01, 25

50-01-XX (PACIFIC shall provide these Detail Records to AT&T only in a transit call situation where 1) a call transits PACIFIC from a PACIFIC LSNE Customer to AT&T, where AT&T is providing facilities-based service, or where 2) interconnection traffic transits PACIFIC's network and terminates to AT&T where AT&T is providing facilities-based service, unless AT&T states in written correspondance to PACIFIC that it is able to bill the originating party accurately without such records, or 3) mutually agreed upon by the Parties.

Credit Records 03-01-XX

Rated Credits 41-01-XX

*Category 01 is usually utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 "originating records" and Category 11

"terminating records" shall be used where AT&T is a PACIFIC LSNE user, for the purpose of indicating usage information, originating and terminating numbers, and to provide via Category 10, the identification of the terminating third party carrier when the terminating number is to a PACIFIC LSNE Customer, and via Category 11, the identification of the originating third party carrier to AT&T as the terminating carrier.

PACIFIC will provide the above list of detail records as part of its resale offering. PACIFIC shall make available to AT&T additional detail records as additional products are added to PACIFIC's resale offer.

Additional detail records provided by PACIFIC to AT&T in the future, whether as part of PACIFIC's resale offering or in connection with the provision of unbundled elements, may have identification numbers different from those listed above.

In addition, PACIFIC shall provide a 10-01-18 Specialized Service record to support the Special Features Star Services (see Appendix D for specific details) if these features are part of PACIFIC's offering.

For detailed information regarding EMI, refer to the current version of the Telcordia Practice BR010-200-010 Appendix.

1.2. ATTACHMENT CONTENT

This Attachment describes baseline requirements for the transfer of PACIFIC recorded, unrated usage to AT&T. Testing requirements and the reports needed to ensure data integrity are also included. Additional requirements and implementation details may be identified for conditions unique to PACIFIC. Modifications and/or exceptions to this Attachment must be negotiated and mutually agreed upon by PACIFIC and AT&T.

SECTION II

RECORDED USAGE TO BE TRANSMITTED TO AT&T

1. GENERAL

This section addresses the types of usage to be transmitted by PACIFIC to AT&T.

1.1. USAGE TO BE TRANSFERRED TO AT&T

1.1.1. AT&T USAGE TO BE TRANSFERRED

The following messages recorded by PACIFIC are to be transmitted to AT&T. PACIFIC recorded usage is defined as:

- intraLATA - Local

- intraLATA - Toll

NOTE: Rated incollect messages should be transmitted via the direct feed and can be intermingled with the unrated messages. No special packing is needed.

PACIFIC provides a direct return feed. AT&T may return via direct return feed, once developed, any of the above mentioned messages that cannot be rated and/or billed by AT&T, for reasons specified in the returns process. Returned messages will be sent to PACIFIC in EMI format. Standard EMI return codes will be utilized.

File transfer specifications are included within Section III.

1.2. AT&T USAGE

The Recorded Usage Data in a local resale environment includes all intraLATA toll and local usage. PACIFIC will provide AT&T with unrated EMI records associated with all intraLATA toll and local usage which PACIFIC records on AT&T's behalf.

Any Category, Group and/or Record types approved in the future for PACIFIC will be included if they fall within the definition of this local resale phase. PACIFIC will give

AT&T one hundred twenty (120) days advance notification of PACIFIC's intended implementation of additional Category, Group and/or Record types.

NOTE: PACIFIC messages will be packed using the packing criteria outlined in Section VI. PACIFIC shall pack records for rated messages and non-rated messages in separate packages. Any request by AT&T for packing in a different arrangement (for example, using AT&T's RAO) shall be separately negotiated by the parties and shall be at a reasonable additional charge to AT&T.

SECTION III

PACIFIC TO AT&T USAGE FEED

1. GENERAL

This section contains the information required for PACIFIC to transmit the usage defined in Section II to AT&T. This section specifically addresses the dataset requirements and processing.

1.1. DETAILED EMI RECORD EDITS

AT&T will perform detailed record edits on the unrated and rated messages upon receipt from PACIFIC. Messages that fail these edits may be returned to PACIFIC with mutually agreed upon return codes designated..

1.2. DUPLICATE RECORD CHECKS

AT&T will perform record checks on the unrated and rated messages to validate that duplicate messages are not sent by PACIFIC to AT&T, except where valid duplicate messages are applicable, e.g., ISDN bonded. PACIFIC shall perform record checks to validate that duplicate messages are not sent to AT&T in accordance with CMDS standards.

1.3. PACIFIC TO AT&T USAGE FEED

1.3.1. USAGE DATA TRANSPORT REQUIREMENTS

PACIFIC will provide the transport facility between the PACIFIC location and the AT&T location. It is AT&T's intent that usage data be transmitted via CONNECT:Direct whenever possible. In the event usage transfer cannot be accommodated by CONNECT:Direct because of extended (one business day or longer) facility outages, or if facilities do not exist, PACIFIC will contract for a courier service to transport the data via tape.

PACIFIC will provide AT&T with contacts, Remote Identifiers (IDs), and expected usage data volumes for each sending location.

AT&T will provide contacts responsible for:

Receiving usage transmitted by PACIFIC.

Receiving usage tapes from a courier service in the event of a facility outage.

1.3.2. PHYSICAL CHARACTERISTICS

In the event the electronic system for data transmission malfunctions, by mutual agreement PACIFIC shall provide the data to AT&T on tape or cartridge by courier. Such data will have the physical characteristics indicated in Appendix A. AT&T's intent is for variable block format (2,476 bytes) with a LRECL of 2472.

1.3.3. DATA DELIVERY SCHEDULES

Data will be delivered to AT&T by PACIFIC daily (Monday through Friday) or as negotiated. AT&T and/or PACIFIC Data Center holidays are excluded. PACIFIC and AT&T will exchange schedules of designated Data Center holidays.

1.3.4. RESENDING DATA

AT&T will notify PACIFIC as promptly as possible upon discovery of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

1.3.5. PACK REJECTION

Critical edit failure on the Pack Header or Pack Trailer records will result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection will be made by AT&T within one business day of processing. Rejected packs will be retransmitted to AT&T by PACIFIC.

1.3.6. HELD PACKS AND MESSAGES

AT&T and PACIFIC will track pack number to control input based upon invoice sequencing criteria. PACIFIC will be notified of sequence failures identified by AT&T and resend procedures are to be invoked.

1.3.7. DATA CONTENT REQUIREMENTS

EMI is the format to be used for usage data provided to AT&T.

1.3.8. PACKING REQUIREMENTS

A pack shall contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. PACIFIC will provide AT&T one dataset per sending location with the agreed upon OCN populated in the Header and Trailer records.

Within the Header and Trailer records, the FROM RAO identifies the location that will be sending usage to AT&T. PACIFIC will populate the FROM RAO field with the unique numeric value identifying the location that is sending the data to AT&T. Also, Pack Header and Trailer will have the OCN appropriately populated.

The FROM RAO, OCN, and Remote Identifiers will be used by AT&T to control invoice sequencing and each will have its own invoice controls. The FROM RAO will also be used to determine where the message returns file, containing any misdirected and unguidable usage, will be sent.

AT&T has no special sort requirements for the packs sent by PACIFIC.

1.3.9. DATASET NAMING CONVENTION

AT&T may specify upon 30 day notice to PACIFIC any industry standard dataset name format for NDM files.

1.3.10. CONTROL REPORTS

AT&T accepts input data provided by PACIFIC in EMI format in accordance with the requirements and specifications detailed in this section of the Attachment. In order to ensure the overall integrity of the usage being transmitted from PACIFIC to AT&T, data transfer control reports will be required. These reports shall be provided by AT&T to PACIFIC on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by PACIFIC.

1.4. MESSAGE VALIDATION REPORTS

AT&T will provide the following three daily (or otherwise negotiated) Message Validation reports to the designated PACIFIC System Control Coordinator. These reports will be provided for all data received within PACIFIC Local Resale Feed and will be transmitted Monday through Friday whether or not there have been any files transmitted.

1.4.1. MESSAGE VALIDATION PACK REJECT REPORT (A7287)

This report provides information on packs rejected by AT&T. It lists the header and trailer record of each rejected pack and indicates the error codes and the associated error message which explains why the pack was rejected.

An example of the report and a list of Valid Error Codes and associated error messages are provided in Appendix B.

1.4.2. MESSAGE VALIDATION PACK ACCEPTED REPORT (A7288)

This report provides vital statistics and control totals by Record ID, Type of Service, Message Counts and Record Counts, for all valid, rejected and dropped messages. The information is provided in the following report formats and control levels:

1. PACIFIC Total Messages

2. PACIFIC Total Records

3. RAO Total Messages

4. RAO Total Records

5. Pack Total (Record Counts and Message Counts)

The first four report formats include percentages that indicate the relationship of the daily input volume by Record ID and Type of Record to the total input volume provided by an RAO and PACIFIC.

An example of the report is provided in Appendix C.

1.4.3. MESSAGE VALIDATION DETAIL ERROR REPORT (A7289)

An EMR detailed error report is generated for each pack/ invoice that is received and processed by AT&T. The report lists, in vertical format, the complete 175 byte EMI record that has failed to pass the initial edit criteria. It prints this detailed information only for the first five EMI records that share a common error condition. The error condition is flagged on the report by one of two possible error codes preceding the field value. The error codes are:

(C) DENOTES CRITICAL ERRORS

(I) DENOTES INFORMATION ERRORS

The last two pages of the report for a given pack/invoice provide the following control totals:

Total Errors for each Field

Total Records Received

Total Records Dropped

Total Records rejected to MIU

Pack Reject Rate

Total Default Count (represents the number of Files on all of the input records that had to be programmatically altered to meet the EMI standards and specifications.)

If the entire pack/invoice has been rejected because of a Critical Error Rate greater than 0.5%, the last page of the report will display such a statement enclosed in asterisks.

AT&T has provided PACIFIC a sample of this report.

1.4.4. CONTROL REPORTS - DISTRIBUTION

Since PACIFIC is not receiving control reports, dataset names will be established during detailed negotiations.

SECTION IV

AT&T PROCESSING REQUIREMENTS

1. GENERAL

This section contains requirements for AT&T processing of Recorded Usage Data that has been transmitted to AT&T for billing.

1.1. AT&T RATING PROCESS

1.1.1. MESSAGE RATING

AT&T will rate any individual messages (as defined in Section II), that have not already been rated by PACIFIC (information provider messages will be rated by PACIFIC), prior to transmitting the usage to a billing environment within AT&T.

1.1.2. APPLICATION OF TAXES/FEES/SURCHARGES

AT&T will apply taxes, fees and surcharges as appropriate for the individual messages and/or customer accounts. The application of all taxes, fees and surcharges will be applied on all intralata local and toll usage received from PACIFIC.

1.1.3 DUPLICATE MESSAGES

AT&T has existing duplicate checks as part of their message processing or billing functions. AT&T will perform these checks on the rated/unrated messages sent by PACIFIC duplicate message disposition procedures and reports will be identified by AT&T during negotiations.

1.1.4. RECORD EDITS

1.1.4.1. AT&T RECORD EDITS

AT&T will perform detailed record edits on the rated and unrated messages prior to transmitting them to the billing environment. Rated & unrated records that do not pass AT&T edits will be returned to PACIFIC with thirty (30) days of the file date.

1.1.4.2. PACIFIC RECORD EDITS

If PACIFIC has existing detailed record edits for rated and unrated messages, PACIFIC is to perform these edits.

Rated and unrated records that do not pass AT&T edits will be returned to PACIFIC. PACIFIC will attempt to perform error correction on all records requiring such action as agreed upon through the detailed negotiations process.

1.1.5. AT&T TO PACIFIC MESSAGE RETURNS

At the discretion of AT&T, messages that have been sent to AT&T by PACIFIC that cannot be guided to an AT&T billed account or error in processing due to an error by PACIFIC will be returned to PACIFIC with the appropriate negotiated return codes.

SECTION V

TEST PLANS AND ACTIVITIES

1. GENERAL

This section defines the PACIFIC and AT&T activities which are required prior to implementation. The tests and activities described are necessary to ensure a smooth, accurate and well-programmed conversion. Specific test dates will be identified through the negotiations process.

1.1. INTERFACE TESTING

The purpose of this test is to ensure that the usage described in Section II can be sent by PACIFIC to AT&T and can be accepted and processed by AT&T. PACIFIC will provide a test file to AT&T's designated Regional Processing Center (RPC) in the format that will be used for live day-to-day processing. The file will contain one full day's production usage. The format of the file will conform to the requirements shown in Section III. AT&T will review the file and verify that it conforms to its data center requirements. AT&T will notify PACIFIC in writing whether the format is acceptable. AT&T will also provide PACIFIC with the agreed-upon control reports as part of this test.

1.2. OPERATIONAL TEST

The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by PACIFIC and AT&T.

PACIFIC is required to provide AT&T with PACIFIC recorded, unrated intraLATA local and toll usage (as defined in Section II) for a minimum of five (5) consecutive days. AT&T will provide PACIFIC with the message validation reports associated with test usage.

AT&T will rate and process the unrated intraLATA toll and local usage. AT&T will process this data to test bills. AT&T may request that the test usage contain specific usage volumes and characteristics to ensure a complete test. Specific usage volumes and characteristics will be discussed during detailed negotiations.

1.3. TEST FILE TRANSPORT

Test data should be transported via CONNECT:Direct whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics shall be consistent with the NDM format as described in Appendix A.

SECTION VI

POST DEPLOYMENT ACTIVITIES

1. GENERAL

Requirements for ongoing maintenance of the usage feeds between AT&T and PACIFIC are described in this section. Included are minimal requirements for day to day control of the regularly scheduled transfer of PACIFIC unrated and rated usage data and procedures for introducing and verifying AT&T/PACIFIC System Changes.

1.1. CONTROL MAINTENANCE AND REVIEW

1.1.1. PERIODIC REVIEW

Control procedures for all usage transferred between PACIFIC and AT&T will require periodic review. This review may be included as part of an annual audit of PACIFIC by AT&T or as part of the normal production interface management function. Breakdowns which impact the flow of usage between PACIFIC and AT&T must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by AT&T and PACIFIC.

1.1.2. RETENTION OF RECORDS

PACIFIC shall maintain a machine readable back-up copy of the message detail provided to AT&T for a minimum of forty-five (45) calendar days. AT&T will maintain the message detail received from PACIFIC for a minimum period of forty-five (45) calendar days. Designated AT&T personnel will provide these records to PACIFIC or its authorized agents upon written request. PACIFIC will also provide any data back to AT&T upon their written request in accordance with provisions set forth in Section I, Scope, of this Appendix.

1.2. PACIFIC SOFTWARE CHANGES

When PACIFIC plans to introduce any software changes which impact the format or content structure of the usage data feed to AT&T, designated PACIFIC personnel shall notify AT&T of such changes within any time period specified by the FCC or CPUC for that purpose, and in any event will use reasonable best efforts to notify AT&T no less than one hundred twenty (120) calendar days before such changes are implemented.

PACIFIC will communicate the projected changes to the appropriate groups in AT&T so that potential impacts on AT&T processing can be determined.

AT&T personnel will review the impact of the change on the entire control structure as described in Section 1.5, Post Conversion Test Plan. AT&T will negotiate any perceived problems with PACIFIC and will arrange to have the data tested utilizing the modified software.

If it is necessary for PACIFIC to request changes in the schedule, content or format of usage data transmitted to AT&T, PACIFIC will notify AT&T.

1.3. REQUESTED CHANGES

If it is necessary for either Party to request changes in the schedule, content, or format of the usage data transmitted from PACIFIC, the requesting Party will notify the other Party and the terms and conditions of the change shall be mutually agreed upon pursuant to the process set forth in Section 1.5.2.

When the negotiated changes are to be implemented, AT&T and/or PACIFIC will arrange for testing of the modified data as described in Section 1.5, Post Conversion Test Plan.

1.4. AT&T SOFTWARE CHANGES

When AT&T plans to introduce any software changes which may impact the format or content structure of the usage data transmitted from PACIFIC, AT&T will use reasonable best efforts to notify the designated PACIFIC personnel, no less than one hundred twenty (120) calendar days before such changes are implemented.

The AT&T contact will communicate the projected changes to the appropriate groups in PACIFIC so that potential impacts on PACIFIC processing can be determined.

AT&T will negotiate any perceived problems with PACIFIC and will arrange to have the data tested utilizing the modified software.

Altering the one hundred twenty (120) day window for introducing software changes can be negotiated by both companies, dependent upon the scope and impact of the change.

1.5. POST-CONVERSION TEST PLAN

The test plan described below is designed to encompass all types of changes to the usage data transferred by PACIFIC to AT&T and the methods of transmission for that data.

1.5.1. Pacific System Change Description

For a PACIFIC system change that would be reasonably likely to impact AT&T, PACIFIC shall provide AT&T with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

During the initial negotiations regarding the change, PACIFIC shall provide a list of the specific records and/or systems impacted by the change to designated AT&T personnel.

Finally, PACIFIC shall also provide AT&T a detailed description of the changes to be implemented. It shall include sufficient detail for designated AT&T personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

1.5.2. Change Negotiations

PACIFIC will notify AT&T in writing of all proposed change negotiations initiated by PACIFIC. In turn, AT&T will notify PACIFIC in writing of proposed change negotiations initiated by AT&T.

After formal notification of planned changes, whether originated by PACIFIC or AT&T, negotiation meetings shall be scheduled between designated AT&T and PACIFIC personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

In subsequent meetings, the Parties shall jointly develop a detailed description of changes to be implemented and a detailed test procedure.

1.5.3. Control Change Analysis

Based on the detailed description of the changes and review thereof by the parties in negotiation meetings, designated AT&T personnel will:

1.5.3.1. Determine the impact of the changes on the overall structure.

1.5.3.2. Determine whether any single change has a potential control impact (i.e., High error rate on individual records that might result in pack rejection).

1.5.3.3. Determine whether any controls might be adversely affected.

1.5.3.4. Arrange for appropriate control structure changes to meet any of the above conditions.

1.5.4. Verification of Changes

Based on the detailed description of changes and review thereof in negotiation meetings, designated AT&T personnel will:

1.5.4.1. Determine the type of change(s) to be implemented.

1.5.4.2. Develop a comprehensive test plan.

1.5.4.3. Negotiate scheduling and transfer of modified data with PACIFIC.

1.5.4.4. Negotiate testing of modified data with the appropriate AT&T Regional Processing Center (“RPC”).

1.5.4.5. Negotiate processing of verified data through the AT&T billing system with the RPC.

1.5.4.6. Arrange for review and verification of testing with appropriate AT&T groups.

1.5.4.7. Arrange for review of modified controls, if applicable.

1.5.5. Introduction of Changes

When all the testing requirements have been met and the results reviewed and accepted, designated AT&T personnel will:

1.5.5.1. Negotiate an implementation schedule.

1.5.5.2. Verify the existence of a contingency plan with the appropriate AT&T RPC.

1.5.5.3. Arrange for the follow-up review of changes with appropriate AT&T personnel.

1.5.5.4. Arrange for appropriate changes in control program, if applicable.

1.5.5.5. Arrange for long-term functional review of impact of changes on the AT&T billing system, i.e., accuracy, timeliness, and completeness.

SECTION VII

APPENDICES TO APPENDIX I

SUMMARY OF APPENDICES

APPENDIX A

PHYSICAL CHARACTERISTICS OF DATA TAPES/CARTRIDGES

APPENDIX B

MESSAGE VALIDATION PACK REJECT REPORT (A7287)

APPENDIX C

MESSAGE VALIDATION PACK ACCEPTED REPORT (A7288)

APPENDIX D

SPECIAL FEATURES STAR SERVICES

APPENDIX A

PHYSICAL CHARACTERISTICS OF DATA TAPES/CARTRIDGES

Data transported to AT&T by PACIFIC, or to PACIFIC by AT&T, on tape or cartridge via a courier will have the following physical characteristics:

Tape:	9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge:	38,000 BPI (Bytes per inch)
LRECL:	2,472 bytes
Parity:	Odd
Character Set:	Extended Binary Coded Decimal Interchange Code (EBCDIC)
External labels:	Exchange Carrier name, Dataset Name (DSN) and volume serial number
Internal labels:	IBM Industry OS labels will be used. They consist of a single volume label and two sets of header and trailer labels. One file per sending 104 bytes EMI compacted format plus modules location with variable length records as applicable.

APPENDIX B

MESSAGE VALIDATION PACK REJECT REPORT (A7287)

MM/DD/YY
HH:MM:SS

RETEN CODE: 01R-00300

- - - -

999999 99-99-99 99 99 999 999 9999
99,999

ERRORS ERROR CODE ERROR MESSAGE

EC99.9
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

APPENDIX B (CONT'D)

MESSAGE VALIDATION PACK REJECT REPORT (A7287)

ERROR CODE	ERROR MESSAGES
EC01.2	First record after trailer is not a Pack Header.
EC03.2	From RAO is not numeric.
EC04.3	Invoice number on header invalid.
EC04.5	Company ID not numeric.
EC04.6	Independent company ID is not numeric.
EC04.7	Header Record ID is invalid.
EC04.8	Trailer Record ID is invalid.
EC04.9	Trailer Record count invalid.
EC05.0	Duplicate pack.
EC05.1	Old Pack.
EC05.2	RAO not found on table.

EC07.3	Error rate greater than invoice file threshold for RAO invoice number.
EC12.0	Remote ID in Dataset is not valid.
EC20.0	No detail records in pack.
EC13.0	Invalid status on Pack Header.
EC27.0	Pack exceeds limit of 9,999 detail records.
EC40.9	Pack Header record is missing.
EC41.0	Trailer record is missing.
EC42.0	Trailer message volume is not equal to accumulated message volume.
EC44.0	Header/Trailer date is invalid.
EC45.0	From RAO on Trailer Record is not equal to the from RAO on Header Record.
EC48.0	Invoice number on Trailer Record is not equal to the invoice number on the Header Record.

APPENDIX C

MESSAGE VALIDATION PACK ACCEPTED REPORT (A7288)

MM/DD/YY-------HH:MM:SS

RETEN CODE: 01R-00300

COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX FROM RAO INVOICE NO. DATE CREATED
TOTAL RECORDS RECEIVED

----------999----------99----------MM/DD/YY----------
-------ZZ.ZZ9

----------RECORD COUNTS-------
----------MESSAGE COUNTS ----------

RECORD ID TYPE OF RECORDVALID------REJECTED----DROPPED-----TOTAL--------VALID-----REJECTED--
--DROPPED---TOTAL

010102 OUTWATS (NON-SMDR)ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

010103 OUTWATS (SMDR)ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

010104 800 SERVICEZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

TOTAL WATS/800

010101 MTS ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9
ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

010106 NON-DIAL CONFER BRIDGEZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

010107 NON-DIAL CONFER LEG RECORDZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

010108 DIAL CONFERENCE BRIDGEZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

010111 ALLIANCE (AGTC)ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

010116 DIAL-IT SERVICEZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

010132 DIRECTORY ASSISTANCEZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

010180 MARINE/AIRCRAFTZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

010181 RADIO LINKZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

010182 MARINE NON-DIAL CONFER BRIDGEZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

010183 MARINE NON-DIAL CONFER LEG REC.ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

0101XX OTHER MTS RECORDSZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

TOTAL NORTH AMERICAN MTS

010201 IOTC/IDDD MTSZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

0102XX IOTC/IDDD OTHERSZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

010301 IOTC BFC MTSZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

0103XX IOTC BFC OTHERSZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

010401 IOC MTS ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9
ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

0104XX IOC OTHERSZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

010501 IOC MTS ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9
ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

0105XX IOC OTHERSZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

TOTAL OVERSEAS MTS

015002 OUTWATS LINE SUMMARYZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

015004 800 LINE SUMMARYZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

015032 DIR. ASSISTANCE LINE SUMMARYZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

TOTAL OVERSEAS MTS

03XXXX CREDIT REQUESTSZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

51/52	CANCEL REQUESTS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9
	ZZ.ZZZ9	ZZ.ZZZ9					
71/72	CORRECTION REQUESTS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	
	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9				
INVALID RECORD IDENTIFICATION		ZZ.ZZ9				ZZ.ZZZ9	ZZ.ZZZ9
	ZZ.ZZZ9						
PACK TOTALS		ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9

APPENDIX D

SPECIAL FEATURES STAR SERVICES

PACIFIC offers the following CLASS subscription or “pay per use” (STAR) Services in connection with Resale Service and LSNE. When identified, additional services can be negotiated to be included in this offer.

1) Auto Recall/Call Return..... This feature allows a customer to redial a number when a Busy signal is encountered.

2) Auto Callback/Repeat Dialing..... This feature allows a customer to automatically return the most recent incoming call, even if it is not answered.

The following CLASS subscription service is available in connection with Resale Service and LSNE. AT&T requires a usage record in order to provide call trace information to law enforcement authorities.

1) Call Trace ..... This feature allows the tracing of nuisance calls.

The following CLASS services are only available through monthly subscription and are available in connection with Resale Service and LSNE only on a monthly subscription basis.

1) 3-Way Calling..... This feature allows for three (3) Parties to communicate on one line.

2) Automatic Redial.....This feature allows a customer to automatically redial the last number dialed.

Appendix II
DATA EXCHANGE AGREEMENT FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE BETWEEN PACIFIC BELL AND AT&T COMMUNICATION OF CALIFORNIA, INC.

This Agreement for the Settlement of Rated Messages between Pacific Bell ("Pacific"), a California corporation, and AT&T Communications of California, Inc. ("Customer"), a California corporation (collectively "the Parties"), is entered into this 16th day of December, 1996.

WHEREAS, Customer is a reseller of Pacific's tariffed local access services; and

WHEREAS, Customer has requested another Bellcore Client Company to act as its Centralized Message Distribution Service ("CMDS") host for the distribution and/or settlement of intraLATA messages between Customer and other providers of local exchange service; and

WHEREAS, Customer's CMDS host will not, as a part of its hosting agreement with Customer, settle with other providers of local exchange service for third number billed calls transported by another provider of local exchange service if the billing number belongs to a Customer Subscriber and the billing number is in a different Bellcore Client Company territory from the originating and terminating telephone numbers ("Customer CATS Messages"); and

WHEREAS, Customer's CMDS host will not, as a part of its hosting agreement with Customer, settle with other providers of local exchange service for collect calls

transported by another provider of local exchange service but which are billed to a Customer Subscriber or for third number billed messages for which the billing number is in the same Bellcore Client Company territory as the originating and terminating telephone numbers (“Customer Non-CATS Messages”); and

WHEREAS, Customer’s CMDS host will not, as a part of its hosting agreement with Customer, settle with other providers of local exchange service for (i) collect calls transported by Customer but which are billed to a Pacific subscriber or billed to a subscriber of a provider of local exchange service for whom Pacific is the CMDS Host (“Pacific Subscriber”) or (ii) for calling card calls or third number billed messages for which the billing number is in the same Bellcore Client Company territory as the originating and terminating telephone numbers (“Pacific Non-CATS Messages”); and

WHEREAS, the Parties desire to settle all Customer CATS Messages, Customer Non-CATS Messages, and Pacific Non-CATS Messages, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

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

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

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

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

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

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

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

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

Local Access and Transport Area ("LATA") are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.

Local Exchange Carrier ("LEC") means a carrier authorized to provide local, exchange access and intraLATA toll services.

Pacific Calling Card Messages means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Pacific or a LEC for whom Pacific is the CMDS Host, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

Pacific Collect Messages means messages where the charges are billed to the called end user who is a Pacific Subscriber and where the Transporting LEC is Customer.

Pacific Non-CATS Messages means Pacific Collect Messages, Pacific Calling Card Messages and/or Pacific Third Number Billed Messages as those terms are defined herein.

Pacific Subscriber means an end user who has authorized Pacific or a LEC for whom Pacific is the CMDS Host to provide the end user with local exchange service or who has billed an intraLATA call to a telecommunications calling card issued by Pacific or by a LEC for whom Pacific is the CMDS Host.

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

Transporting LEC means the LEC authorized by the end user originating the call to provide the end user with local exchange service.

2. SCOPE OF AGREEMENT

A. This Agreement specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer CATS and Non-CATS Messages billed to a Customer Subscriber where Pacific or any other LEC is the Transporting LEC and (ii) the settlement of Pacific Non-CATS Messages billed to a Pacific Subscriber where Customer is the Transporting LEC.

B. This Agreement includes the following Exhibits which are incorporated herein by this reference:

1. Exhibit A - Rate Schedule
2. Exhibit B - Non-CMDS Outcollects Report
3. Exhibit C - Non-CATS CLC Settlement Report
4. Exhibit D - Reciprocal Non-Disclosure Agreement

C. Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Agreement.

D. The Parties shall file this Agreement by Advice Letter with the California Public Utilities Commission ("CPUC") within 14 days of executing this Agreement. The Parties acknowledge that this Agreement is subject to changes or modifications directed by the CPUC or any other duly constituted governmental authority with appropriate jurisdiction. The Parties shall comply with any legal and all regulatory requirements necessary to effectuate this Agreement, including, but not limited to, any additional tariff filings.

3. DESCRIPTION OF SERVICES

A. Pacific may receive rated Customer CATS Messages and Non-CATS Messages through CMDS, from one of the LECs for which Pacific is the CMDS Host, or from Pacific for messages originating within Pacific's network. Pacific shall forward rated Customer CATS Messages and Non-CATS Messages to Customer via a daily feed of unrated call detail records agreed upon by the Parties. Pacific shall forward Unbillable Messages and Uncollectible Messages as defined in Subsection 4(D) below, via a daily feed of unrated call detail records agreed upon by the Parties. All message detail shall be in EMR industry standard format agreed upon by the Parties and shall be exchanged at agreed upon intervals. Pacific shall also provide revenue settlement for all such messages; provided, however, that revenue settlement for Customer Non-CATS Messages shall only be provided by Pacific with those LECs that Pacific has executed an agreement covering the settlement of Non-CATS Messages. Pacific shall provide Customer with a list of all such LECs upon request.

B. This Agreement covers, to the extent set forth below, the billing of 900/976 calls transported by Pacific pursuant to Schedule Cal.P.U.C. Nos. A.9.5.3 and A.9.5.2 ("California 900/976 Messages") that originate from a Customer Subscriber's telephone number:

1. Customer shall make available to Pacific, under terms and conditions set forth in a tariff filed with the CPUC, the billing name and address (BNA) of Customer Subscriber's originating California 900/976 Messages.

2. Customer does not currently possess the capability to bill intraLATA or interLATA 900/976 messages on the bill Customer uses to bill its Subscribers for local service. In the event Customer obtains this capability

and begins billing intraLATA or interLATA 900/976 messages on the bill Customer uses to bill its Subscribers for local service, Customer shall offer under equivalent terms and conditions the same billing capability to Pacific for California 900/976 Messages.

3. In the event Customer's BNA tariff is not approved by the CPUC within 7 days of Customer commencing to resell Pacific's tariffed local access services in California, Pacific shall block access of Customer subscribers to all 900/976 numbers including California 900/976 numbers. Thereafter, if Customer's BNA tariff is approved by the CPUC, Pacific shall unblock access of Customer Subscribers to all 900/976 numbers.

C. Customer shall forward Pacific Non-CATS Messages to Pacific through CMDS. Customer shall forward Rejected Messages, Unbillable Messages and Uncollectible Messages as defined in Subsection 4(B) below, to Pacific through CMDS.

D. Pacific and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Agreement. Pacific and Customer warrant that the billing and collection for messages distributed under this Agreement shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. Pacific and Customer further agree that the billing and collection process for messages distributed under this Agreement shall comply with all relevant legal, regulatory and legislative authorities.

E. To the extent contemplated by this Agreement, Pacific shall compensate the Transporting LECs for messages originating outside of Customer's network.

F. Requests by Customer for changes to existing services and/or the provision of new services shall be handled on an individual case basis.

4. SETTLEMENT ARRANGEMENT

A. For Customer CATS Messages and Non-CATS Messages billed to Customer Subscribers that Pacific forwards to Customer as set forth in Subsection 3(A) above, Pacific shall calculate the amount due based on the following formula:

Rated Value of Customer CATS and Non-CATS Messages
- Rejected/Unbillable/Uncollectible Messages
- Customer Billing Charge
+ Pacific Settlement Charge

= Amount Due Pacific

B. As used in Subsection 4(A) above the following terms are defined as set forth below:

1. Rated Value of Customer CATS and Non-CATS Messages means the total computed charges for Customer CATS and Non-CATS Messages based on the Transporting LECs schedule of rates. Settlement of Non-CATS Messages is contingent on the conditions set forth in Subsection 3(A) above being satisfied.

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

3. Unbillable Messages means the rated value of Customer Non-CATS Messages that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer, that are returned to Pacific through CMDS.

4. Uncollectible Messages means the rated value of Customer Non-CATS Messages billed by Customer to subscribers that are unpaid, have been debited to final write-off by Customer and have been returned to Pacific through CMDS.

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

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

C. For Pacific Non-CATS messages billed to Pacific Subscribers that Customer's CMDS Host forwards to CMDS for distribution to Pacific, Pacific shall calculate the amount due based on the following formula:

Rated Value of Pacific Non-CATS Messages
- Unbillable/Uncollectible Messages
- Pacific Billing Charge
- Pacific Settlement Charge

= Amount Due Customer

D. As used in Subsection 4(C) above the following terms are defined as set forth below:

1. Rated Value of Pacific Non-CATS Messages means the total computed charges for Pacific Non-CATS Messages based on Customer's schedule of rates.

2. Unbillable Messages means the rated value of Pacific Non-CATS Messages that were not billable to a Pacific Subscriber because of missing information in the billing record or other billing error, not the result of an error by Pacific, that are returned by Pacific to Customer via CMDS.

3. Uncollectible Messages means the rated value of Pacific Non-CATS Messages billed by Pacific to subscribers that are unpaid, have been debited to final write-off by Pacific and have been returned by Pacific to Customer via the daily feed described in Subsection 3(A) above.

4. Pacific Billing Charge means the Pacific per message billing rate, as set forth in Exhibit A, times the number of Pacific Non-CATS Messages received by Pacific through CMDS.

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

E. Within 22 business days following the end of each calendar month, Pacific shall provide Customer with the following documents:

1. Non-CMDS Outcollects Report in the form of Exhibit B, as modified by Pacific over time, that calculates the Amount Due Pacific as set forth in Subsection 4(A).

2. Non-CATS CLC Settlement Report in the form of Exhibit C, as modified by Pacific over time, that calculates the Amount Due Customer as set forth in Subsection 4(C).

3. An invoice setting forth the Amount Due either Pacific or Customer based on netting the Amount Due Pacific and Amount Due Customer (the "Invoice").

F. The Party owing the Net Amount Due as set forth in the Non-CATS CLC Settlement Summary Report shall have 22 days from receipt of the Non-CATS Settlement Report to pay the Net Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.

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

2. Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due Pacific received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.

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

G. That portion of the Amount Due Pacific and Amount Due Customer, calculated as set forth in Subsection 3(A) and 3(C), attributable to LECs for which Pacific is the CMDS Host shall be settled between Pacific and the LECs as set forth in the agreement under which Pacific provides the CMDS Hosting Service to the LEC. Pacific shall provide Customer with an updated list in writing of all LECs for which Pacific is the CMDS Host.

5. TERM

This Agreement shall become effective upon approval by the CPUC and shall remain in full force and effect until terminated as provided for in this Agreement.

6. AMENDMENTS: WAIVERS

This Agreement may be modified or additional provisions may be added by written agreement signed by or on behalf of both Parties. 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 shall be in writing and signed by or on behalf of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

7. ASSIGNMENTS

This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, except that without such consent this Agreement may be assigned to the successor of either Party, to an affiliate of such Party or to a person, firm or corporation acquiring all or a controlling interest in the business assets of such Party, provided that such assignment without consent shall not relieve the assigning Party of its obligations and shall only be effective if the assignee agrees in writing to assume all the assignor's obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

8. COMPLIANCE WITH LAWS

All terms, conditions and operations under this Agreement shall be performed in accordance with, and are subject to, all applicable state and federal, legal and regulatory requirements of all duly constituted authorities.

9. GOVERNING LAW

This Agreement shall be governed by the local law of the State of California.

10. LIMITATION OF LIABILITY

A. Each Party's liability to the other (as distinct from a Party's obligation to pay for services settled under this Agreement) for any loss, cost, claim, injury, liability or expense in connection with the activities set forth in this Agreement shall be limited to the amount of direct damages actually incurred. Neither party shall be liable to the other for any indirect, incidental, special, reliance or consequential damages of any kind, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind.

11. INDEMNIFICATION

A. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage or expense, including reasonable attorneys' fees, to third parties, relating to or arising out of negligence or willful misconduct by the Indemnifying Party, its employees, agents or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

B. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any written claims, lawsuits or demand by third parties for which the Indemnified Party

alleges that the Indemnifying Party is or may be responsible under this Paragraph and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also shall cooperate in every reasonable manner within the defense or settlement of such claim, demand or lawsuit.

C. The Indemnifying Party shall not be liable under this Paragraph for settlements or compromises by the Indemnified Party of any claim, demand or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to undertake the defense.

12. FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, or other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

13. TERMINATION

A. Either Party may terminate this Agreement on 30 days written notice to the other Party if any regulatory, judicial or legislative action does not allow for continuation of the settlement process as contemplated herein; provided, however, that if in the reasonable opinion of either Party's legal counsel the regulatory, judicial or legislative action conflicts with the settlement process provided under this

Agreement, that Party may terminate this Agreement upon the effective date of the regulatory, judicial or legislative action. The terminating Party shall provide written notice of its intention to terminate.

B. In the event of breach of any material provision of this Agreement by either Party, including but not limited to the nonpayments of amounts due, and the breaching Party fails to cure such breach to the non-breaching Party's satisfaction within 30 days of receiving notice of the breach, the non-breaching Party may, at its sole discretion, terminate this Agreement and be entitled to pursue all available legal and equitable remedies for such breach.

C. Either Party may, upon 90 days written notice to the other Party, terminate this Agreement for any reason.

14. CONFIDENTIALITY AND PUBLICITY

A. The Parties acknowledge that this Agreement contains commercially confidential information that may be considered proprietary by either or both Parties, and agree to limit the distribution of this Agreement to those individuals in their respective organizations with a need to know the contents of the Agreement. The Parties further agree that all confidential or proprietary information disclosed by either Party during the negotiation and term of this Agreement shall be protected by the Parties in accordance with the terms of Exhibit D - Reciprocal Non-Disclosure Agreement.

B. Except as otherwise provided in this Agreement, neither Party shall publish or use the other Party's name, language, pictures or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion or any publicity matter relating directly or indirectly to this Agreement without the express written permission of the other Party.

15. AUDITS AND EXAMINATIONS

A. As used herein “Audit” shall mean a comprehensive review of services performed under this Agreement; “Examination” shall mean an inquiry into a specific element or process of services performed under this Agreement. Upon 60 days written notice by the Requesting Party to the Non-Requesting Party, the Requesting Party shall have the right to audit and examine, during normal business hours and at reasonable intervals to be mutually determined, the Non-Requesting Party’s records, books and documents, as may reasonably contain information relevant to the operation of this Agreement; provided, however, neither Party may perform more than one Audit and/or more than one Examination of the other Party under this Agreement in any 12-month period. Within the above-described 60-day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed.

B. Each Party shall bear its own expenses occasioned by the Audit or Examination, provided that the expense of any special data extraction shall be borne by the Requesting Party. Within the above-described 60-day period, the Parties may also agree that, in lieu of an Audit or Examination by the Requesting Party, the Non-Requesting Party shall conduct an internal review and provide the Requesting Party with the results of that review; as a further alternative, the Requesting Party may request that an Audit or Examination be conducted by an outside auditor. In the event of such outside Audit or Examination, the Requesting Party shall pay the fee of the outside auditor. In the event that the Non-Requesting Party requests that the Audit or Examination be performed by an outside auditor, the Requesting Party shall select and instruct such outside auditor in accordance with the above agreed-to procedures, and the costs shall be shared equally by the Parties.

C. Where the Parties agree that an Audit or Examination discloses error(s), the Non-Requesting Party shall, in a timely manner, undertake corrective action for such errors(s). All information received or reviewed by the Requesting Party or its authorized representative in connection with the Audit or Examination is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the Audit or Examination or the resolution of its findings (which may include any dispute resolution proceedings, including but not limited to mediation or judicial proceedings), nor is said information to be used for any other purposes. All information received or reviewed by the Requesting Party or its authorized representative in connection with any Audit or Examination that the requesting Party desires to distribute, provide or disclose in any dispute resolution proceeding shall be subject to protective arrangements as reasonably agreed to by the Parties. The Non-Requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or Examination or the resolution of its findings as described above to execute a non-disclosure agreement satisfactory to the Non-Requesting Party.

16. DISPUTE RESOLUTION

A. In the event of any disputes between Pacific and Customer with respect to the terms and conditions of this Agreement, or any subject matter referred to in or governed by this Agreement, such disputes shall be settled as follows, except for disputes in which a Party seeks injunctive relief or must file suit in order to avoid expiration of the applicable statute of limitations.

B. Escalation Procedures - All disputes between the Parties shall be escalated through normal business procedures to a Intercompany Review Board consisting of one representative from each company at the vice-presidential level (or at such lower level as each Party's vice-president may delegate). Each Party has the right to request and, upon agreement of the other Party, to review any materials it deems pertinent to the dispute. The Intercompany Review Board shall consider any material submitted to it by either Party. Not to exceed 60 days from the date the dispute arises, each Party shall state in writing when it has received all materials it desires to review, and 30 days thereafter the Intercompany Review Board shall state in writing to the Parties the extent to which it has resolved the dispute. Both Parties agree to negotiate resolution of such problems in good faith.

17. SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive.

18. NOTICES

A. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, return receipt requested and addressed as follows:

Customer: Billing Contracts
Industry Management Vice President
290 Davidson Ave.
Somerset, New Jersey 08873

Pacific: Carol Spain, Director
Wholesale Product Manager
370 Third Street, Room 311
San Francisco, CA 94107

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

19. ENTIRE AGREEMENT

This Agreement, including all Exhibits and subordinate documents attached to or incorporated herein by reference, together constitute the entire Agreement between the Parties, and supersede all prior oral or written agreements, representations, statements, negotiations, understanding, proposals, and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first written above.

PACIFIC BELL

By /s/ Ann S. Fasting

Title Executive Director-Billing Solutions

Date Signed 12/16/96

AT&T COMMUNICATIONS OF CALIFORNIA, INC.

By /s/ Gary A. Rall

Title District Manager

Date Signed 12/3/96

Exhibit A

RATE SCHEDULE

Customer Billing Charge	$.05 per message
Pacific Billing Charge	$.05 per message
Pacific Settlement Charge	$.016 per message

Billed By Company (e.g. XYZ) **NON-CMDS OUTCOLLECTS** **(LC46 Report)**

OCN:---------- **Effective 3/1**

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

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

a/o 2/5/96 at 4:57 PM version 1.0

NON-CATS CLC SETTLEMENT SUMMARY REPORT

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

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

Exhibit D
RECIPROCAL NON-DISCLOSURE AGREEMENT

1. GENERAL

It is recognized by the Parties, that during the negotiation and term of this Agreement, Pacific and Customer will exchange information from time to time which is confidential to Customer or Pacific.

2. IDENTIFICATION OF CONFIDENTIAL INFORMATION COVERED BY THIS EXHIBIT

The types or categories of information intended to be covered by and protected under these paragraphs shall only include information specifically designated and stamped "Proprietary" or "Confidential" and provided by one Party to the other Party (hereinafter, "Confidential Information").

3. HANDLING OF CONFIDENTIAL INFORMATION

Except for information not subject to the terms and conditions herein because of its prior disclosure or permitted or consented disclosure as described below, Confidential Information of one Party ("Disclosing Party") that is possessed by the other Party ("Receiving Party"), shall be treated in accordance with the following terms and conditions.

a. The Receiving Party shall put in place and strictly enforce (using all of its prerogatives, including dismissal of contractors) procedures to ensure that its employees, contractors or agents are aware of and fulfill the obligations under this Exhibit D to hold the Disclosing Party's Confidential Information in confidence.

b. Confidential Information described above shall, consistent with the terms herein, be held in confidence by the Receiving Party and its employees, contractors or agents, shall be treated with the same degree of care as the Receiving Party would treat its own Confidential Information and, consistent therewith, shall not be disclosed to third persons but may be disclosed to agents who have a need for it; shall be used only for the purposes stated herein; and may be used or disclosed for other purposes only upon such terms and conditions as may be mutually agreed upon by the Parties in writing.

c. Each Party agrees to give notice to the other Party of any demand to disclose or provide Confidential Information of said other Party to any Third Party, under lawful process, prior to disclosing or furnishing such Confidential Information, and the Receiving Party agrees to reasonably cooperate if the Disclosing Party deems it necessary to seek protective arrangements.

4. INFORMATION NOT SUBJECT TO HANDLING RESTRICTIONS

Notwithstanding any other provision of this Agreement to the contrary, Confidential Information shall not be deemed confidential or proprietary and the Receiving Party shall have no obligation to prevent disclosure of such Confidential Information if such Confidential Information:

a. Is already known to the Receiving Party;

b. Is or becomes publicly known, through publication, inspection of the product, or otherwise and through no wrongful act of Receiving Party;

c. Is received from a Third Party without similar restriction and without breach of this Exhibit;

d. Is independently developed, produced, or generated by Receiving Party;

e. Is furnished to a Third Party by the Disclosing Party without a similar restriction on the Third Party's rights; or

f. Is approved for release by written authorization of the Disclosing Party.

5. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon request, the Receiving Party will return all Confidential Information to the Disclosing Party or destroy all such Confidential Information.

6. OBLIGATIONS TO MAINTAIN CONFIDENTIALITY - DURATION

The obligations to maintain confidentiality of received Confidential Information set forth in Paragraph 3 shall survive expiration of the Agreement of which this Exhibit is a part by a further term of three years.

ATTACHMENT 15

LOCAL NUMBER PORTABILITY AND NUMBER ASSIGNMENT

08/14/2000

LOCAL NUMBER PORTABILITY AND NUMBER ASSIGNMENT

1. PROVISION OF LOCAL NUMBER PORTABILITY

   1.1. PACIFIC and AT&T shall provide number portability in accordance with requirements of the Telecommunications Act of 1996.

   1.2. PACIFIC and AT&T shall work to implement the LRN-PNP solution in accordance with relevant FCC rulings and the North American Numbering Council (NANC) guidelines, including those specified in Section 2 of this Attachment, and any published guidelines of the SW-WC Operations Team. The FCC and NANC guidelines shall prevail in the event of any conflict with the guidelines of the SW-WC.

2. REQUIREMENTS FOR LRN-PNP

   2.1. The Parties shall adhere to industry standards for LRN-PNP including, but not limited to, the following publications and FCC Orders:

   2.2. ATIS, TRQ No. 1, *Technical Requirements for Number Portability - Operator Services Switching Systems*, April 1999;

   2.3. ATIS, TRQ No. 2, *Technical Requirements for Number Portability - Switching Systems*, April, 1999;

   2.4. ATIS, TRQ No. 3, *Technical Requirements for Number Portability - Database and Global Title Translation*, April 1999;

   2.5. FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Adopted: June 27, 1996; Released: July 2, 1996;

   2.6. FCC First Memorandum Opinion And Order On Reconsideration; FCC 97-74, CC Docket No. 95-116, RM-8535; Adopted: March 6, 1997; Released: March 11, 1997;

   2.7. NANC Report from the LNP Administration Selection Working Group, April 25, 1997; and

   2.8. FCC Second Report and Order, FCC 97-298, CC Docket No. 95-116, RM 8535, Adopted August 14, 1997, Released August 18, 1997.

3. LOCATION ROUTING NUMBER - PERMANENT NUMBER PORTABILITY ALTERNATIVES

3.1. At either Party's option, an entire NXX may be moved to the other Party's switch. This is accomplished by LERG reassignment rather than LRN-PNP.

3.2. When requested by AT&T, PACIFIC agrees to port to AT&T unassigned numbers in Pacific's inventory when those numbers are reserved in accordance with FCC-approved guidelines.

3.3. Both Parties shall offer number portability for any portion of an existing DID block without requiring porting of the entire block of DID numbers.

3.4. PACIFIC and AT&T shall permit End Users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the Parties agree that nothing herein shall be deemed a waiver or estoppel of AT&T's positions that: (1) PACIFIC should permit End Users who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that PACIFIC should offer End Users who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall AT&T be prejudiced in any present or future proceedings from asserting said positions.

4. LRN-PNP "N-1" QUERY METHODOLOGY

4.1. For inter-LATA or intra-LATA toll calls, the toll carrier is the "N-1" carrier. The originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

4.2. For a local call to a ported number, the originating carrier is the "N-1" carrier. PACIFIC will set in each LNP-capable switch the appropriate LRN triggers to query calls to numbers in those NXXs shown in the LERG as being portable. AT&T will set, or cause to be set, in each LNP-capable switch the appropriate LRN triggers to query calls to numbers in NXXs with at least one ported number.

4.3. A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. Parties are not obligated to perform the LNP-PNP query prior to the first port in an NXX.

4.4. On calls originating from a Party's network, the Party will populate the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

5. NUMBER PORTABILITY ADMINISTRATION CENTER (NPAC) SERVICE MANAGEMENT SYSTEM (SMS) ADMINISTRATION

5.1. PACIFIC and AT&T shall cooperate to facilitate the administration of the NPAC SMS through the process prescribed in the documents referenced in Section 2 of this Attachment.

6. ORDERING

6.1. Porting of numbers with PNP will be initiated via Local Service Requests (LSRs) in accordance with the ordering/provisioning requirements, including the requirements relating to coordinated hot cuts, set forth in Attachment 9 and will be subject to the provisions of Section 14 of this Agreement relating to performance measures and incentives.

7. CUT-OVER PROCESS

7.1. PACIFIC and AT&T shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. Both Parties shall use their best efforts to update their respective LNP databases from the NPAC SMS data within 15 minutes, or within any other time period established by industry standards, of receipt of a download from the NPAC SMS.

7.2. At the time of porting a number via LRN from PACIFIC, PACIFIC shall insure that the PACIFIC line record for that End User is deleted from the LIDB.

7.3. PACIFIC will perform acceptance testing for LNP-PNP for those services specified in Attachment 9. Both Parties shall perform intracompany testing prior to scheduling intercompany acceptance testing.

7.4. If the unconditional LRN trigger is set, PACIFIC shall remove the line translations for the ported number from the end office at the same time that the unconditional LRN trigger is removed.

7.5. On coordinated hot cuts where the unconditional LRN trigger is not set, neither Party shall remove the ported number from the end office from which a number is being ported prior to instructions to do so from the porting Party. The ported-to Party will use reasonable best efforts to remove the line translations for the ported number within 30 minutes after receipt of such instructions. The Parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. While using reasonable best efforts to

remove the line translations for the ported number from the end office within 30 minutes, the Parties recognize there will be instances where the interval may be longer. The Parties agree that in no event shall the interval be longer than 59 minutes. The interval for removing the line translations for the ported number from the end office shall commence upon the Frame Due Time (FDT) shown on the porting party's LSR, or as otherwise negotiated by the Parties on a project basis, unless the unconditional LRN trigger is set.

7.6. The Party from whom a number is ported will set the unconditional LRN trigger, where technically feasible, at the other Party's request.

8. DIRECTORY LISTINGS

8.1. 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 telephone 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 data base through the electronic order interfaces described in Attachment 9.

9. EXCLUDED NUMBERS

9.1. Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, others as excluded by FCC rulings issued from time to time and either Party's internal communication NXXs as shown in the LERG as not portable) under this Agreement unless subsequently ordered by regulatory authorities.

10. MASS CALLING

10.1. Both PACIFIC and AT&T are required to offer number portability of telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the LNPA Working Group High Volume Call-In Report to the NANC of February 18, 1998, until such time as that Report may be modified by the NANC or FCC.

11. OPERATOR SERVICES

11.1 If Integrated Services User Part (ISUP) signaling is used, both Parties shall provide, if technically feasible, the JIPin the SS7 Initial Address Message (IAM). (See ATIS, TRQ No. 1, Technical Requirements for Number Portability - Operator Services Switching Systems, April 1999). The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

12. SS7 TCAP MESSAGES

12.1 The Parties shall exchange with each other SS7 TCAP messages as may be required for the implementation of Custom Local Area Signaling Services (CLASS) features residing in each Party's network. Call routing of these SS7 TCAP messages shall be restricted to providing CLASS features for intraLATA calls only. Should call routing of SS7 TCAP messages for interLATA calls be technically feasible and deployed in PACIFIC's network, it will be made available to AT&T.

13. PRICING

13.1 PACIFIC shall bill the amount set forth in PACIFIC Access Services Tariff #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.

14. ASSIGNMENT OF NXX CODES AND TELEPHONE NUMBERS

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

14.2 AT&T shall comply with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable AT&T and Pacific to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other

than NXX codes. If the laws and regulations governing NXX code assignment change, then the Agreement shall be amended to reflect such change.

14.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from their NXX's only to those customers that are physically in the rate center to which the NXX is assigned.

14.4 It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

14.5 The Parties will each be responsible for the input of their respective number assignment information into the Routing Database Systems (RDBS) and into the Telcordia Rating Administrative Data Systems or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

14.6 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust.

14.7 NXX Migration

14.7.1 Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an end office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay an interim NXX migration charge of $7,500.00 per NXX to the Party

formerly assigned the NXX. This interim NXX migration charge shall be subject to true-up, based upon the Commission's approval of PACIFIC's cost study supporting a permanent charge.

14.8 Test Numbers

14.8.1 Each Party is responsible for providing to the other a valid test number. This test number shall be a number terminating to a milliwatt tone to provide answer supervision and allow simultaneous connection from multiple test lines. This number should also remain in service indefinitely for regressive testing purposes.

ATTACHMENT 16

SECURITY

1. PROTECTION OF SERVICE AND PROPERTY

1.1. For the purpose of notice permitted or required by this Attachment, each Party shall provide the other Party a SPOC available twenty-four (24) hours a day, seven (7) days a week.

1.2. PACIFIC and AT&T shall each exercise the highest degree of care to prevent harm or damage to the other Party, its employees, agents or customers, or their property. Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to provide for the adequate protection of property and services of the other Party.

1.3. Each Party having on its premises any equipment, support equipment, systems, tools and data of the other Party, or spaces which contain or house the other Party's equipment or equipment enclosures, shall restrict access thereto to employees and authorized agents of that other Party.

1.4. PACIFIC shall use electronic controls to protect all spaces which house or contain AT&T equipment or equipment enclosures, but if electronic controls are not available, PACIFIC shall either furnish security guards at those PACIFIC locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, PACIFIC shall permit AT&T to install silent intrusion alarms back to manned sites. AT&T agrees that PACIFIC shall be the SPOC with all law enforcement authorities or public agencies with respect to problems or alarms related to AT&T's equipment or equipment enclosures located on PACIFIC's premises. In no event will AT&T contact law enforcement authorities or public agencies as a result of a silent alarm.

1.5. PACIFIC shall furnish to AT&T a current written list of PACIFIC's employees who PACIFIC authorizes to enter spaces which house or contain AT&T equipment or equipment enclosures, with samples of the identifying credentials to be carried by such persons.

1.6. AT&T shall furnish to PACIFIC a current written list of AT&T's employees or agents who AT&T authorizes to enter PACIFIC's Central Offices, with samples of identifying credentials to be carried by such persons.

1.7. With respect to any equipment, support equipment, systems, tools and data of one Party on the premises of the other Party, or spaces which contain or house the other Party's equipment or equipment

enclosures, each Party shall comply with the security and safety procedures and requirements stated in this Agreement.

1.8. PACIFIC shall allow AT&T to inspect or observe spaces which house or contain AT&T equipment or equipment enclosures (with the exception of virtually collocated equipment) at any time within normal business hours and shall furnish AT&T with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured AT&T space. In the event of an emergency, AT&T shall contact a SPOC provided by PACIFIC for access to spaces which house or contain AT&T equipment or equipment enclosures. Such PACIFIC SPOC shall available to receive calls from AT&T twenty-four (24) hours a day, seven (7) days a week and make access available to AT&T within three (3) hours after receiving a call from AT&T.

1.9. PACIFIC agrees not to use card access readers and devices that use cards which are encoded identically (or that use mechanical coded locks) on doors to collocation cages or other enclosures which house AT&T equipment.

1.10. Keys used in PACIFIC's keying systems for spaces which contain or house AT&T equipment or equipment enclosures shall be limited to PACIFIC employees and representatives for emergency access only. AT&T shall have the right to require PACIFIC to change locks at PACIFIC’s expense where there is evidence of inadequate security. In all other cases, AT&T may require PACIFIC to change locks at AT&T’s expense.

1.11. PACIFIC shall install security studs in the hinge plates of doors having exposed hinges if such doors lead to spaces which contain or house AT&T equipment or equipment enclosures.

1.12. PACIFIC shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house AT&T equipment or equipment enclosures.

1.13. PACIFIC shall provide notification within two (2) hours to designated AT&T personnel to indicate an actual or attempted security breach.

2. ADDITIONAL PROVISIONS APPLICABLE TO COLLOCATION SPACES

2.1. With respect to collocation, in the event of any conflict between the security provisions in this Attachment 16 and those in Attachment 10, the provisions in Attachment 10 shall prevail.

2.2. PACIFIC shall be responsible for the security of AT&T's collocation areas. Security measures shall meet the requirements contained in Attachment 10. If a security issue arises or if AT&T believes that PACIFIC's security measures fail to meet such requirements, AT&T shall notify PACIFIC and the Parties shall work together to address the problem. PACIFIC shall, at a minimum, do the following:

2.3. PACIFIC shall design collocation cages, when used, to prevent unauthorized access.

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

2.5. PACIFIC shall provide card key access to all collocation equipment areas, along with a positive key control system for each collocator's cage area, when used.

2.6. AT&T security personal may audit the collocation area at a PACIFIC location for compliance with security procedures.

3. DISASTER RECOVERY

3.1. PACIFIC shall maintain for AT&T the same level of disaster recovery capability to be used in the event of a system failure or emergency as PACIFIC provides for itself. At AT&T's request, PACIFIC will provide to AT&T explanations of and updates to the written summary of such capability PACIFIC provided to AT&T.

4. EMERGENCY RESTORAL PROCEDURES

4.1. General

4.1.1. In the event of an emergency, restoration procedures may be affected by the presence of AT&T facilities in or on PACIFIC structures. While PACIFIC maintains no responsibility for the repair of damaged AT&T facilities (except under a special maintenance contract), it must nonetheless control access to AT&T structures if restoral of affected facilities is to be achieved in an orderly fashion.

4.2. Prioritizing

4.2.1. Where PACIFIC and AT&T are involved in emergency restorals, PACIFIC's Maintenance District Manager or his/her on-site representative shall control access to PACIFIC's structures according to the following guidelines:

4.3. Service Disruptions/Outages

4.3.1. While exercising its right to first access, PACIFIC shall grant nondiscriminatory access to all occupants in or on its facilities and shall make every effort to accommodate as many occupants as is reasonably safe. Therefore, PACIFIC shall not deny reasonable, simultaneous access unless public or other safety considerations would prohibit such access.

4.3.2. Where simultaneous access is not possible, PACIFIC shall grant access according to longevity in/on the structure (i.e., first in time, first in right).

4.3.3. Where longevity in the structure cannot be ascertained, PACIFIC shall prioritize access on a first come, first served basis.

4.4. Service Affecting

4.4.1. While exercising its right to first access, PACIFIC shall grant nondiscriminatory access to all occupants in or on its facilities and PACIFIC shall make every effort to accommodate as many occupants as is reasonably safe. Therefore, PACIFIC shall not deny reasonable, simultaneous access unless public or other safety considerations would prohibit such access.

4.4.2. Where simultaneous access is not possible, PACIFIC shall grant access to occupants according to the level of damage to its facilities and the likelihood that damage will result in service disruption. Where likelihood that damage will result is not clearly discernible, PACIFIC shall grant access according to longevity in/on the structure (i.e., first in time, first in right).

4.4.3. Where longevity in the structure cannot be ascertained, PACIFIC shall prioritize access on a first come, first served basis.

4.5. Point of Contact

4.5.1. When an emergency situation arises which necessitates AT&T access to a manhole after PACIFIC's normal business hours, AT&T shall call PACIFIC's Emergency Control Center (ECC). AT&T shall direct all calls during normal business hours to the appropriate PACIFIC Single Point of Contact (SPOC). For after-hours calls, PACIFIC's ECC will contact the Maintenance Center responsible for after-hours coverage of the affected area. The maintenance supervisor contacted by the ECC will return AT&T's call and will arrange for access with on-call maintenance field personnel during the emergency condition.

5. DATA PROTECTION

5.1. Each Party shall install controls in any of its data bases to which the other Party has access:

5.1.1. to deny access to data base users after a pre-determined period of inactivity; and

5.1.2. to protect the other Party's proprietary information and the other Party's customer proprietary information.

5.2. PACIFIC shall maintain controls over databases used by AT&T to protect both ongoing operational and update integrity, at parity with control features that PACIFIC provides to itself.

5.3. Each Party shall assure that all approved system and modem access is secured through security servers. Access to or connection with a network element shall be established through a secure network or security gateway, including compliance with the Data Connection Security requirements identified in Attachment 9. Dial-up access to modems connected to network entry points shall be protected by individual authentication of the user (e.g., passwords, smart cards, tokens).

5.4. With respect to access to the network or gateway of the other Party, each Party will comply with the Data Connection Security requirements identified in Attachment 9.

5.5. Each Party shall either use a security software package or perform manual checks to monitor user and machine integrity and confidentiality, such as password assignment and aging, directory and permission configuration, and system accounting data.

5.6. Each Party shall maintain accurate and complete records detailing the individual data connections and systems to which it has granted the other party access or interface privileges. These records will include, but are not limited to, log-in identification, user request records, system configuration, time limits of user access or system interfaces.

5.7. Security requirements for data connection between AT&T and Pacific used for access to OSS Interfaces are set forth in Attachment 9. With respect to such data connections, in the event of any conflict between the security provisions in this Attachment 16 and those in Attachment 9, the provisions in Attachment 9 shall prevail.

6. NETWORK FRAUD CONTROL

6.1. Subject to applicable compensation, if any, stated in Attachment 8, PACIFIC shall make available to AT&T for use with any services provided by PACIFIC to AT&T under this Agreement all present and future fraud control features, including prevention, detection, or control functionality utilized in PACIFIC's network. At present these features include (i) disallowance of call forwarding to international locations, (ii) coin originating ANI II digits, and (iii) dial tone reorigination patches, (iv) terminating blocking of 800 and (v) 900/976 blocking.

6.2. In addition, subject to Section 6.3.3 of this attachment, Section 3.9 of Attachment 5 and Section 9.4.2 of Attachment 6, PACIFIC shall provide partitioned access for fraud control within pertinent Operations Support Systems ("OSS").

6.3. Rates:

6.3.1. Terminating blocking of 800 and 900/976 blocking are available as Resale Services and usage-based UNEs, at the rates specified in Attachment 8.

6.3.2. Disallowance of call forwarding to international locations, coin originating ANI II digits, and dial tone reorigination patches, are available with Resale Services, or usage-based UNEs, at no additional charge.

6.3.3. Future fraud control features and functionalities will be available at rates, if any, subject to the Act, regulations thereunder and relevant FCC and Commission decisions.

7. LAW ENFORCEMENT INTERFACE

7.1. Each Party shall provide the other Party with a single point of contact to interface on a twenty-four (24) hour, seven (7) day a week basis on law enforcement and service annoyance issues, including, without limitation, call traces, wiretaps and traps.

7.2. PACIFIC will provide necessary assistance to law enforcement personnel to facilitate the execution of court orders addressed to PACIFIC that authorize wiretaps and dialed number recorders relating to services and facilities of AT&T customers. PACIFIC will notify law enforcement personnel that the court order applies to an AT&T circuit, not a PACIFIC circuit. When AT&T's End User service is provided via a Pacific UNE port, the circuit will be treated as an AT&T circuit for purposes of referring law enforcement personnel pursuant to this paragraph. Therefore, AT&T will be required to re-direct the law enforcement personnel to Pacific for execution of court orders. PACIFIC will bill the appropriate law enforcement agency for these services under its customary practices.

7.3. When requested by AT&T for security purposes, PACIFIC shall use reasonable best efforts to provide AT&T with Recorded Usage Data within two hours of the call completion but in any event shall provide such data not later than twenty-four hours of call completion. The Data may be provided in AMA format.

7.4. To the extent required by law, PACIFIC shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

ATTACHMENT 17

[Intentionally Omitted]

ATTACHMENT 18

INTERCONNECTION

ATTACHMENT 18

1. LOCAL INTERCONNECTION TRUNK ARRANGEMENTS

1.1. The Parties will establish Local Interconnection Trunks to exchange Local Traffic, IntraLATA Toll Traffic, and Transit Traffic; provided, however, that either Party may also deliver Local and IntraLATA Toll Traffic to the other Party over Switched Access trunks. Local Interconnection Trunks will be provisioned as one-way trunks unless both Parties agree to implement two-way trunks on a case-by-case basis. Neither Party shall terminate interLATA traffic over Local Interconnection Trunks.

1.2. When the Parties jointly provide Switched Access services to third party carriers, two-way Meet Point Trunks separate from Local Interconnection Trunks will be established for that purpose.

1.3. Interconnection Points

1.3.1 For the purpose of interconnecting AT&T's network with Pacific's network or Unbundled Network Elements provided by PACIFIC, PACIFIC shall permit AT&T to interconnect with PACIFIC at any technically feasible point, including, without limitation, Tandems, End Offices, designated points of interface (facility or switch) or customer premises.

1.3.2 Intentionally omitted.

1.3.3 For the purpose of receiving Local Calls, IntraLATA Toll Calls, Transit Calls and Meet Point Calls (collectively "Interconnection Traffic") from the other Party, the Parties shall mutually agree to the quantity and location of Points of Interconnection ("POIs") that each Party will establish within each respective LATA. The POI locations of one Party may be exactly the same, partially the same or completely different than the POI locations of the other Party.

1.3.3.1 In the event that the Parties cannot reach mutual agreement as to the quantity or location of POIs, the default shall be a PACIFIC POI at the location of each of PACIFIC's Tandem Switches and an AT&T POI at the location of each AT&T switch. A PACIFIC POI is a point on PACIFIC's network where AT&T interconnects and delivers Interconnection Traffic from AT&T's network to PACIFIC. An AT&T POI is a point on AT&T's network where PACIFIC interconnects and delivers Interconnection Traffic from its network to AT&T.

1.3.3.2 For traffic that originates from AT&T and is delivered to a POI at the location of a PACIFIC Tandem Switch, AT&T shall either:

1.3.3.2.1 establish tandem trunks between the AT&T switch and the location of the PACIFIC POI and compensate PACIFIC on a usage basis for tandem switching and transport to the appropriate PACIFIC end office; or

1.3.3.2.2 establish direct end office trunks between the AT&T switch and the appropriate PACIFIC end office, by AT&T providing facilities between the AT&T switch and the PACIFIC POI, and PACIFIC providing facilities between the PACIFIC POI and the PACIFIC end office. Upon request PACIFIC shall provide such facilities, and direct end office trunks shall be established over these interconnected facilities.

1.3.3.2.3 Notwithstanding PACIFIC's obligations under Section 1.3.3.2.2, as an alternative to the arrangements described in that section, AT&T may, at its option and in its sole discretion, provide or cause to be provided, facilities to any PACIFIC end office and deliver traffic destined for that end office over such facilities.

1.3.3.3 Once POIs are established either by mutual agreement or default, each Party shall specify to the other Party the POI associated with each switch it operates. The sending Party agrees to terminate its Interconnection Traffic to the POI specified by the receiving Party or, when mutually agreed to, a secondary POI identified as part of any jointly-developed trunk service plans.

1.3.3.4 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Agreement and accepted industry practices.

1.3.3.5 On its side of the POIs, each party will be responsible for engineering, provisioning and maintaining facilities on which Local Interconnection Trunks are provisioned.

1.3.3.6 Nothing in this section limits AT&T's right to interconnect with PACIFIC at any technically feasible point for access to Unbundled Network Elements.

1.4 Interconnection Within Each LATA

1.4.1 Each Party will establish Local Interconnection Trunk Groups in the LATA(s) in which it originates or terminates Local and/or IntraLATA Toll Traffic with the other Party.

1.4.2 The Parties may not route traffic sent on Local Interconnection Trunks or Meet Point Trunks to an Access Tandem destined for an NXX that subtends another Tandem. The Parties agree that direct trunking to an end office from either Party's End Office or Access Tandem is permitted under the terms of this section.

1.4.3 Each Party will provide (or cause to be provided) facilities to each POI of the other Party within the LATA. The Parties will utilize such interconnected facilities to establish End Office-to-End Office or End Office-to-Tandem or Tandem-to-Tandem trunk groups.

1.4.4 Each Party shall provide sufficient facilities to deliver its originating Interconnection Traffic to the other Party's applicable POI for termination.

1.5 Methods of Interconnection

1.5.1 The Parties shall interconnect their networks utilizing one of the following methods in accordance with the provisions set forth in this section.

. 1.5.2 When one Party interconnects with the other Party at the other Party's premises, it will be according to the provisions set forth in the following subsections.

1.5.2.1 AT&T may terminate its interconnection facilities from collocation space in PACIFIC's Eligible Structures. PACIFIC shall provide collocation to AT&T pursuant to the terms set forth in Attachment 10 (Ancillary Functions).

1.5.2.2 AT&T, at its sole discretion, may permit PACIFIC to utilize space and power in AT&T facilities specified by AT&T solely for the purpose of terminating Interconnection Traffic. The pricing, terms and conditions of such arrangement shall be pursuant to Section 12 (Space License).

1.5.2.3 The Parties may mutually agree to establish Mid-Span Fiber Meet arrangements in accordance with the following.

1.5.2.3.1 Each Party shall bear its own costs to install and operate the facilities on its side of the POI.

1.5.2.3.2 The Parties will work cooperatively in the selection of compatible transmission equipment and the location of the Mid-Span Fiber Meet.

1.5.2.3.3 The Parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities. The Parties agree that the data communications channel should be disabled on Mid-Span Fiber Meets.

1.5.2.3.4 Trunks provisioned over the Mid-Span Fiber Meet arrangement may be one-way or two-way trunks.

1.5.3. The Parties may chose from the following options as methods for providing interconnection facilities for which the Party is responsible.

1.5.3.1 When available, a Party requesting interconnection may lease facilities offered by the other Party under tariff. Such leased facilities shall be provided at the rates, terms, and conditions set forth in the providing Party's applicable tariff, except that in the event of any conflict between this Agreement and the tariff, the terms of this Agreement shall prevail.

1.5.3.2 The Party requesting interconnection may utilize facilities provided by a third party. The Party utilizing this option shall comply with industry standards to maintain network integrity and shall be solely responsible for any charges or fees assessed by the third party for use of its facilities.

1.5.3.3 AT&T may utilize the Network Elements provided by PACIFIC pursuant to Attachment 6, at the rates set forth in Attachment 8, for interconnection facilities.

1.5.3.4 The Parties may agree to establish a POI and use intra-building cable within a commercial building (other than a telephone central office) where both have constructed broadband facilities into the building.

1.5.3.5 The Parties may mutually agree to and may utilize any other technically feasible method of interconnection.

1.6 Sizing and Structure of Interconnection Facilities.

1.6.1 The Parties agree to jointly manage the capacity of Local Interconnection Trunk Groups by developing and implementing engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional trunking. The respective engineering groups will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA.

1.6.2 The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning and forecasting meetings.

1.6.3 The interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion Line Code or Superframe Format Framing. DS3 facilities will be optioned for C-bit Parity where technically feasible.

1.6.4 The Parties agree to utilize Bipolar 8 Zero Substitution Extended Super Frame ("B8ZS ESF") facilities where available to establish 64KB CCC trunks. Where additional equipment is required, such equipment shall be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLC, or PACIFIC internal customer demand for 64K CCC trunks.

1.6.5 When interconnecting at PACIFIC 4ESS access tandems but not any other type of tandem switches, sixty four kilobit clear channel capability (64 K CCC) ISDN calls cannot be combined with voice calls on the same B8ZF ESF facilities and trunk group. Trunk groups that carry voice only traffic will be provisioned with AMI line code and SF framing facilities.

1.6.6 When interconnecting at PACIFIC's digital end offices, the Parties have a preference for use of B8ZS ESF facilities and 64CCC trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI facilities with non-64KB CCC trunks are

used, either Party may request upgrade to B8ZS ESF facilities and 64KB CCC trunks when such equipment is available.

1.6.7 Interconnection will be established utilizing either a DS-1 or DS-3 interface, or with the mutual agreement of the Parties, another technically feasible interface (*e.g.,* STS-1).

1.7 Intentionally omitted.

1.8 Signaling Protocol. The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. Either Party may establish CCS interconnections either directly and/or through a third party. CCS interconnection, whether direct or by third party shall be pursuant to PUB L-780023-PB/NB and in accordance with the rates, terms and conditions of the Parties' respective tariffs. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. The Parties will provide all CCS signaling parameters, including CPN, and will honor all privacy indicators.

1.9 Transit Signaling: AT&T may choose to route SS7 signaling information (e.g., ISUP, TCAP) from AT&T's signaling network to another carrier's signaling network via PACIFIC's signaling network for the purpose of signaling call processing and network information between AT&T and the other carrier's network, whether or not PACIFIC has a direct-traffic trunk to the terminating address, provided that AT&T furnishes PACIFIC with:

1.9.1 the destination point codes of all the switches to which it wishes to send transit signaling;

1.9.2 the identity of the STPs in PACIFIC's network in which each DPC will be translated;

1.9.3 the identity of the STPs in the other signaling network to which such transit signaling will be sent; and

1.9.4. a letter from the other party authorizing PACIFIC to send such signaling messages

AT&T agrees to pay the rates for Transit Signaling as specified in Attachment 8.

1.10 Each Party shall deliver to the other Party over the Local Interconnection Trunk Group(s) only such traffic which is destined for those publicly dialable NPA NXX codes served by end offices that directly subtend the Access Tandem or to those LECs, CLCs and CMRS providers that directly subtend the Access Tandem.

1.11 Intentionally omitted.

1.12 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's end office or tandem in accordance with the serving arrangements defined in the Local Exchange Routing Guide ("LERG").

1.13 Where the Parties deliver over the Local Interconnection Trunk group miscellaneous calls (e.g., time, weather, NPA-555, California 900, Mass Calling Codes) destined for each other, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

1.14 N11 codes (e.g.,411, 611 and 911) shall not be sent between AT&T's and PACIFIC's network over the Local Interconnection Trunk groups. Where necessary (e.g., 911), the Parties will establish separate trunk groups to carry traffic associated with such codes.

1.15 The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Attachment 18 in accordance with the following:

1.15.1 Within 45 days after the Effective Date of this Agreement, the Parties will mutually develop an operations plan based on sound engineering and operations principles, which will specify the guidelines to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 18. Such guidelines will conform to standard industry practices, such as OBF procedures.

1.15.2 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 18.

1.15.3 The Parties will complete the conversion within one year of the Effective Date of this Agreement, unless otherwise mutually agreed.

1.15.4 If, following one year after the Effective Date of the Agreement, there exist any interconnection arrangements that have not been converted to the interconnection arrangements described in this

Attachment 18, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, pursuant to Attachment 3 of this Agreement, to require the other party to complete such conversion, and to obtain per-diem liquidated damages in the amount of $20 per trunk per day from the other Party for each interconnection trunk that remains under the former interconnection arrangement due to the fault of that Party.

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, not withstanding 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.

4. MEET-POINT TRUNKING ARRANGEMENTS

4.1 With respect to Meet Point traffic, the Parties shall establish Meet Point Trunk groups separate from Local Interconnection Trunks.

4.2 Either Party may provide the tandem transport and switching functions and either Party may use Meet Point Trunks to send and receive Feature Group B and D (“FGB and FGD") Switched Access traffic to customers who are connected to the other Party's access tandem. If it so elects, the Switched Access customer may direct which Party will provide each function based on Access Service Requests ("ASRs") placed with both Parties

4.3 The Parties will use facilities and two-way Meet Point Trunk groups in GR-394-CORE format to jointly provide Switched Access services under this Section 4. Neither Party will charge the other any amount for any meet-point facilities, including multiplexing and cross connects. The Parties will agree to the allocation of revenues from such Switched Access services based on MECOD/MECAB guidelines.

4.4 Notwithstanding the interim arrangements described Section 4.5, in the case of Switched Access services provided through either Party’s Access Tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access service customer will accept or pay for the traffic. Nor will either party offer blocking capability for Switched Access traffic delivered to either Party’s tandem for completion on either Party’s network. Each Party agrees to furnish the other with a list of those IXCs that interconnect with the Party’s tandems.

4.5 For so long as AT&T does not seek to provide Access Tandem service to Switched Access customers, the Parties agree that Meet-Point Trunk arrangements are available and functional only to or from Switched Access customers who directly connect with PACIFIC’s tandems that AT&T subtends in each LATA. During that interim period PACIFIC will not be required to route such traffic through more than one tandem for connection to or from Switched Access customers.

4.6 Notwithstanding the interim arrangements described in Section 4.5, the Parties agree to cooperate in determining the future technical feasibility of routing originating Meet Point Billing traffic via a tandem of one Party and a tandem of the other Party for the purpose of delivering such traffic to the Switched Access customer. If such an arrangement is found to be technically feasible, the Parties will cooperate in implementing the arrangement, including the adoption of appropriate compensation terms.

4.7 The Parties will exchange SS7 signaling messages with one another, where and as available, in conjunction with Meet Point Trunk groups. 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. AT&T may establish SS7 interconnections (either directly or

through a third party), provided such third party is interconnected with PACIFIC pursuant to inter- and intra-state access tariffs. The Parties will exchange TCAP messages to facilitate full interoperability of SS7-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All privacy indicators will be honored. 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 Ordering and Billing Forum (OBF) adopted standards and guidelines pertaining to TNS codes.

4.8 At AT&T's request, one-way Meet Point Trunks will be established by the Parties to enable AT&T to deliver undipped 8YY traffic from AT&T Customers served by AT&T 4ESS switches to the LEC SSP for dipping in the Industry Toll Free Data Base. The facilities for this trunk group will be provided by AT&T, unless otherwise agreed to by Pacific. AT&T shall deliver all other originating Toll Free Service calls for switches that are not 4ESS for which it requests that PACIFIC perform the Service Switching Point ("SSP") function (e.g., performs the database query) over the two-way Meet-Point Trunk group. These trunk groups shall use GR-394-CORE format signaling. AT&T shall use Carrier Code "0110" and Circuit Code of "08" for all such calls. Charges for dipping and transport to the IXC will be billed in accordance with meet point guidelines.

4.9 When AT&T performs the SSP function for Toll Free Service calls, and if such calls are destined for an IXC, if AT&T delivers such calls to PACIFIC it shall do so over Meet Point Trunk groups using GR-394 format. When AT&T performs the SSP function for Toll Free service calls, and if such calls are destined for NXXs within the LATA, if AT&T delivers such calls to PACIFIC, it shall do so over the Local Interconnection Trunk Group using GR-317 format.

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

5. ADDITIONAL RESPONSIBILITIES OF THE PARTIES

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.

5.5 Intentionally omitted.

5.6 For one-way Local Interconnection Trunks and trunk groups, the originating carrier shall be responsible for all Control Office functions and for the overall coordination, installation, and maintenance of those trunks and trunk groups. The terminating carrier shall cooperate with the originating carrier as necessary for installation, augmentation and maintenance of one-way interconnection trunks and trunk groups. During the transition from two-way to one-way interconnection trunks, the Parties shall share responsibility for Control Office functions for the two-way trunks and trunk groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for the two-way trunks and trunk groups. For Meet Point Billing Trunks and trunk groups, the end office Party shall be responsible for all Control Office

functions, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups.

5.7 The Parties shall deliver over any Local Interconnection Trunk group groomed for a specific access tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the access tandem; (2) other PACIFIC end offices that do not normally subtend such tandem, for which calls are routed to that end office on an alternate routing basis; and (3) those providers (including, but not limited to CMRS providers, other independent LECs, and CLCs) that directly connect to the access tandem.

5.8. The Parties shall deliver over any Local Interconnection Trunk group groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.

5.9 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. BLV and BLVI inquiries between operator bureaus shall be routed over the Local Interconnection Trunk Group(s) using network-routable access codes published in the LERG.

5.10 AT&T and PACIFIC shall:

5.10.1 Provide trained personnel with adequate and compatible test equipment to work with each other’s technicians. The Parties will implement trouble and testing procedures.

5.10.2 Notify each other when there is any change affecting the service requested, including the due date.

5.10.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

5.10.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

5.10.5 Advise each other's Control Office if there is an equipment failure that may affect the interconnection trunks.

5.10.6 Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week.

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

5.10.8 To ensure that blocking standards are being met, PACIFIC agrees to provide upon request of AT&T, the following information on all trunks, regardless of the type of traffic being transported:

5.10.8.1 percentage of Pacific's common transport trunk groups that exceed blocking thresholds,

5.10.8.2 for two-way trunk groups, usage data (including, but not limited to, usage, peg and overflow counts) for each AT&T trunk group subtending PACIFIC's tandem will be used to determine which AT&T traffic by trunk group is being blocked, and for one-way trunk groups, information on any AT&T trunk groups that are blocked will be provided pursuant to Section 14 of the Preface (General Terms and Conditions) of this Agreement, and

5.10.8.3 the Pacific common transport trunk groups (with A and Z location) that exceed blocking thresholds.

5.10.8.4 At AT&T's option, PACIFIC will provide blockage data by NXX trunk group. AT&T and PACIFIC shall negotiate the terms for this special systems development work.

5.10.9 AT&T and PACIFIC will provide their respective billing contact numbers to one another on a reciprocal basis.

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

6. INSTALLATION OF TRUNKS

6.1 Installation of Local Interconnection Trunk groups and Meet Point Trunks covered by this Agreement are subject to the performance measures and remedies described in Section 14 of the Preface (General Terms and Conditions) of this Agreement.

7. TRUNK FORECASTING

7.1 The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. The Parties must provide forecast information to each other twice a year. The semi-annual forecasts shall include:

7.1.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Local Interconnection and Meet Point Trunk groups and end office equivalent trunking requirements, whether or not tandem subtending) for a minimum of three (current and plus-1 and plus-2) years;

7.1.2 The use of Common Language Location Identifier, described in Bellcore documents BR 795-100-100 and BR 795-400-100 and;

7.1.3 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

7.2 If differences in semi-annual forecasts of the Parties vary by more than 48 additional DS0 trunks for each Local Interconnection Trunk group, the Parties shall meet to reconcile the forecast to within 48 DS0 trunks.

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

8. GRADE OF SERVICE

8.1 A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between the Parties' networks carrying Meet-Point traffic shall be maintained. All other final trunk groups shall be engineered with a blocking standard of one percent (.01).

9. LOCAL INTERCONNECTION TRUNK SERVICING

9.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Interconnection Service Request ("ISR") for AT&T orders to PACIFIC or an Access Service Request "ASR" for PACIFIC orders to AT&T, or other methods as may be mutually agreed to by the Parties.

9.2 PACIFIC's Circuit Provisioning Assignment Center ("CPAC") or successor center and AT&T's equivalent center will send a Trunk Group Service Request (“TGSR”) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Either Party upon receipt of the TGSR will issue an ISR/ASR to the other Party:

9.2.1 Within 10 business days after receipt of the TGSR; or

9.2.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process.

9.3 Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among PACIFIC and AT&T work groups including, but not limited to, the initial establishment of Local Interconnection or Meet Point Trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

9.4 The Parties will cooperate to establish separate high-volume trunk groups for the completion of calls to high volume customers, such as radio contest lines.

9.5 AT&T will be responsible for engineering its network on its side of the POI. PACIFIC will be responsible for engineering its network on its side of the POI.

10. TROUBLE REPORTS

10.1 AT&T and PACIFIC will cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure that trouble reports are resolved in a timely and appropriate manner consistent with procedures referenced in Section 5 of this Attachment.

11. NETWORK MANAGEMENT

11.1 Protective Controls. Either Party may use protective network traffic management controls, such as 7-digit and 10-digit code gaps, on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. AT&T and PACIFIC will immediately notify each other of any protective control action planned or executed.

11.2 Expansive Controls. Where the capability exists, either Party may implement originating or terminating traffic reroutes to relieve network

congestion temporarily due to failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when the Parties mutually agree.

11.3 Mass Calling. AT&T and PACIFIC shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

12. SPACE LICENSE

12.1 AT&T, at its sole discretion, may license PACIFIC to situate PACIFIC equipment in an AT&T central office and to utilize AT&T site support services in the AT&T central office such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering Interconnection Traffic to AT&T for completion. Such licenses and site support services are referred to herein collectively as a "Space License."

12.2 The only allowable network interfaces under a Space License are DS1 and DS3.

12.3 Space Licenses are available at AT&T's sole discretion and are further subject to the availability of space and site support services in each AT&T central office. To establish a Space License, PACIFIC must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.

12.3.1 In completing the questionnaire, PACIFIC shall identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the AT&T central office in which PACIFIC's equipment is or is to be located is referred to herein as the "Equipment Space."

12.3.2 PACIFIC is responsible for the installation of Licensed Facilities in accordance with AT&T's installation processes and procedures.

12.3.3 If PACIFIC desires to modify its request, prior to notification from AT&T regarding availability, PACIFIC may do so by requesting that AT&T cancel the original request providing a new questionnaire to AT&T to process.

12.4 Following receipt of the questionnaire, AT&T will determine whether there is sufficient AT&T central office space and site support services to meet the request contained in PACIFIC's questionnaire. AT&T will notify

PACIFIC in writing whether there is sufficient AT&T central office space available for each such request.

12.5 Upon receiving written notification of the availability of AT&T central office space from AT&T, PACIFIC will provide written verification that it still requires such AT&T central office space. This written notification is PACIFIC's firm order for each AT&T central office space requested, and will constitute an executed Space License under the terms of this Agreement.

12.6 AT&T agrees to provide site support services as follows:

12.6.1 AT&T will design, engineer, furnish, install, and maintain cable racks for PACIFIC's use.

12.6.2 AT&T will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which AT&T will supply DC power to PACIFIC.

12.6.3 AT&T will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.

12.6.4 AT&T will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T maintains for its own similar equipment.

12.7 AT&T will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.

12.8 PACIFIC will use the Space Licenses for the sole purpose of delivering its Interconnection Traffic to AT&T, so that AT&T may complete such calls. PACIFIC agrees not to make any other use of the Space Licenses without the advance written consent of AT&T.

12.9 Upon reasonable advance notice and for the limited purpose of performing work for which PACIFIC is responsible under this Agreement, AT&T licenses PACIFIC to enter and exit the Equipment Space through portions of the AT&T central office as designated by AT&T. Unless a service outage is occurring or appears to be imminent, PACIFIC shall perform its work in the AT&T central office during regular business hours as designated from time to time by AT&T. AT&T will honor other Pacific reasonable requests for "out of normal hours" access to its Equipment Space. PACIFIC shall compensate AT&T for all additional expenses AT&T incurs in granting such "out of normal hours" access.

12.10 PACIFIC shall either furnish to AT&T, and keep current, a written list of all PACIFIC's employees and AT&T approved contractors authorized to enter

the Equipment Space, or provide a 24 hour local or toll-free telephone number which AT&T can use to verify the authority of such persons. PACIFIC shall also furnish to AT&T, and keep current, samples of the identifying credentials to be carried by such persons. AT&T will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials.

12.11 The same insurance and indemnification requirements, if any, that apply to AT&T and its contractors when collocating in PACIFIC's Eligible Structures pursuant to Attachment 10 (Ancillary Functions) shall apply to PACIFIC and its contractors in connection with this Space License.

12.12 While in the AT&T central office, employees of PACIFIC and its contractors must comply at all times with AT&T's security and safety procedures and requirements. AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them.

12.13 PACIFIC will be responsible for selecting its contractors and causing their compliance with this Agreement.

12.14 Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around AT&T's central office.

12.15 PACIFIC's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in AT&T's sole judgment, might cause damage to or otherwise interfere with AT&T's operations. AT&T reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of AT&T (and its affiliates, vendors, and customers).

12.16 In addition to the Licensed Facilities, PACIFIC may bring into the Equipment Space the small tools and portable test equipment needed for the work for which PACIFIC is responsible. PACIFIC will be responsible for the care and safeguarding of all such items. PACIFIC may not bring any other items into the AT&T central office without AT&T's prior written consent. In particular, and without limiting the foregoing, PACIFIC may not bring into the AT&T central office any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.

12.17 AT&T and its designees may inspect or observe the Equipment Space, the space designated by AT&T for PACIFIC transmission cable, the Licensed Facilities, and any work performed by or behalf of PACIFIC in the AT&T central office, at any time. If the Equipment Space is

surrounded by a security enclosure, PACIFIC shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.

12.18 AT&T and PACIFIC intend that the Licensed Facilities, whether or not physically affixed to the AT&T central office, shall not be construed to be fixtures. PACIFIC (or the lessor of PACIFIC equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.

12.19 PACIFIC agrees not to sell, convey, or lease PACIFIC transmission cable under any circumstances, except for a conveyance of PACIFIC transmission cable to AT&T upon termination of the applicable Space License. PACIFIC further agrees not to cause, suffer, or permit PACIFIC transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by PACIFIC or any act or omission of PACIFIC. If PACIFIC transmission cable becomes so encumbered, PACIFIC agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.

12.20 The licenses granted by this Agreement are non-exclusive personal privileges allowing PACIFIC to situate the Licensed Facilities in the locations indicated by AT&T. These licenses and the payments by PACIFIC under this Agreement do not create or vest in PACIFIC (or in any other person) any property right or interest of any nature in any part of the AT&T central office.

12.21 The licenses granted to PACIFIC under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any AT&T central office; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.

12.22 AT&T may relocate the Equipment Space, or the AT&T central office, or both upon thirty (30) days prior written notice to PACIFIC. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is AT&T's responsibility and is performed by AT&T will be without charge to PACIFIC. AT&T will reimburse PACIFIC for the reasonable cost of such relocation work performed by PACIFIC, and AT&T will provide at its own expense any additional or replacement cable racks and PACIFIC transmission cable needed to accommodate the relocation of the installation. AT&T and PACIFIC will work together in good faith to minimize any disruption of service in connection with such relocation.

12.23 Licensed Facilities will be furnished, installed and maintained in accordance with the following:

12.23.1 PACIFIC agrees to furnish all Licensed Facilities.

12.23.2 PACIFIC agrees to install the Licensed Facilities. PACIFIC agrees to comply with specifications and processes furnished by AT&T for installation performed by PACIFIC.

12.23.3 PACIFIC agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in PACIFIC's frame to the designated AT&T power source. PACIFIC will distribute the power among its equipment within the Equipment Space.

12.23.4 PACIFIC agrees to maintain in good working order all PACIFIC equipment in Equipment Space. AT&T agrees to repair PACIFIC transmission cable. PACIFIC is not permitted to repair installed PACIFIC transmission cable in order to avoid possible harm to other transmission cables.

12.23.5 PACIFIC may use contractors to perform installation and maintenance for which PACIFIC is responsible. AT&T consents to use of those contractors listed on a then current AT&T approved list of PACIFIC submitted contractors. Use of any other contractors shall require AT&T's prior written consent, which shall not be unreasonably withheld.

12.23.6 PACIFIC may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If PACIFIC chooses to install its equipment in locked cabinets, PACIFIC shall leave the appropriate keys with AT&T and agrees to allow AT&T the right of entry to such cabinets.

12.23.7 PACIFIC shall pay the charges set forth or described in Attachment 8 for Space Licenses.

12.24 Under the Space Licenses, AT&T performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any PACIFIC equipment in Equipment Space. AT&T warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material provided by AT&T shall be free from defects. AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12.25 In addition to any other rights or remedies that AT&T may have under this Agreement or at law, AT&T may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

12.25.1 PACIFIC fails to utilize the Licensed Facilities for the authorized purpose described herein.

12.25.2 PACIFIC fails to comply with Applicable Laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Section.

12.26 In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:

12.26.1 Within thirty (30) days after termination of a Space License, PACIFIC will, at its sole expense, remove all PACIFIC equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If PACIFIC fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, AT&T may, at its option, upon ten (10) days written notice to PACIFIC, perform the removal and restoration at PACIFIC's sole risk and expense.

12.26.2 Because removal of installed PACIFIC transmission cable may cause damage to other cables or fiber, PACIFIC agrees to relinquish its transmission cable to AT&T in lieu of removal. Upon termination of the applicable Space License, all PACIFIC transmission cable will be automatically conveyed to AT&T, thereby becoming the property of AT&T, free of any interest or lien of any kind by PACIFIC (or by any person claiming through PACIFIC). At AT&T's request, PACIFIC will promptly execute and deliver to AT&T a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of PACIFIC transmission cable to AT&T.

12.26.3 If no monies are owed by PACIFIC to AT&T under this Agreement, AT&T agrees to deliver such removed equipment to PACIFIC's last known business address or to a domestic location designated by PACIFIC, at PACIFIC's sole risk and expense. If monies are so owed, PACIFIC agrees that AT&T may either take ownership free of any interest or lien by

PACIFIC (or those claiming through PACIFIC) or treat such equipment as abandoned by PACIFIC.

AMENDMENT NO. 1

TO THE INTERCONNECTION AGREEMENT

BETWEEN

SBC PACIFIC BELL TELEPHONE COMPANY

AND

U.S. TELEPACIFIC CORPORATION d/b/a TELEPACIFIC COMMUNICATIONS,

INC.

WHEREAS, SBC Pacific Bell Telephone Company formerly Pacific Bell Telephone Company ("Pacific") and U.S. TelePacific Corporation d/b/a/ TelePacific Communications, Inc. ("CLEC") (collectively, the "Parties") entered into an Interconnection Agreement ("the Agreement") which became effective on November 25, 2000 ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties now wish to amend the Agreement to incorporate specific rates for unbundled dark fiber currently identified in the Agreement as having rates which are "to be determined" ("TBD"); and

WHEREAS, pursuant to ALJ Resolution 181, this filing will become effective thirty days after the filing date of the Advice Letter to which this Amendment is appended;

NOW THEREFORE, the Parties agree as follows:

I. Attachment 8, Appendix A-1 to such Agreement is hereby amended to replace the Dark Fiber rates labeled as "TBD" with the dark fiber rates set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

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.

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	U.S. TELEPACIFIC CORPORATION d/b/a TELEPACIFIC COMMUNICATIONS, INC.
By: SBC Telecommunications, Inc., its authorized agent	By: _____
By: _____	Print Name: _____
Title: President - Industry Markets	Title: _____
Date Signed: _____	Date Signed: _____

*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, SBC Pacific Bell Telephone Company does not waive any of its rights, remedies or arguments with respect to such decisions or proceedings or any remands thereof, including its right to seek legal review or a stay of such decisions or proceedings and its rights contained in the Interconnection Agreement. SBC 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, SBC 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 SBC 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.

EXHIBIT A

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
This Pricing Appendix contains all recurring and some non-recurring costs.				
UNBUNDLED NETWORK ELEMENTS				
Dark Fiber				
Dark Fiber -Interoffice per strand	N/A	$ 22.90	$ 1,678.32	$ 1,678.32
Dark Fiber - Interoffice per foot	N/A	$ 0.00240	N/A	N/A
Dark Fiber Loop - CO to Customer Prem-per strand	N/A	$ 24.82	$ 927.33	$ 927.33
Dark Fiber Loop - CO to Customer, per foot	N/A	$ 0.00480	N/A	N/A
Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	N/A	$ 24.82	$ 927.33	$ 927.33
Dark Fiber Subloop - CO to CEV/Hut/RT per foot	N/A	$ 0.00270	N/A	N/A
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	N/A	$ 26.83	$ 926.80	$ 926.80
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	N/A	$ 0.00730	N/A	N/A
Dark Fiber Cross Connect - Interoffice	N/A	$ 8.47	$ 126.59	$ 126.59
Dark Fiber Cross Connect - Loop/Subloop	N/A	$ 8.46	$ 70.29	$ 70.29
Dark Fiber Cross Connect - Subloop	N/A	$ 8.46	$ 71.86	$ 71.86
Dark Fiber - Loop Inquiry	N/A	N/A	$ 131.60	$ 131.60
Dark Fiber - Sub Loop Inquiry	N/A	N/A	$ 131.60	$ 131.60
Dark Fiber - Interoffice Inquiry	N/A	N/A	$ 371.80	$ 371.80

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 **(AMENDED MAY, 2002)**
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**)**
Attachment 19	Reciprocal Compensation

AMENDMENT

TO THE INTERCONNECTION AGREEMENT

BETWEEN

SBC PACIFIC BELL TELEPHONE COMPANY AND

U.S. TELEPACIFIC CORPORATION D/B/A TELEPACIFIC COMMUNICATIONS, INC.

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY ("PACIFIC")*, formerly Pacific Bell, and U.S. TelePacific Corporation d/b/a TelePacific Communications, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on May 16, 2002, the California Public Utilities Commission ("Commission") adopted D.02-05-042, establishing interim monthly recurring prices for unbundled loop and switching ("Decision");

WHEREAS, the Commission ordered that all interconnection agreements between Pacific and other carriers be amended to reflect the reduced loop and switching prices;

WHEREAS, the reduced prices are interim pending the Commission's decision on final unbundled loop and switching rates and are subject to adjustment from May 16, 2002 through the date of adoption of final prices.

WHEREAS, pursuant to the Commission's Decision this amendment ("Amendment") shall become effective thirty (30) days after filing,

NOW THEREFORE the Parties agree as follows:

I. Appendix Pricing, Attachment A to the Agreement shall be amended to substitute the prices for unbundled loop and switching with the prices set forth in Attachment A, which is attached hereto and incorporated herein.

II. The prices for unbundled loop and switching set forth in Attachment A shall be effective as of May 16, 2002.

III. Pacific shall make billing adjustments in accordance with ordering paragraphs 4 and 5 of the Commission's Decision, D.02-05-042.

IV. The Parties agree that executing this Amendment shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to any such rate changes, including but not limited to

any Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review or a stay of any such, decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.

V. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

VI. This Amendment is effective only for the term of the Agreement.

VII. This Amendment shall be filed with and shall be subject to approval by the Commission.

VIII. This Amendment is dated July 19, 2002.

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. __ (2002)). The Parties further acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. By executing this Amendment, PACIFIC does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. 2002). By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, PACIFIC does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by PACIFIC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

ATTACHMENT A

Loops	**Recurring**
2-Wire Analog (Basic) Zone 1	$ 8.38
2-Wire Analog (Basic) Zone 2	$ 11.27
2-Wire Analog (Basic) Zone 3	$ 19.64
2-Wire Analog (Basic) Statewide /1/	$ 9.93
2-wire Digital Zone 1 /2/	$ 12.68
2-wire Digital Zone 2 /2/	$ 15.92
2-wire Digital Zone 3 /2/	$ 24.61
2-wire Digital Statewide /1/	$ 14.37
Switching	
Ports	
2 Wire Analog Port	$ 0.88
Usage	
Interoffice Originating	
Setup per Call	$ 0.001817
Holding Time per MOU	$ 0.000563
Interoffice Termination	
Setup per Call	$ 0.002142
Holding Time per MOU	$ 0.000572
Intraoffice	
Setup per Call	$ 0.004280
Holding Time per MOU	$ 0.001108
Tandem Switching	
Setup per Call	$ 0.000155
Setup per Completed Message	$ 0.000234
Holding Time per MOU	$ 0.000139
Reciprocal Compensation	
Interoffice Termination	
Setup per Call	$ 0.002142
Holding Time per MOU	$ 0.000572
Tandem Switching	
Setup per Call	$

	0.000155
Setup per Completed Message	$
	0.000234
Holding Time per MOU	$
	0.000139
Vertical Features	
Call Forwarding Variable	$
	0.17
Busy Call Forwarding	$
	0.17
Delayed Call Forwarding	$
	0.17
Call Waiting	$
	0.17
Three Way Calling	$
	0.17
Call Screen	$
	0.19
Message Waiting Indicator	$
	0.17
Repeat Dialing	$
	0.20
Call Return	$
	0.20
Call Forwarding Busy/delay	$
	0.17
Remote Call Forwarding	$
	0.28
Speed Calling 8	$
	0.17
Speed Calling 30	$
	0.17
Vertical Features - Continued	**Recurring**
Intercom	$
	0.19
Intercom Plus	$
	0.19
Remote Access to Call Forwarding	$
	0.18
Select Call Forward	$
	0.18
Direct -Shared	$
	0.17
Direct -Unshared	$
	0.17
Call Trace	$
	0.17
Speed Call 6	$
	0.17
Call Restriction	$
	0.27
Distinctive Ringing	$
	0.17
Directed Call Pickup	$
	0.17
WATS Access per Port	$

	0.17
WATS Access per Group	$
	0.53
Caller ID	$
	0.22
Caller ID Blocking	$
	0.18
Caller Hold	$
	0.17
DNCF	$
	0.29
Hunting	$
	0.09

DSL Capable Loops:

2-Wire Digital Loop ISDN/IDSL

PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 1	$
	12.68
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 2	$
	15.92
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 3	$
	24.61
PSD #1 - 2-Wire Digital Loop ISDN/IDSL StateWide /1/	$
	14.37

2-Wire xDSL Loop

PSD #1 - 2-Wire xDSL Loop Zone 1	$
	8.38
PSD #1 - 2-Wire xDSL Loop Zone 2	$
	11.27
PSD #1 - 2-Wire xDSL Loop Zone 3	$
	19.64
PSD #1 - 2-Wire xDSL Loop Statewide /1/	$
	9.93
PSD #2 - 2-Wire xDSL Loop Zone 1	$
	8.38
PSD #2 - 2-Wire xDSL Loop Zone 2	$
	11.27
PSD #2 - 2-Wire xDSL Loop Zone 3	$
	19.64
PSD #2 - 2-Wire xDSL Loop Statewide /1/	$
	9.93
PSD #3 - 2-Wire xDSL Loop Zone 1	$
	8.38
PSD #3 - 2-Wire xDSL Loop Zone 2	$
	11.27
PSD #3 - 2-Wire xDSL Loop Zone 3	$
	19.64
PSD #3 - 2-Wire xDSL Loop Statewide /1/	$
	9.93
PSD #4 - 2-Wire xDSL Loop Zone 1	$
	8.38
PSD #4 - 2-Wire xDSL Loop Zone 2	$
	11.27
PSD #4 - 2-Wire xDSL Loop Zone 3	$
	19.64
PSD #4 - 2-Wire xDSL Loop Statewide /1/	$
	9.93
PSD #5 - 2-Wire xDSL Loop Zone 1	$
	8.38
PSD #5 - 2-Wire xDSL Loop Zone 2	$
	11.27

PSD #5 - 2-Wire xDSL Loop Zone 3	$ 19.64
PSD #5 - 2-Wire xDSL Loop Statewide /1/	$ 9.93
PSD #7 - 2-Wire xDSL Loop Zone 1	$ 8.38
PSD #7 - 2-Wire xDSL Loop Zone 2	$ 11.27
PSD #7 - 2-Wire xDSL Loop Zone 3	$ 19.64
PSD #7 - 2-Wire xDSL Loop Statewide /1/	$ 9.93

HFPL Loop

HFPL Loop Zone 1	$ 4.19
HFPL Loop Zone 2	$ 5.64
HFPL Loop Zone 3	$ 9.82
HFPL Loop Statewide /1/	$ 4.97

Notes:

/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs may not use both rate structures. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047.

/2/ The 2-Wire Digital Loop rates are calculated by adding the 2-Wire Analog (Basic) Loop rates to the ISDN Option rates included in the current California Recurring (OANAD) Pricing Schedule.

AMENDMENT NO. _____

TO THE INTERCONNECTION AGREEMENT

BETWEEN

SBC PACIFIC BELL TELEPHONE COMPANY

AND

U.S. TELEPACIFIC CORPORATION d/b/a TELEPACIFIC COMMUNICATIONS,

INC.

WHEREAS, SBC Pacific Bell Telephone Company formerly Pacific Bell Telephone Company ("Pacific") and U.S. TelePacific Corporation d/b/a/ TelePacific Communications, Inc. ("TelePacific") (collectively, the "Parties") entered into an Interconnection Agreement ("the Agreement") which became effective on November 25, 2000 ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties now wish to amend the Agreement to incorporate specific rates for statewide average rates for 2-Wire and 4-Wire Analog and Digital Loops, ISDN, Coin and PBX.

WHEREAS, pursuant to ALJ Resolution 181, this filing will become effective thirty days after the filing date of the Advice Letter to which this Amendment is appended;

NOW THEREFORE, the Parties agree as follows:

I. Attachment 8, Appendix A-1 to such Agreement is hereby amended to add rates for 2-Wire and 4-Wire Analog and Digital Loops, ISDN, Coin and PBX which are attached hereto and incorporated herein by this reference.

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. This Amendment is effective only for the term of the Agreement.

IV. 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.

*PACIFIC BELL TELEPHONE COMPANY	U.S. TELEPACIFIC CORPORATION d/b/a TELEPACIFIC COMMUNICATIONS, INC.
By: SBC Telecommunications, Inc., its authorized agent	By: _____
By: _____	Print Name: _____
Title: President - Industry Markets	Title: _____
Date Signed: _____	Date Signed: _____

* 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 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 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 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 the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, terms and conditions.

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Attachment 17	[Intentionally Omitted]
Attachment 18	Interconnection**)**
Attachment 19	Reciprocal Compensation

Pacific Bell Telephone Company
Non-Recurring Generic Rates

APPENDIX PRICING
PACIFIC/U.S. TELEPACIFIC CORPORATION
dba TELEPACIFIC COMMUNICATIONS, INC.

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LINK								
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	$63.06	$49.90	$53.09	$47.50	$28.84	$10.41	$11.40	$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	$35.09	$21.57	$24.00	$19.61	$28.84	$10.41	$11.40	$0.00
4 WIRE - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$28.84	$10.41	$11.40	$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$18.95	$7.43	$0.00	$0.00
DSL CAPABLE LOOPS:								
4-Wire xDSL Loop								
PSD #3 - 4-Wire xDSL Loop								
Initial - manual/fax - complex	$63.06	$49.90	$53.09	$47.50	$28.84	$10.41	$11.40	$0.00
Initial - cesar/lex - complex	$35.09	$21.57	$24.00	$19.61	$28.84	$10.41	$11.40	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$28.84	$10.41	$11.40	$0.00
Additional - manual/fax - complex	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - cesar/lex - complex	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$18.95	$7.43	$0.00	$0.00

	GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
	This Pricing Appendix contains all recurring and some non-recurring costs. For non-recurring Costs addressed in OANAD see the attached Non-recurring price sheet.					
	UNBUNDLED NETWORK ELEMENTS					**NRC**
	LOOPS	**LINKS**				
	4-Wire Analog Statewide /1/	4-Wire Link		$ 37.28	@	@
	4-wire Digital (DS1) Statewide /1/	Digital 1.544 MBPS DS-1		$ 94.43	@	@
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/			$ 2.18		
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/			$ 2.93		
	ISDN option (in addition to regular 2-wire loop charges) Statewide /1/	ISDN Option		$ 4.44		
	DSL Capable Loops:					**NRC**
	4-Wire xDSL Loop					
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	NA		$ 37.28	@	@
		NA				
/1/	**CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. *CLECs may not use both rate structures.***					
/2/	**The Parties acknowledge and agree that the interim rates adopted in CPUC Order# 02-05-042 are subject to adjustment, either up or down, from the effective date of this order until final rates are adopted.**					
/3/	**The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.**					

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
SBC PACIFIC BELL TELEPHONE COMPANY
AND
U.S. TELEPACIFIC CORP. D/B/A TELEPACIFIC COMMUNICATIONS

WHEREAS, SBC PACIFIC BELL TELEPHONE COMPANY ("PACIFIC"), formerly Pacific Bell, and U.S. TelePacific Corp. d/b/a TelePacific Communications ("_____CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on March 6, 2002, the California Public Utilities Commission ("Commission") adopted in D. 02-03-023 a Performance Incentives Plan ("PIP") which identifies performance failures and non-failures be offered to all CLECs ("Order");

WHEREAS, on June 6, 2002, the Commission adopted in D. 02-06-006 modifications clarifying implementation details of the PIP.

WHEREAS, in its June Order, the Commission provided the performance measurements adopted in D. 01-05-087, the decision model adopted in D. 01-01-037 as modified in D. 02-03-023 and an incentive payment component adopted in D. 02-03-023 shall be offered to all Pacific's CLECs, both those with and without interconnection agreements and where accepted, implemented for an initial period of at least six months or until otherwise modified by this Commission.

WHEREAS, the Commission also held that CLECs must either (1) file an amendment[1] to their interconnection agreement noting that they have accepted the Performance Incentives Plan ("PIP"); (2) file an amendment to their ICA declining to receive performance incentives credits from the Commission's PIP; or (3) jointly file a motion with Pacific requesting the Commission approve an alternate performance incentive plan.

WHEREAS, CLEC has indicated whether it has accepted or declined the PIP by checking the appropriate box below.

WHEREAS, if CLEC neither accepts the Commission's PIP, nor receives Commission approval of a different plan, Pacific will implement the PIP for CLEC as if it had accepted the plan.

[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**	**U.S. TELEPACIFIC CORP. D/B/A TELEPACIFIC COMMUNICATIONS**
By: _____	By: _____
Print Name: _____	Print Name: _____
President - Industry Markets	Title: _____
Date Signed: _____	Date Signed: _____

OCN #: _____

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et. al, 535 U.S. __ (2002)). The Parties further acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC,* No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. By executing this amendment, Pacific Bell Telephone Company does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Pacific Bell Telephone Company further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. 2002). By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Pacific Bell Telephone Company does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Pacific Bell Telephone Company the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.2 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

1.3 As used herein, the term "**Service Bureau Provider**" means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing **PACIFIC**'s OSS application-to-application interfaces.

1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **PACIFIC** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.

1.5 Except as otherwise provided herein, the service performance measures, performance payments, and related provisions ordered by the California Public Utilities Commission in D 97-10-016 and 97-10-017, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be the exclusive plan applicable to CLECs providing service in PACIFIC ILEC exchanges and shall supersede and supplant all performance measurements previously agreed to by the Parties for PACIFIC. The terms set forth herein shall apply beginning with the calendar month of April 2002, or the first full month of service after the effective date of this Appendix for any CLEC who was not providing service under an interconnection Agreement as of April 2002. The terms set forth herein shall remain in place for the underlying term of this

Agreement. By entering into this Appendix, neither party waives or otherwise foregoes any rights it may have to appeal the aforementioned Commission orders or future Commission decisions modifying the terms of this Appendix or extending it beyond the underlying term of this Agreement, and the Parties expressly reserve such rights.

1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the State Commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **PACIFIC** shall not be obligated to make any payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to **PACIFIC**'s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

1.7 The performance payments provided hereunder shall not be the sole and exclusive remedy for the related performance failures and shall act only as an offset to damages sought in any subsequent claim by CLEC.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY[1] D/B/A SBC CALIFORNIA ("SBC California"), and CLEC ("CLEC") (collectively, the "Parties" as referenced in Attachment C) entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Unbundled Network Elements ("UNEs") by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the nonrecurring UNE costs and removing 13% from the expense portion of the monthly recurring UNE costs; and

WHEREAS, the implementation of the rate changes was stayed pending resolution of the actual adjustment amount (*see*, D. 03-07-023, Finding of Fact 2); and

WHEREAS, on July 10, 2003 ("Decision Effective Date"), the Commission issued D. 03-07-023 ("Decision") implementing the UNE recurring and nonrecurring rate changes adopted in D. 02-09-049 for certain UNEs and which, pursuant to the Decision, are deemed to have become effective on September 19, 2002 ("Rate Effective Date"); and

WHEREAS, the Decision ordered SBC California to file amendments to any interconnection agreements between itself and other carriers that contain UNE rates impacted by the Decision to implement the new recurring UNE rates ("Recurring UNE Rates") and nonrecurring UNE rates ("Nonrecurring UNE Rates") for those UNEs set forth in the Decision; and

WHEREAS, in the Decision, the Commission ordered SBC California to calculate the appropriate billing adjustments owed to or by interconnecting carriers and to ensure that these adjustments are reflected on SBC California's bills for the Recurring UNE Rates and Nonrecurring UNE Rates within sixty (60) days of the of the Decision Effective Date; and

WHEREAS, as set forth in Appendix A to the Decision, the Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage (collectively "Switching") rates are interim pending the Commission's decision on final rates and, therefore, will be subject to true-up retroactive to September 19, 2002 upon the effective date of the Commission's decision establishing final rates in CPUC Proceeding A.01-02-024 et seq., and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date") [2].

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[1] Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between SBC California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

NOW THEREFORE the Parties agree as follows:

I. The Recurring UNE Rates which are set forth in Appendix A to this Amendment and incorporated herein by this reference, shall hereby replace any monthly recurring UNE rates for corresponding UNEs in the underlying Agreement, subject to the other terms and conditions set forth herein.[3] The Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loop" or "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage rates ("Switching"), are interim, subject to true-up, pending the Commission's decision on final rates, as more specifically set forth below in Paragraph II below. All of the other Recurring UNE Rates set forth on Appendix A are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.

II. The interim Recurring UNE Rates set forth herein for Loops and/or Switching will automatically terminate and be replaced with final Loop and/or Switching Recurring rates as of the effective date of a final decision by the Commission approving final Loops and/or Switching Recurring rates in CPUC Proceeding No. A. 01-02-024/A.01-02-035, *et. seq* (the Commission's UNE Reexamination proceeding for Pacific Bell Telephone Company), subject to any appeals and associated review. Upon the Commission's establishment of final rates for Loops and/or Switching in Commission Proceeding No. A.01-02-024 et. seq., the interim, Recurring UNE Rates for the Loops and/or Switching set forth herein shall be subject to retroactive true-up back to September 19, 2002, as to any Loops and/or Switching that CLEC had in service during such true-up period, if any.

III. The Nonrecurring UNE Rates which are set forth in Appendix B to this Amendment, which are incorporated herein by this reference, shall hereby replace any Nonrecurring UNE rates for corresponding UNEs in the underlying Agreement. The Nonrecurring UNE rates set forth on Appendix B are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.

IV. In accordance with the Decision, SBC California will calculate the appropriate billing adjustments owed to or by CLEC from the Decision Effective Date, back to the Rate Effective Date for the Recurring UNE Rates and Nonrecurring UNE Rates, and will ensure that those adjustments are reflected on SBC California's bills within sixty (60) days of the Decision Effective Date.

V. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Appendices A and B to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

VI. To the extent any rates in the underlying Agreement differ from the rates on which the new Recurring and Non-recurring UNE Rates in D. 03-07-023 were based, the rates(s) set forth in the Agreement shall continue to apply without change.

VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States

[3] CLECs must lock in either the statewide average loop rate for all loops provided for in their Agreement, regardless of zone, or the deaveraged loop rates based on established zones for all loops provided for in their Agreement. CLECs may not use both rate structures.

Supreme Court's opinion in *Verizon v. FCC*, *et al,* 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC,* 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; and/or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC,* 288 F.3d 429 (D.C. Cir. 2002).

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

IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective as to CLEC and SBC California on the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 1, where applicable).

Appendix A
Adopted Rates

	Adopted UNE Price [1]	Interim Discount [2]	Interim UNE Price [3]
Link			
Basic or Assured Link (2-wire)	$ 11.57	15.1%	$ 9.82
Zone 1	$ 9.71	15.1%	$ 8.24
Zone 2	$ 13.17	15.1%	$ 11.19
Zone 3	$ 23.19	15.1%	$ 19.69
PBX Trunk Option	$ 2.21		
Zone 1	$ 2.26		
Zone 2	$ 2.19		
Zone 3	$ 1.89		
Coin Option	$ 2.98		
Zone 1	$ 3.04		
Zone 2	$ 2.95		
Zone 3	$ 2.54		
ISDN Option	$ 4.51		
Zone 1	$ 4.37		
Zone 2	$ 4.73		
Zone 3	$ 5.05		
Digital - 1.544 Mbps (DS1)	$ 93.91		
Zone 1	$ 89.68		
Zone 2	$ 97.78		
Zone 3	$ 119.40		
4-Wire - Link	$ 36.27		
Zone 1	$ 32.62		
Zone 2	$ 39.46		
Zone 3	$ 58.93		
4-Wire - CO Facility Interface Connection	$ 15.15		
Entrance Facilities			
Voice Grade (2W)	$ 22.75		
Voice Grade (4W)	$ 45.49		
DS1	$ 152.57		
DS3	$ 1,865.32		
DS3 (w/o equip)	$ 733.47		
Multiplexing			
DS0/DS1	$ 259.83		
DS1/DS3	$ 292.69		
Digital Cross Connect System (DCS) - Multiplexing			
DS0/DS1 per channel	$ 10.83		
DS1/DS3 per channel	$ 10.45		

[1] These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

[2] Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

[3] The rates in this column apply to those UNEs for which an interim discount was adopted.

	Adopted UNE Price [1]	Interim Discount [2]	Interim UNE Price [3]
Switching			
Ports			
2-Wire Port	$ 2.72	69.4%	$ 0.83
Coin Port	$ 3.66	69.4%	$ 1.12
Centrex Port	$ 4.21	69.4%	$ 1.29
DID Port	$ 4.11	69.4%	$ 1.26
DID Number Block	$ 0.96	69.4%	$ 0.29
ISDN Port	$ 13.93	69.4%	$ 4.26
DS1	$ 20.63		
Switch Features			
Call Forwarding Variable	$ 0.52	69.4%	$ 0.16
Busy Call Forwarding	$ 0.51	69.4%	$ 0.16
Delayed Call Forwarding	$ 0.51	69.4%	$ 0.16
Call Waiting	$ 0.51	69.4%	$ 0.16
Three Way Calling	$ 0.52	69.4%	$ 0.16
Call Screen	$ 0.58	69.4%	$ 0.18
Message Waiting Indicator	$ 0.51	69.4%	$ 0.16
Repeat Dialing	$ 0.61	69.4%	$ 0.19
Call Return	$ 0.61	69.4%	$ 0.19
Call Forward Busy/Delay	$ 0.51	69.4%	$ 0.16
Speed Calling 8	$ 0.51	69.4%	$ 0.16
Speed Calling 30	$ 0.51	69.4%	$ 0.16
Intercom	$ 0.57	69.4%	$ 0.17
Intercom Plus	$ 0.57	69.4%	$ 0.17
Remote Access to Call Forwarding	$ 0.54	69.4%	$ 0.17
Direct Connect - Shared	$ 0.51	69.4%	$ 0.16
Direct Connect - Unshared	$ 0.51	69.4%	$ 0.16
Select Call Forwarding	$ 0.54	69.4%	$ 0.17
Call Trace	$ 0.52	69.4%	$ 0.16
Speed Call 6	$ 0.51	69.4%	$ 0.16
Call Restriction	$ 0.84	69.4%	$ 0.26
Distinctive Ringing	$ 0.51	69.4%	$ 0.16
Directed Call Pickup	$ 0.52	69.4%	$ 0.16
WATS Access per Port	$ 0.51	69.4%	$ 0.16
WATS Access per Group	$ 1.69	69.4%	$ 0.52
Caller I. D.	$ 0.68	69.4%	$ 0.21
Caller I. D. Blocking	$ 0.53	69.4%	$ 0.16
Call Hold	$ 0.51	69.4%	$ 0.16
Remote Call Forwarding	$ 0.92	69.4%	$ 0.28
Hunting	$ 0.26	69.4%	$ 0.08
DNCF	$ 0.95	69.4%	$ 0.29
Switch Usage			
Interoffice - Originating			
Setup per Attempt	$ 0.00572	69.4%	$ 0.00175
Holding Time Per MOU	$ 0.00179	69.4%	$ 0.00055
Interoffice - Terminating			
Setup per Call	$ 0.00678	69.4%	$ 0.00208
Holding Time Per MOU	$ 0.00181	69.4%	$ 0.00055

	Adopted UNE Price [1]	Interim Discount [2]	Interim UNE Price [3]
Intraoffice			
Setup per Call	$ 0.01299	69.4%	$ 0.00397
Holding Time Per MOU	$ 0.00350	69.4%	$ 0.00107
Tandem Switching (associated with Shared Transport)			
Setup per Attempt	$ 0.00074	79.3%	$ 0.00015
Setup per Completed Message	$ 0.00112	79.3%	$ 0.00023
Holding Time Per MOU	$ 0.00065	79.3%	$ 0.00013
Tandem Switching (originally called "Overflow")			
Setup per Attempt	$ 0.00546	79.3%	$ 0.00113
Setup per Completed Message	$ 0.00941	79.3%	$ 0.00195
Holding Time Per MOU	$ 0.00553	79.3%	$ 0.00114
Trunk Port Termination			
End Office Termination	$ 20.63	69.4%	$ 6.31
Tandem Termination	$ 140.03	79.3%	$ 28.99
Interoffice Transmission Facilities			
Switched Transport - Shared			
Fixed Mileage per MOU	$ 0.00120		
Variable Mileage per MOU per Mile	$ 0.00002		
Switched Transport - Shared - Overflow			
Fixed Mileage per MOU	$ 0.01084		
Variable Mileage per MOU per Mile	$ 0.00002		
Switched Transport - Common			
Fixed Mileage per MOU	$ 0.00127		
Variable Mileage per MOU per Mile	$ 0.00002		
Dedicated Transport - Voice Grade			
Fixed Mileage	$ 3.05		
Variable Mileage per Mile	$ 0.19		
Dedicated Transport - DS1			
Fixed Mileage	$ 32.15		
Variable Mileage per Mile	$ 1.87		
Dedicated Transport - DS 3			
Fixed Mileage	$ 375.36		
Variable Mileage per Mile	$ 36.32		
Expanded Interconnection Service Cross Connect (EISCC)			
Voice Grade/ISDN			
EISCC	$ 0.40		
Jack Panel	$ 1.68		
DS0			
EISCC	$ 25.20		
Jack Panel	$ 5.41		
DS1			
EISCC	$ 16.29		
Jack Panel	$ 2.35		
Repeater	$ 23.87		
DS3			
EISCC	$ 46.44		
Jack Panel	$ 26.20		
Repeater	$ 102.89		

		Adopted UNE Price [1]	Interim Discount [2]	Interim UNE Price [3]
White Page Listings				
CLEC Listing	$	0.36		
Operator Services				
Directory Assistance per call	$	0.36		
Operator Services per Work Second	$	0.03		
SS7				
STP Port	$	266.11		
SS7 Links				
Voice Grade				
Fixed Mileage	$	3.05		
Variable Mileage per Mile	$	0.19		
DS1				
Fixed Mileage	$	32.15		
Variable Mileage per Mile	$	1.87		
Unbundled Loops provided over DLC to an Entrant as a Digital Facility				
per Digital Facility	$	24.28		
per Voice Line Activated	$	5.65		
Data Base Query				
800 Database - per Query	$	0.00213		
Line Identifier Database (LIDB) - per Query	$	0.00252		
Dark Fiber				
Dark Fiber -Interoffice per strand	$	11.10		
Dark Fiber - Interoffice per foot	$	0.00017		
Dark Fiber Loop - CO to Customer Prem-per strand	$	10.98		
Dark Fiber Loop - CO to Customer, per foot	$	0.00011		
Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	$	10.98		
Dark Fiber Subloop - CO to CEV/Hut/RT per foot	$	0.00011		
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	$	10.98		
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	$	0.00011		
Dark Fiber Cross Connect - Interoffice	$	6.85		
Dark Fiber Cross Connect - Loop/Subloop	$	6.85		
Dark Fiber Cross Connect - Subloop	$	6.85		

(END OF APPENDIX A)

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$282.65	$136.01	$190.69	$0.00	$0.00	$0.00	$0.00	$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
CROSS CONNECT								
EISCC - BASIC VG/ISDN - INITIAL (CESAR/LEX - SIMPLE)	$2.11	$3.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - BASIC VG/ISDN - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	$2.11	$3.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	$2.11	$3.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	$2.11	$3.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	$2.11	$3.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	$4.12	$4.12	$0.00	$0.00	$81.47	$36.74	$0.00	$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$81.47	$36.74	$0.00	$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	$4.12	$4.12	$0.00	$0.00	$85.58	$36.93	$0.00	$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$85.58	$36.93	$0.00	$0.00

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Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	$72.59	$54.92	$57.54	$52.95	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	$45.66	$26.50	$28.80	$24.30	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	$4.12	$2.67	$2.33	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	$4.12	$2.67	$2.33	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	$72.59	$54.92	$57.54	$52.95	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	$45.66	$26.50	$28.80	$24.30	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	$4.12	$2.67	$2.33	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	$4.12	$2.67	$2.33	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	$57.47	$52.42	$52.99	$50.37	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	$30.24	$24.34	$24.92	$22.41	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.29	$2.70	$3.02	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	$2.94	$2.70	$3.02	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
FEATURES, IN ADDITION TO SELECTED PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	$3.29	$0.00	$47.31	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	$3.29	$0.00	$19.13	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX -	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SI	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	$3.29	$0.00	$47.31	$0.00	$21.63	$15.87	$21.63	$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	$3.29	$0.00	$19.13	$0.00	$21.63	$15.87	$21.63	$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$21.63	$15.87	$21.63	$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE	$3.29	$0.00	$47.31	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	$3.29	$0.00	$19.13	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SI	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	$3.29	$0.00	$47.31	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	$3.29	$0.00	$19.13	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	$3.29	$0.00	$47.31	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE	$3.29	$0.00	$19.13	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - S	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMF	$0.82	$0.00	$2.05	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES (IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - C(	$73.97	$45.66	$0.00	$43.19	$68.76	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COMI	$47.43	$19.13	$0.00	$15.02	$68.76	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	$0.74	$0.74	$0.00	$0.00	$68.76	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FA>	$5.76	$2.47	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX -	$5.76	$2.47	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZEL	$0.00	$0.00	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - C(	$73.97	$45.66	$0.00	$43.19	$68.38	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPL	$47.43	$19.13	$0.00	$15.02	$68.38	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	$0.74	$0.74	$0.00	$0.00	$68.38	$36.41	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FA>	$5.76	$2.47	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX -	$5.76	$2.47	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZEL	$0.00	$0.00	$0.00	$0.00	$58.31	$30.47	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	$73.97	$45.66	$0.00	$43.19	$63.09	$20.39	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	$47.43	$19.13	$0.00	$15.02	$63.09	$20.39	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	$0.74	$0.74	$0.00	$0.00	$63.09	$20.39	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPL	$5.76	$2.47	$0.00	$0.00	$40.72	$13.88	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLE	$5.76	$2.47	$0.00	$0.00	$40.72	$13.88	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$40.72	$13.88	$0.00	$0.00

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Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES (IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	$73.97	$48.96	$0.00	$43.19	$70.03	$44.51	$0.00	$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	$47.43	$22.62	$0.00	$15.02	$70.03	$44.51	$0.00	$0.00
DS1 - INITIAL (MECHANIZED)	$0.33	$0.33	$0.00	$0.00	$70.03	$44.51	$0.00	$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.76	$2.47	$0.00	$0.00	$59.39	$40.14	$0.00	$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.76	$2.47	$0.00	$0.00	$59.39	$40.14	$0.00	$0.00
DS1 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$59.39	$40.14	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	$73.97	$48.96	$0.00	$43.19	$116.83	$44.21	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	$47.43	$22.62	$0.00	$15.02	$116.83	$44.21	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	$0.33	$0.33	$0.00	$0.00	$116.83	$44.21	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLE	$5.76	$2.47	$0.00	$0.00	$75.85	$38.83	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.76	$2.47	$0.00	$0.00	$75.85	$38.83	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$75.85	$38.83	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	$73.97	$48.96	$0.00	$43.19	$70.26	$45.54	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	$47.43	$22.62	$0.00	$15.02	$70.26	$45.54	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	$0.33	$0.33	$0.00	$0.00	$70.26	$45.54	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPL	$5.76	$2.47	$0.00	$0.00	$59.39	$39.04	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLE)	$5.76	$2.47	$0.00	$0.00	$59.39	$39.04	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$59.39	$39.04	$0.00	$0.00
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	$73.97	$48.96	$0.00	$43.19	$22.22	$7.69	$0.00	$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	$47.43	$22.62	$0.00	$15.02	$22.22	$7.69	$0.00	$0.00
VOICE GRADE - INITIAL (MECHANIZED)	$0.33	$0.33	$0.00	$0.00	$22.22	$7.69	$0.00	$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.76	$2.47	$0.00	$0.00	$9.52	$5.11	$0.00	$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.76	$2.47	$0.00	$0.00	$9.52	$5.11	$0.00	$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$9.52	$5.11	$0.00	$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

LINK	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	$50.74	$53.98	$48.30	$29.32	$10.58	$11.59	$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	$35.68	$21.93	$24.40	$19.94	$29.32	$10.58	$11.59	$0.00
4 WIRE - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$29.32	$10.58	$11.59	$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$19.27	$7.55	$0.00	$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$19.27	$7.55	$0.00	$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$19.27	$7.55	$0.00	$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	$58.50	$49.76	$53.13	$48.22	$18.97	$8.68	$15.69	$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	$30.43	$21.38	$24.74	$19.91	$18.97	$8.68	$15.69	$0.00
ASSURED - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.97	$8.68	$15.69	$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.29	$1.88	$2.05	$0.00	$12.74	$5.85	$0.00	$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.29	$1.88	$2.05	$0.00	$12.74	$5.85	$0.00	$0.00
ASSURED - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.74	$5.85	$0.00	$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	$58.50	$49.76	$53.13	$48.22	$18.87	$8.71	$15.76	$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	$30.43	$21.38	$24.74	$19.91	$18.87	$8.71	$15.76	$0.00
BASIC - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.87	$8.71	$15.76	$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.29	$1.88	$2.05	$0.00	$12.88	$5.87	$0.00	$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.29	$1.88	$2.05	$0.00	$12.88	$5.87	$0.00	$0.00
BASIC - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.88	$5.87	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	$50.74	$53.98	$48.30	$106.35	$13.67	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	$35.68	$21.93	$24.40	$19.94	$106.35	$13.67	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$106.35	$13.67	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLE	$3.75	$3.70	$1.97	$0.00	$59.23	$10.91	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$59.23	$10.91	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$59.23	$10.91	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	$50.74	$53.98	$48.30	$110.38	$17.67	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	$35.68	$21.93	$24.40	$19.94	$110.38	$17.67	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$110.38	$17.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$62.03	$14.92	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$62.03	$14.92	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$62.03	$14.92	$0.00	$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	$50.74	$53.98	$48.30	$18.86	$8.71	$15.76	$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	$35.68	$21.93	$24.40	$19.94	$18.86	$8.71	$15.76	$0.00
ISDN LINK - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.86	$8.71	$15.76	$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$12.88	$5.78	$0.00	$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$12.88	$5.78	$0.00	$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.88	$5.78	$0.00	$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preodering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LOCAL SWITCHING CAPABILITY, SWITCHING PORT								
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	$52.42	$48.54	$48.54	$42.37	$7.95	$4.16	$0.04	$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	$24.24	$20.37	$20.77	$14.19	$7.95	$4.16	$0.04	$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.16	$7.95	$4.16	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	$2.05	$1.65	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	$2.05	$1.65	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$5.90	$2.02	$0.04	$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	$70.84	$48.54	$48.54	$42.37	$7.95	$4.16	$0.04	$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	$42.67	$20.37	$20.37	$11.52	$7.95	$4.16	$0.04	$0.00
CENTREX PORT - INITIAL (MECHANIZED)	$0.50	$0.50	$0.50	$0.50	$7.95	$4.16	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$5.90	$2.02	$0.04	$0.00
CENTREX SYSTEM ESTABLISH (NO SERVICE ORDER)	$0.00	$0.00	$0.00	$0.00	$27.17	$15.87	$27.17	$0.00
COIN PORT - INITIAL (MANUAL/FAX - SIMPLE)	$52.42	$48.54	$48.54	$42.37	$7.95	$4.16	$0.04	$0.00
COIN PORT - INITIAL (CESAR/LEX - SIMPLE)	$24.24	$20.37	$20.77	$14.19	$7.95	$4.16	$0.04	$0.00
COIN PORT - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.16	$7.95	$4.16	$0.04	$0.00
COIN PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	$2.05	$1.65	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
COIN PORT - ADDITIONAL (CESAR/LEX - SIMPLE)	$2.05	$1.65	$2.05	$0.00	$5.90	$2.02	$0.04	$0.00
COIN PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$5.90	$2.02	$0.04	$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	$70.84	$48.54	$48.54	$42.37	$28.18	$18.53	$0.00	$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	$42.67	$20.37	$20.37	$11.52	$28.18	$18.53	$0.00	$0.00
DID NBR BLOCK (MECHANIZED)	$0.50	$0.50	$0.50	$0.50	$28.18	$18.53	$0.00	$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	$70.84	$48.54	$48.54	$42.37	$20.37	$11.93	$0.04	$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	$42.67	$20.37	$20.37	$11.52	$20.37	$11.93	$0.04	$0.00
DID PORT - INITIAL (MECHANIZED)	$0.50	$0.50	$0.50	$0.50	$20.37	$11.93	$0.04	$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$9.67	$4.06	$0.04	$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$9.67	$4.06	$0.04	$0.00
DID PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$9.67	$4.06	$0.04	$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	$70.84	$48.54	$48.54	$42.37	$19.83	$11.89	$0.04	$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	$42.67	$20.37	$20.37	$11.52	$19.83	$11.89	$0.04	$0.00
ISDN PORT - INITIAL (MECHANIZED)	$0.50	$0.50	$0.50	$0.50	$19.83	$11.89	$0.04	$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$9.67	$4.06	$0.04	$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.05	$2.05	$2.05	$0.00	$9.67	$4.06	$0.04	$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$9.67	$4.06	$0.04	$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPL	$47.31	$0.00	$0.00	$0.00	$39.19	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLI	$18.03	$0.00	$0.00	$0.00	$39.19	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	$0.16	$0.00	$0.00	$0.00	$39.19	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/F. SIMPLE/COMPLEX)	$47.31	$0.00	$0.00	$0.00	$61.33	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX (SIMPLE/COMPLEX))	$18.03	$0.00	$0.00	$0.00	$61.33	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZI	$0.16	$0.00	$0.00	$0.00	$61.33	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANU SIMPLE/COMPLEX)	$0.00	$0.00	$0.00	$0.00	$15.26	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAF (SIMPLE/COMPLEX))	$0.00	$0.00	$0.00	$0.00	$15.26	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECH/	$0.00	$0.00	$0.00	$0.00	$15.26	$0.00	$0.00	$0.00
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	$35.68	$21.93	$24.40	$19.94	$167.45	$55.12	$0.00	$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	$42.67	$20.37	$20.37	$11.52	$125.41	$44.46	$0.00	$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/F/	$81.38	$54.71	$0.00	$45.66	$105.65	$31.79	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX	$55.66	$29.00	$0.00	$19.95	$105.65	$31.79	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZE	$0.50	$0.50	$0.00	$0.50	$105.65	$31.79	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANU. COMPLEX)	$3.29	$0.82	$0.00	$0.00	$81.51	$23.53	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR	$3.29	$0.82	$0.00	$0.00	$81.51	$23.53	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECH/	$0.00	$0.00	$0.00	$0.00	$81.51	$23.53	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAI COMPLEX)	$81.38	$54.71	$0.00	$45.66	$105.43	$30.74	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/I	$55.66	$29.00	$0.00	$19.95	$105.43	$30.74	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHAI	$0.50	$0.50	$0.00	$0.50	$105.43	$30.74	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	$3.29	$0.82	$0.00	$0.00	$80.17	$23.53	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	$3.29	$0.82	$0.00	$0.00	$80.17	$23.53	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$80.17	$23.53	$0.00	$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

(END OF APPENDIX B)

September 9, 2003

U 1001 C
Advice Letter No. 24090A

Public Utilities Commission of the State of California

On August 11, 2003, SBC California filed Advice Letter No. 24090 in compliance with Ordering Paragraph 2 of Decision 03-07-023

This supplement is now being issued to:

Delete the word "IDSL" after the Recurring Rate for the Digital - 1.544 MBPS (DS1) Link and add the word "IDSL" after ISDN Option in Appendix A, page 1.

Add an asterisk after "IDSL" and add a footnote at the bottom of the page to state "The IDSL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the ISDN Option rates" in Appendix A, page 1.

Delete the asterisks after the rates for Digital DS1 Copper - Initial (Manual/Fax-Complex), Digital DS1 Copper - Initial (Cesar/Fax-Complex); Digital DS1 Copper - Initial (Mechanized), Digital DS1 Copper - Additional (Manual/Fax-Complex) Digital DS1 Copper - Additional (Cesar/Fax-Complex); Digital DS1 Copper - Additional (Mechanized) in Appendix B, page 7.

Delete the footnote at the bottom of the page which states "** Includes 2-Wire Digital Loop ISDN/IDSL" in Appendix B, page 7.

Add two asterisks each after the rates for ISDN Link - Initial (Manual/Fax-Complex), ISDN Link - Initial (Cesar/Fax-Complex); ISDN Link - Initial (Mechanized), ISDN Link - Additional (Manual/Fax-Complex) ISDN Link - Additional (Cesar/Fax-Complex); ISDN Link - Additional (Mechanized) in Appendix B, page 7.

Add a footnote stating "**This rate also applies to 2-Wire Digital Loop ISDN/IDSL" to Appendix B, page 7.

Correct the amendment numbers for the following carriers:

AT&T Broadband	Amendment No. 4
Brooks Fiber Communications	Amendment No. 3
Creative Interconnect Communications, LLC	Amendment No. 8
ICG Telecom Group, Inc.	Amendment No. 11

In compliance with G.O. 96-A, copies of this supplement are being mailed to all LECs and to other interested parties requesting such notification. Also in compliance, we are mailing copies to parties on the service list for Resolution ALJ-181, R.93-04-003/I.93-04-002/R.95-04-043/I.95-04-044 (service list attached). We are also mailing a copy to each customer named in the Amendment (address list attached). In addition, we are sending an e-mail copy to parties as requested. This supplement with attachments may be viewed on SBC California's Web-Site https://net.sbc.com/calreg/. If there are any questions regarding distribution, call 415-542-3350.

Yours truly,

SBC California

(Signature on File)

Executive Director

Attachments

Appendix A
Adopted Rates

		Adopted UNE Price [1]	Interim Discount [2]	Interim UNE Price [3]
Link				
Basic or Assured Link (2-wire), xDSL	$	11.57	15.1%	$ 9.82
Zone 1	$	9.71	15.1%	$ 8.24
Zone 2	$	13.17	15.1%	$ 11.19
Zone 3	$	23.19	15.1%	$ 19.69
PBX Trunk Option	$	2.21		
Zone 1	$	2.26		
Zone 2	$	2.19		
Zone 3	$	1.89		
Coin Option	$	2.98		
Zone 1	$	3.04		
Zone 2	$	2.95		
Zone 3	$	2.54		
ISDN Option, IDSL *	$	4.51		
Zone 1	$	4.37		
Zone 2	$	4.73		
Zone 3	$	5.05		
Digital - 1.544 Mbps (DS1)	$	93.91		
Zone 1	$	89.68		
Zone 2	$	97.78		
Zone 3	$	119.40		
4-Wire - Link, xDSL	$	36.27		
Zone 1	$	32.62		
Zone 2	$	39.46		
Zone 3	$	58.93		
4-Wire - CO Facility Interface Connection	$	15.15		
Entrance Facilities				
Voice Grade (2W)	$	22.75		
Voice Grade (4W)	$	45.49		
DS1	$	152.57		
DS3	$	1,865.32		
DS3 (w/o equip)	$	733.47		
Multiplexing				
DS0/DS1	$	259.83		
DS1/DS3	$	292.69		
Digital Cross Connect System (DCS) - Multiplexing				
DS0/DS1 per channel	$	10.83		
DS1/DS3 per channel	$	10.45		

[1] These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

[2] Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

[3] The rates in this column apply to those UNEs for which an interim discount was adopted.

***The IDSL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the interim ISDN Option rates.**

Appendix B

Non-Recurring charges for SBC - Pacific*

LINK	Revised Service Order (Preordering, Ordering and Billing) Connect	Disconnect	Change	Record	Revised Channel Connection (Provisioning and Maintenance) Connect	Disconnect	Change	Record
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX), xDSL (4 wire)	$64.12	$50.74	$53.98	$48.30	$29.32	$10.58	$11.59	$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX), xDSL (4 wire)	$35.68	$21.93	$24.40	$19.94	$29.32	$10.58	$11.59	$0.00
4 WIRE - INITIAL (MECHANIZED), xDSL (4 wire)	$0.16	$0.16	$0.16	$0.00	$29.32	$10.58	$11.59	$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)xDSL 4W	$3.75	$3.70	$1.97	$0.00	$19.27	$7.55	$0.00	$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)xDSL 4W	$3.75	$3.70	$1.97	$0.00	$19.27	$7.55	$0.00	$0.00
4 WIRE - ADDITIONAL (MECHANIZED), xDSL (4 wire)	$0.00	$0.00	$0.00	$0.00	$19.27	$7.55	$0.00	$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	$58.50	$49.76	$53.13	$48.22	$18.97	$8.68	$15.69	$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	$30.43	$21.38	$24.74	$19.91	$18.97	$8.68	$15.69	$0.00
ASSURED - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.97	$8.68	$15.69	$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.29	$1.88	$2.05	$0.00	$12.74	$5.85	$0.00	$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.29	$1.88	$2.05	$0.00	$12.74	$5.85	$0.00	$0.00
ASSURED - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.74	$5.85	$0.00	$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE), xDSL (2 wire)	$58.50	$49.76	$53.13	$48.22	$18.87	$8.71	$15.76	$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE), xDSL (2 wire)	$30.43	$21.38	$24.74	$19.91	$18.87	$8.71	$15.76	$0.00
BASIC - INITIAL (MECHANIZED), xDSL (2 wire)	$0.16	$0.16	$0.16	$0.00	$18.87	$8.71	$15.76	$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE), xDSL 2W	$3.29	$1.88	$2.05	$0.00	$12.88	$5.87	$0.00	$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE), xDSL 2W	$3.29	$1.88	$2.05	$0.00	$12.88	$5.87	$0.00	$0.00
BASIC - ADDITIONAL (MECHANIZED), xDSL (2 wire)	$0.00	$0.00	$0.00	$0.00	$12.88	$5.87	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	$50.74	$53.98	$48.30	$106.35	$13.67	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	$35.68	$21.93	$24.40	$19.94	$106.35	$13.67	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$106.35	$13.67	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLE	$3.75	$3.70	$1.97	$0.00	$59.23	$10.91	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$59.23	$10.91	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$59.23	$10.91	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	$64.12	$50.74	$53.98	$48.30	$110.38	$17.67	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	$35.68	$21.93	$24.40	$19.94	$110.38	$17.67	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$110.38	$17.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$62.03	$14.92	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.75	$3.70	$1.97	$0.00	$62.03	$14.92	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$62.03	$14.92	$0.00	$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX) **	$64.12	$50.74	$53.98	$48.30	$18.86	$8.71	$15.76	$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)**	$35.68	$21.93	$24.40	$19.94	$18.86	$8.71	$15.76	$0.00
ISDN LINK - INITIAL (MECHANIZED)**	$0.16	$0.16	$0.16	$0.00	$18.86	$8.71	$15.76	$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX) **	$3.75	$3.70	$1.97	$0.00	$12.88	$5.78	$0.00	$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX) **	$3.75	$3.70	$1.97	$0.00	$12.88	$5.78	$0.00	$0.00
ISDN LINK - ADDITIONAL (MECHANIZED) **	$0.00	$0.00	$0.00	$0.00	$12.88	$5.78	$0.00	$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurance. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

** This rate also applies to 2-Wire Digital Loop ISDN / IDSL

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
U.S. TELEPACIFIC CORP.~~ORATION~~ D/B/A TELEPACIFIC COMMUNICATIONS~~, INC.~~

The Pacific Bell Telephone Company[1] d/b/a SBC California, as the Incumbent Local Exchange Carrier in California (hereafter, "ILEC " or "SBC California") and U.S. TelePacific Corp.~~oration~~ d/b/a TelePacific Communications~~, 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 ISP-Bound Traffic Reciprocal Compensation Amendment (Adopting FCC Interim Terminating Compensation Plan) ("Amendment"). CLEC and Independent are also referred to as a "LEC."

1. 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 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").

   1.3 This Amendment is intended to supersede 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 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. Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan

   2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic exchanged between the Parties on and after the Effective Date of this Amendment.

   2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic:

      2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound 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 ISP-bound Traffic at a rate of $.0007 per minute of use.

      2.2.3 Payment of Reciprocal Compensation on ISP-bound Traffic 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

[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 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 ILEC 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 This Amendment will be effective on August 1, 2003 (“Effective Date”), and will apply to all ISP-bound Traffic exchanged between ILEC and CARRIER on and after that date, contingent upon any necessary commission approval of the Amendment.

4.2 To the extent that compensation for intercarrier traffic on or after August 1, 2003 was already billed and/or paid prior to the time that the state commission approved this Amendment, the Parties agree to implement any adjustments, reimbursements, or other "true ups" necessary to make the rates and terms set forth in this Amendment effective for all traffic terminated on and after August 1, 2003.

4.3 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.

4.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4.5 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.

4.6 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 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: the United States Supreme Court’s opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit’s decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) (“USTA decision”); the FCC’s Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC’s Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). Neither this Amendment nor the fact of the Parties' having entered into this Amendment shall be construed as affecting either Party's rights under any change-of-law or similar provision in the Agreement, or any amendments thereto, or as creating an obligation on the part of. **SBC-13STATE** 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, including without limitation, any obligation on the part of **SBC-13STATE** to provide combinations (whether considered new or existing) or commingled arrangements involving **SBC-13STATE** network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes 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 this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by 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").In addition, to the extent this Agreement is in effect in Illinois, and to the extent applicable, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, **SBC ILLINOIS** shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and **SBC ILLINOIS** will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder. 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 (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this _____ day of _____, 2003, by SBC California, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

U.S. TelePacific Corp~~oration~~ d/b/a TelePacific Communications~~, Inc~~.	**Pacific Bell Telephone Company d/b/a SBC California by SBC Telecommunications, Inc., its authorized agent**
Signature: _____	Signature: _____
Name: _____ (Print or Type)	Name: _____ (Print or Type)
Title: _____ (Print or Type)	Title: *For/* President - Industry Markets
Date: _____	Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
U.S. TELEPACIFIC CORP.

WHEREAS, Pacific Bell Telephone Company d/b/a SBC California[1] ("SBC California") and U.S. TelePacific Corp. ("CLEC") (collectively, the "Parties") entered into an Interconnection Agreement which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on January 30, 2003, the California Public Utilities Commission ("Commission"), in Decision 03-01-077, established a non-interim monthly recurring price for the high frequency portion of the loop ("HFPL Rate") ("Decision"); and

WHEREAS, pursuant to the Commission's Decision, the effective date of the HFPL Rate was originally thirty (30) days from the effective date of the Decision ("Rate Effective Date"); and

WHEREAS, by letter dated February 26, 2003, the Commission granted SBC California an extension of time to comply with Ordering Paragraph 2 of the Decision (as to the implementation of the HFPL Rate on a prospective basis) until thirty (30) days from the time the Commission had acted on SBC California's then pending motion for stay,

WHEREAS, on or around February 1, 2003, SBC California applied the HFPL rate and provided refunds to eligible CLECs for the time period from on or around February 1, 2003 retroactive back to the date: (i) the CLEC's interim HFPL monthly recurring rate(s) with SBC California became effective between the Parties under their California Interconnection Agreement; or (ii) May 1, 2000, whichever was later; and

WHEREAS, the Commission stayed the Decision in D. 04-03-044 as to the implementation of the HFPL Rate on a prospective basis; and

WHEREAS, on May 7, 2004 the Commission issued D. 04-05-022, vacating the stay of the Decision with respect to the implementation of the HFPL Rate on a prospective basis; and

WHEREAS, this Amendment is to implement the HFPL Rate as to CLEC as of the time period from the later of: (i) on or around February 1, 2003 (to the extent CLEC had in effect interim HFPL monthly recurring rate(s) with SBC California under the Parties' California Interconnection Agreement on February 1, 2003); or (ii) the date CLEC incorporated into its Agreement an interim monthly recurring HFPL rate(s) ("Rate Effective Date")[2]; and

WHEREAS, the HFPL rate shall apply between the Parties on a prospective basis, subject to the terms and conditions set forth herein; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"); and

NOW THEREFORE the Parties agree as follows:

---

[1] Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement"), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions become effective between Pacific and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

(1) The interim HFPL monthly recurring rate(s) set forth in the underlying Agreement is hereby replaced and superseded with the following non-interim monthly recurring HFPL Rate established by the Commission in the Decision: $0.00.

(2) SBC California will make the appropriate billing adjustments to reflect the new HFPL Rate as of the Rate Effective Date; provided, however, the Parties agree that any billing adjustments and credits made in accordance with this Amendment do not represent adjustments for billing inaccuracies and are not subject to SBC California's obligations under the Service Performance Measurements and that performance measures and liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.

(3) The Parties agree that entering into this Amendment shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to the Decision including, without limitation, the non-interim $0.00 HFPL Rate established by the Commission and any Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review, appeal, or a stay of any the Decision and any other decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.

(4) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

(5) This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather, shall be coterminous with such Agreement.

(6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

(7) This Amendment shall be filed with and shall be subject to approval by the Commission.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
U.S. TELEPACIFIC CORP. D/B/A TELEPACIFIC COMMUNICATIONS

WHEREAS, Pacific Bell Telephone Company[1] d/b/a SBC California ("SBC California"), and U.S. TelePacific Corp. d/b/a TelePacific Communications ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("CPUC") issued D. 04-09-063 ("Decision") adopting final monthly recurring rates as set forth on Attachment 1 to this Amendment which are attached hereto and incorporated herein by this reference ("CPUC Rates"); and

WHEREAS, the CPUC Rates adopted in the Decision are effective as of September 23, 2004 ("Rate Effective Date"); and

WHEREAS, the Decision orders SBC California to file amendments to all interconnection agreements between itself and other carriers to replace existing rates in the Agreement with the final CPUC Rates set forth on Attachment 1 to this Amendment; and

WHEREAS, the Decision orders SBC California to make all billing adjustments necessary to reflect the CPUC Rates as set forth on Attachment 1 to this Amendment on SBC California's bills within sixty (60) days of the Rate Effective Date;

WHEREAS, pursuant to its prior decisions, D.02-05-042 and in D.02-09-052, the CPUC established certain interim monthly recurring rates; and

WHEREAS, pursuant to D.03-07-23, the CPUC modified certain UNE rates, including the interim monthly recurring rates effective as of September 19, 2002; and

WHEREAS, the Decision orders SBC California to adjust any interim monthly recurring rates CLEC was billed and paid to SBC California under its Agreement as a result of the CPUC's prior decisions in D.02-05-042, D.02-09-052 and D.03-07-23 ("Prior Decisions") to reflect the final CPUC Rates and calculate any billing adjustments within ninety (90) days of the Rate Effective Date; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.[2]

NOW, **THEREFORE**, the Parties agree as follows:

[1] Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

[2]Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

I. The recurring CPUC Rates set forth on Attachment 1 hereby replace and supersede the corresponding monthly recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on the Rate Effective Date.

II. All rates in the Agreement not changed by Attachment 1 remain unchanged. The Parties understand and agree that the rates in Attachment 1 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision.

III. In accordance with Ordering Paragraph 3 of the Decision, SBC California shall make all billing adjustments within 60 days from the Rate Effective Date necessary to ensure the Rate Effective Date is reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs VI and VII, below, all of its rights, remedies, and arguments with respect to the FCC's *Order and Notice of Proposed Rulemaking, In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 (rel. Aug. 20, 2004).

IV. In accordance with Ordering Paragraph 4 of the Decision, within 90 days of the Rate Effective Date, SBC California will calculate the appropriate billing adjustments owed to or by CLEC, if any, from the Rate Effective Date back to the dates of the Prior Decisions to replace any interim rates CLEC was billed and paid to SBC California under its Agreement.

V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

VIII. The Parties acknowledge and agree that each CPUC Rate set forth on Attachment 1 to this Amendment is legitimately related to the associated individual interconnection, network element and service arrangements contained in the Agreement, if any.

IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 2, where applicable).

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	New Monthly Rate
This Pricing Appendix contains certain recurring rates established with final rates in D. 04-09-063.				
NETWORK ELEMENTS				
NETWORK INTERFACE DEVICE (NID)		**NETWORK INTERFACE DEVICE (NID)**		
LOOPS		**LINKS**		
2-Wire Analog Zone 1	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	$ 9.64
2-Wire Analog Zone 2	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	$ 13.01
2-Wire Analog Zone 3	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	$ 26.87
2-Wire Analog Statewide /1/	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	$ 11.93
4-Wire Analog Zone 1	LK4WA	4-Wire Link	/2/	$ 20.49
4-Wire Analog Zone 2	LK4WA	4-Wire Link	/2/	$ 24.79
4-Wire Analog Zone 3	LK4WA	4-Wire Link	/2/	$ 37.02
4-Wire Analog Statewide /1/	LK4WA	4-Wire Link	/2/	$ 22.79
4-Wire - CO Facility Interface Connection	3F74X	4-Wire - CO Facility Interface Connection	/2/	$3.11
2-wire Digital Zone 1	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	$ 10.15
2-wire Digital Zone 2	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	$ 13.56
2-wire Digital Zone 3	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	$ 27.46
2-wire Digital Statewide /1/	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	$12.46
4-wire Digital (DS1) Zone 1	LKC4W	Digital 1.544 MBPS DS-1	/2/	$ 49.49
4-wire Digital (DS1) Zone 2	LKC4W	Digital 1.544 MBPS DS-1	/2/	$ 64.25
4-wire Digital (DS1) Zone 3	LKC4W	Digital 1.544 MBPS DS-1	/2/	$ 104.49
4-wire Digital (DS1) Statewide /1/	LKC4W	Digital 1.544 MBPS DS-1	/2/	$ 57.42
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	$ 1.15
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	$ 1.12
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	$ 0.96
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	$ 1.13
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	LKDBO/LKDTO	Coin Loop Option	/2/	$ 0.61
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	LKDBO/LKDTO	Coin Loop Option	/2/	$ 0.59
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	LKDBO/LKDTO	Coin Loop Option	/2/	$ 0.51
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKDBO/LKDTO	Coin Loop Option	/2/	$ 0.60
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	See 2 wire digital	ISDN Loop Option	/2/	$ 0.51
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	See 2 wire digital	ISDN Loop Option	/2/	$ 0.55
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	See 2 wire digital	ISDN Loop Option	/2/	$ 0.59
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	See 2 wire digital	ISDN Loop Option	/2/	$ 0.53
IDSL Capable Loop Option				
Zone 1		Basic - 2 Wire + ISDN Option	/2/	$10.15
Zone 2		Basic - 2 Wire + ISDN Option	/2/	$13.56
Zone 3		Basic - 2 Wire + ISDN Option	/2/	$27.46
Statewide		Basic - 2 Wire + ISDN Option	/2/	$12.46
DSL Capable Loops:				
2-Wire xDSL Loop				
PSD #1 - 2-Wire xDSL Loop Zone 1	2SLAX	NA	/2/	$ 9.64
PSD #1 - 2-Wire xDSL Loop Zone 2	2SLAX	NA	/2/	$ 13.01
PSD #1 - 2-Wire xDSL Loop Zone 3	2SLAX	NA	/2/	$ 26.87
PSD #1 - 2-Wire xDSL Loop Statewide /1/	2SLAX	NA	/2/	$ 11.93
PSD #2 - 2-Wire xDSL Loop Zone 1	2SLBX	NA	/2/	$ 9.64
PSD #2 - 2-Wire xDSL Loop Zone 2	2SLBX	NA	/2/	$ 13.01
PSD #2 - 2-Wire xDSL Loop Zone 3	2SLBX	NA	/2/	$ 26.87
PSD #2 - 2-Wire xDSL Loop Statewide /1/	2SLBX	NA	/2/	$ 11.93
PSD #3 - 2-Wire xDSL Loop Zone 1	2SLCX	NA	/2/	$ 9.64
PSD #3 - 2-Wire xDSL Loop Zone 2	2SLCX	NA	/2/	$ 13.01
PSD #3 - 2-Wire xDSL Loop Zone 3	2SLCX	NA	/2/	$ 26.87
PSD #3 - 2-Wire xDSL Loop Statewide /1/	2SLCX	NA	/2/	$ 11.93
PSD #4 - 2-Wire xDSL Loop Zone 1	2SLDX	NA	/2/	$ 9.64
PSD #4 - 2-Wire xDSL Loop Zone 2	2SLDX	NA	/2/	$ 13.01
PSD #4 - 2-Wire xDSL Loop Zone 3	2SLDX	NA	/2/	$ 26.87
PSD #4 - 2-Wire xDSL Loop Statewide /1/	2SLDX	NA	/2/	$ 11.93
PSD #5 - 2-Wire xDSL Loop Zone 1	U2F	NA	/2/	$ 9.64
PSD #5 - 2-Wire xDSL Loop Zone 2	U2F	NA	/2/	$ 13.01
PSD #5 - 2-Wire xDSL Loop Zone 3	U2F	NA	/2/	$ 26.87
PSD #5 - 2-Wire xDSL Loop Statewide /1/	U2F	NA	/2/	$ 11.93
PSD #7 - 2-Wire xDSL Loop Zone 1	2SLFX	NA	/2/	$ 9.64
PSD #7 - 2-Wire xDSL Loop Zone 2	2SLFX	NA	/2/	$ 13.01
PSD #7 - 2-Wire xDSL Loop Zone 3	2SLFX	NA	/2/	$ 26.87
PSD #7 - 2-Wire xDSL Loop Statewide /1/	2SLFX	NA	/2/	$ 11.93
4-Wire xDSL Loop				
PSD #3 - 4-Wire xDSL Loop Zone 1	4SL1X	NA	/2/	$ 20.49
PSD #3 - 4-Wire xDSL Loop Zone 2	4SL1X	NA	/2/	$ 24.79
PSD #3 - 4-Wire xDSL Loop Zone 3	4SL1X	NA	/2/	$ 37.02

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

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	New Monthly Rate
PSD #3 - 4-Wire xDSL Loop Statewide /1/	4SL1X	NA	/2/	$ 22.79
LOCAL SWITCHING CAPABILITY		**Local Switching Capability**		
Ports		**Ports**		
Analog Line Port/Basic Port/without loop	URA3X, URA4X, URA5X	2- Wire Ports	/2/	$ 3.35
	URB3X, URB4X, URB5X		/2/	
	UBA3X, UBA4X,UBA5X		/2/	
	UBB3X, UBB4X, UBB5X		/2/	
	6DCBX,6DBRX		/2/	
	8DCBX, 8DBRX			
Analog Line Port/Basic Port/with loop	URA1S,URA2S, URB1S,			$ 3.35
	URB2S, UBA1S,UBA2S,			
	UBB1S, UBB2S, URA1J,			
	URA2J, URB1J, URB2J,			
	UBA1J, UBA2J, UBB1J,			
	UBB2J			
	JDCBX, JDCRX			
	YDCBX,YDCRX			
	SU1WA, SU1WB, SU2WA, SU2WB			
	SUOWA, SUOWB, UAC1B, UAC1K			
	UAC2B, UAC2K, UAO1B, UAO1K			
	UAO2B, UAO2K, UAW1B, UAW1K			
	UAW2B, UAW2K, UDC1B, UDC1K			
	UDC2B, UDC2K, UDO1B, UDO1K			
	UDO2B, UDO2K, UDW1B, UDW1K			
	UDW2B, UDW2K			
Centrex Simultaneous Ring One Number (CSR ON)	**S3S1X**		/2/	**$0.0000**
Centrex Simultaneous Ring Regular	**S3M**		/2/	**$0.0000**
			/2/	
Centrex Port	AEPRT	Centrex Port	/2/	$ 3.35
Analog DID Trunk Port	KUA13X, UD13X, UA11B	DID Port		$ 6.28
	UA11K, UA12B, UA12K			
	UD11B, UD11K, UD12B			
	UD12K			
ISDN BRI Port	CN2BQ/CN3BQ	ISDN Port	/2/	$ 5.12
Trunk Port DS1-Port	DPORT	Trunk Port Termination		$ 135.92
Vertical Features		**Switch Features**		
Call Forwarding Variable	ESM	Call Forwarding Variable	/2/	**$0.0000**
Busy Call Forwarding	EVB	Busy Call Forwarding	/2/	**$0.0000**
Delayed Call Forwarding	EVD	Delayed Call Forwarding	/2/	**$0.0000**
Call Waiting	ESX	Call Waiting	/2/	**$0.0000**
Three Way Calling	ESC	Three Way Calling	/2/	**$0.0000**
Call Screen	CCB	Call Screen	/2/	**$0.0000**
Message Waiting Indicator	MW1	Message Waiting Indicator	/2/	**$0.0000**
Repeat Dialing	CRP	Repeat Dialing	/2/	**$0.0000**
Call Return	CCR	Call Return	/2/	**$0.0000**
Call Forwarding Busy/delay	EVE	Call Forwarding Busy/delay	/2/	**$0.0000**
Remote Call Forwarding		Remote Call Forwarding	/2/	**$0.0000**
Speed Calling 8	ESL	Speed Calling 8	/2/	**$0.0000**
Speed Calling 30	ESF	Speed Calling 30	/2/	**$0.0000**
Intercom		Intercom	/2/	**$0.0000**
Intercom Plus	HMP	Intercom Plus	/2/	**$0.0000**
Remote Access to Call Fwding	RAF	Remote Access to Call Fwding	/2/	**$0.0000**
Select Call Forward	CSF	Select Call Forward	/2/	**$0.0000**
Direct -Shared	ESLDC	Direct -Shared	/2/	**$0.0000**
Direct -Unshared	ESLDC	Direct -Unshared	/2/	**$0.0000**
Call Trace	CALTR	Call Trace	/2/	**$0.0000**
Speed Call 6		Speed Call 6	/2/	**$0.0000**
Call Restriction		Call Restriction	/2/	**$0.0000**
Distinctive Ringing		Distinctive Ringing	/2/	**$0.0000**
Directed Call Pickup		Directed Call Pickup	/2/	**$0.0000**
WATS Access per Port		WATS Access per Port	/2/	**$0.0000**
WATS Access per Group		WATS Access per Group	/2/	**$0.0000**
Caller ID	CNM	Caller ID	/2/	**$0.0000**
Caller ID Blocking	CNMBK	Caller ID Blocking	/2/	**$0.0000**
Caller Hold		Caller Hold	/2/	**$0.0000**
DNCF		DNCF	/2/	**$0.0000**
Call Waiting ID	NWL	Call Waiting ID	/2/	**$0.0000**
Anonymous Call Rejection	CRE	Anonymous Call Rejection	/2/	**$0.0000**
Call Transfer Disconnect - Restricted	FG3RE	Call Transfer Disconnect	/2/	**$0.0000**
Call Transfer Disconnect - Unrestricted	FG3UN	Call Transfer Disconnect	/2/	**$0.0000**
Basic Port/Analog Line Port Features per feature (per port)		**Switch Features**		
Hunting	HUNTG	Hunting	/2/	**$0.0000**

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

	GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	New Monthly Rate
	Centrex-Like Features				
	Automatic Callback	SAK	NA	/2/	**$0.0000**
	Call Forwarding Variable	ESMCS	NA	/2/	**$0.0000**
	Call Forwarding BusyLine	E6GUR	NA	/2/	**$0.0000**
	Call Forwarding Don't Answer	E9GUR	NA	/2/	**$0.0000**
	Call Hold	EAB	NA	/2/	**$0.0000**
	Call Pick-up (Group and Station)	E3N	NA	/2/	**$0.0000**
	Call Waiting - Intragroup	E6N	NA	/2/	**$0.0000**
	Call Waiting - Originating	ESZ	NA	/2/	**$0.0000**
	Call Waiting - Incoming	E6CCS	NA	/2/	**$0.0000**
	Caller ID	CALTA, CALID	NA	/2/	**$0.0000**
	Caller ID Blocking	CNMCS	NA	/2/	**$0.0000**
	Conferencing - Station Controlled - Large	CCS, CCSLG	NA	/2/	**$0.0000**
	Conferencing - Station Controlled - Small	DMS6P, EAN, EAS, SWC, SWCLN	NA	/2/	**$0.0000**
	Directed Call Pick-up - Group - Barge-In	DMABG	NA	/2/	**$0.0000**
	Directed Call Pick-up - Group - Non-Barge-In	DPG, DMA1E	NA	/2/	**$0.0000**
	Distinctive Ringing and Call Waiting Tone	BRT, CCN, DRR, ODT	NA	/2/	**$0.0000**
	Message Waiting Indicator - Stutter DT	EWS,	NA	/2/	**$0.0000**
	Remote Access to Call Forwarding	RAFCA	NA	/2/	**$0.0000**
	Call Transfer - DID to DOD	DDT	NA	/2/	**$0.0000**
	Speed Calling - Individiual (6 or 8)	E3G	NA	/2/	**$0.0000**
	Speed Calling - Individiual (30)	32G	NA	/2/	**$0.0000**
	Speed Calling - Group (30)	ESHC3	NA	/2/	**$0.0000**
	Local Switching		**Switch Usage**		
	Interoffice -Originating		**Interoffice -Originating**		
	Setup per Call		Setup per Call	/2/	**$0.0000**
	Holding Time per MOU		Holding term per MOU	/2/	**$0.0000**
	Interoffice - Terminating		**Interoffice - Terminating**		
	Setup per Call		Setup per Call	/2/	**$0.0000**
	Holding Time per MOU		Holding term per MOU	/2/	**$0.0000**
	Intraoffice		**Intraoffice**		
	Setup per Call		setup per completed message	/2/	**$0.0000**
	Holding Time per MOU		Holding term per MOU	/2/	**$0.0000**
	Tandem Switching		**Tandem Switching - Shared transport**		
	Setup per Call		Setup per attempt	/2/	**$ 0.000461**
	Setup per Completed Message		Setup per Completed Message	/2/	**$ 0.000179**
	Holding Time per MOU		Holding term per MOU	/2/	**$ 0.000461**
	TRUNK PORT TERMINATION		**TRUNK PORT TERMINATION**		
	End Office Dedicated DS-1 Port	EPORT	End Office Termination	/2/	**$ 142.73**
	Tandem Dedicated DS1-Port	TPORT	Tandem Termination	/2/	**$0.00**
	Entrance Facilities				
	DS-3 w/o equip				**$145.94**
	Interoffice Transport		**Dedicated Transport**		
	Voice Grade		Fixed Mileage	/2/	**$4.60**
			Variable Mileage per Mile	/2/	**$0.010000**
	DS-1				
	Fixed Mileage	1L5UB	Fixed Mileage	/2/	**$34.05**
	Variable Mileage		Variable Mileage per Mile	/2/	**$0.250000**
	DS-3	1L5UB	Dedicated Transport DS-3		
	Fixed Mileage		Fixed Mileage	/2/	**$483.95**
	Variable Mileage		Variable Mileage per Mile	/2/	**$4.89**
	SS7	**SIGNALING SYSTEM 7**			
	SS7 Link	SS7 Link		/2/	**$4.60**
	Link Mileage	N/A		/2/	**$0.01**
	INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				
	End Office Local Termination - Interoffice Terminating				
	Set up charge, per call			/2/	**$ 0.001472**
	Duration charge, per MOU			/2/	**$ 0.001382**
	Tandem Switching - Shared Transport				
	Setup per Call			/2/	**$ 0.000461**
	Setup per Completed Message			/2/	**$ 0.001562**
	Holding Time per MOU			/2/	**$ 0.000461**
/1/	**CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates**				
	based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant				

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

				Notes	New Monthly Rate
	GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY		
	to D. 02-02-047. ***CLECs may not use both rate structures.***				
/2/	The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.				

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

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, Pacific Bell Telephone Company[1] d/b/a SBC California ("SBC California"), and CLEC ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Network Elements by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the non-recurring Network Element costs and removing 13% from the expense portion of the monthly recurring Network Element costs;

WHEREAS, on July 10, 2003 the Commission issued D. 03-07-023 implementing the recurring and nonrecurring Network Element rate changes adopted in D. 02-09-049 for certain Network Elements and which, pursuant to the Decision, were deemed to have become effective on September 19, 2002;

WHEREAS, on September 23, 2004, the Commission issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates;

WHEREAS, the retroactive application of the rate changes was stayed pending resolution of the actual adjustment amount;

WHEREAS, on February 4, 2005, the FCC issued its Order on Remand[2] ("TRO Remand Order") holding among other things that an ILEC is not required to provide access to local circuit switching on an unbundled basis to requesting CLEC for the purpose of serving end-user customers using DSO capacity loops (mass market unbundled local circuit switching" or Mass Market ULS"), and that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs;

WHEREAS, the TRO Remand Order further held that as to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, ILECs shall continue to provide access to CLEC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement**,** upon the earlier of (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P; CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or March 11, 2006 ;

WHEREAS, during such transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar;

WHEREAS, the FCC in its TRO Remand Order also held that effective March 11, 2005, CLEC is not permitted to obtain certain new unbundled high-capacity loop and dedicated transport elements, either alone or in combination, including Dark Fiber Loops; DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable; DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable and Dark Fiber Loops and Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv) ("Affected Loop and Transport Elements");

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[1] Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

[2] Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

WHEREAS, as to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC California will continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of: (a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Element(s); (b) CLEC's transition of an Affected Element(s) to an alternative arrangement; or (c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport);

WHEREAS, during such transitional period of time the pricing for the Affected Loop-Transport Elements shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus 15*;

WHEREAS, the transition prices for Mass Market ULS/UNE-P and the Affected Loop-Transport Elements are effective March 11, 2005 and shall be herein referred to as the "FCC Rates";

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") reducing on a prospective basis, the shared and common cost markup percentage from 21% to 19% of the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements ("CPUC Rates");

WHEREAS, the CPUC Rates adopted in the Decision are effective as of March 17, 2005;

WHEREAS, within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments necessary to reflect the CPUC Rates and FCC Rates set forth on Attachments 1 and 2 to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.[3]

NOW, **THEREFORE**, the Parties agree as follows:

The recurring and non-recurring CPUC Rates and FCC Rates set forth on Attachments 1 and 2, which are incorporated into this Amendment by this reference hereby replace and supersede the corresponding monthly recurring and non-recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on March 17, 2005; the FCC Rates are effective on March 11, 2005 ("Rate Effective Dates").

I. All rates in the Agreement not changed by Attachments 1 and 2 remain unchanged. The Parties understand and agree that the rates in Attachments 1and 2 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision and the TRO Remand Order.

II. Within ninety (90) days of the March 17, 2005, SBC California will make all billing system adjustments for those CPUC Rates and FCC Rates in Attachments 1 and 2 necessary to ensure the Rate Effective Dates are is reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs IV and V, below, all of its rights, remedies, and arguments with respect to the FCC's Order on Remand (FCC 04-290), *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 ("TRO Remand Order") (rel. Feb. 4, 2005).

[3]Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

III. To the extent the parties have agreed to any rate(s) in their underlying Agreement that differ(s) from the rates in D. 03-07-023 and D. 04-09-063, the rate(s)) set forth in the Agreement shall continue to apply without change.

IV. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments 1 and 2 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

V. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

VI. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

VII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

VIII. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date.

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional "@" Refer to the Non-Recurring Price Sheet for Rates
This Pricing Appendix contains certain recurring and some non-recurring rates established with final rates in D. 05-03-026.				
NETWORK ELEMENTS				
NETWORK INTERFACE DEVICE (NID)				
NID Interface		NRO	@	@
NID Premise Visit		NRO	@	@
LOOPS				
2-Wire Analog Zone 1	/2/	$ 9.48	@	@
2-Wire Analog Zone 2	/2/	$ 12.79	@	@
2-Wire Analog Zone 3	/2/	$ 26.43	@	@
2-Wire Analog Statewide /1/	/2/	$ 11.73	@	@
4-Wire Analog Zone 1	/2/	$ 20.15	@	@
4-Wire Analog Zone 2	/2/	$ 24.38	@	@
4-Wire Analog Zone 3	/2/	$ 36.41	@	@
4-Wire Analog Statewide /1/	/2/	$ 22.41	@	@
4-Wire - CO Facility Interface Connection	/2/	$3.06	@	@
2-wire Digital Zone 1	/2/	$ 9.98	@	@
2-wire Digital Zone 2	/2/	$ 13.34	@	@
2-wire Digital Zone 3	/2/	$ 27.01	@	@
2-wire Digital Statewide /1/	/2/	$ 12.25	@	@
4-wire Digital (DS1) Zone 1	/2/, /3/	$ 48.67	@	@
4-wire Digital (DS1) Zone 2	/2/, /3/	$ 63.19	@	@
4-wire Digital (DS1) Zone 3	/2/, /3/	$ 102.76	@	@
4-wire Digital (DS1) Statewide /1/	/2/, /3/	$ 56.47	@	@
Digital - DS3 Loop Zone 1	/2/, /3/	$ 474.73	@	@
Digital - DS3 Loop Zone 2	/2/, /3/	$ 702.79	@	@
Digital - DS3 Loop Zone 3	/2/, /3/	$ 1,388.30	@	@
Digital - DS3 Loop Statewide /1/	/2/, /3/	$ 563.73	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	/2/	$ 1.13	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	/2/	$ 1.10	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	/2/	$ 0.94	@	@
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	/2/	$ 1.11	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	/2/	$ 0.60	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	/2/	$ 0.58	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	/2/	$ 0.50	@	@
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	/2/	$ 0.59	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	/2/	$ 0.50	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	/2/	$ 0.54	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	/2/	$ 0.58	@	@
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	/2/	$ 0.52	@	@
IDSL Capable Loop Option				
Zone 1	/2/	$ 9.98	@	@
Zone 2	/2/	$ 13.34	@	@
Zone 3	/2/	$ 27.01	@	@
Statewide /1/	/2/	$ 12.25	@	@
DSL Capable Loops				
2-Wire xDSL Loop				
PSD #1 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@
PSD #1 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@
PSD #2 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@
PSD #3 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional "@" Refer to the Non-Recurring Price Sheet for Rates
PSD #4 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
PSD #5 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #5 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@
PSD #5 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1	/2/	$ 9.48	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2	/2/	$ 12.79	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3	/2/	$ 26.43	@	@
PSD #7 - 2-Wire xDSL Loop Statewide /1/	/2/	$ 11.73	@	@
4-Wire xDSL Loop				
PSD #3 - 4-Wire xDSL Loop Zone 1	/2/	$ 20.15	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2	/2/	$ 24.38	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3	/2/	$ 36.41	@	@
PSD #3 - 4-Wire xDSL Loop Statewide /1/	/2/	$ 22.41	@	@
LOCAL SWITCHING CAPABILITY				
Ports				
Analog Line Port/Basic Port/without loop	/2/	$ 4.29	@	@
Analog Line Port/Basic Port/with loop	/2/	$ 4.29	@	@
Coin Port	/2/	$ 4.29	@	@
Centrex Port	/2/	$ 4.29	@	@
Analog DID Trunk Port	/2/	$ 7.18	@	@
DID Number Block	/2/	$ 0.94		
ISDN BRI Port	/2/	$ 6.04	@	@
Trunk Port DS1-Port	/2/	$ 133.67	@	@
Vertical Features				
Call Forwarding Variable	/2/	$0.0000	@	@
Busy Call Forwarding	/2/	$0.0000	@	@
Delayed Call Forwarding	/2/	$0.0000	@	@
Call Waiting	/2/	$0.0000	@	@
Three Way Calling	/2/	$0.0000	@	@
Call Screen	/2/	$0.0000	@	@
Message Waiting Indicator	/2/	$0.0000	@	@
Repeat Dialing	/2/	$0.0000	@	@
Call Return	/2/	$0.0000	@	@
Call Forwarding Busy/delay	/2/	$0.0000	@	@
Remote Call Forwarding	/2/	$0.0000	@	@
Speed Calling 8	/2/	$0.0000	@	@
Speed Calling 30	/2/	$0.0000	@	@
Intercom	/2/	$0.0000	@	@
Intercom Plus	/2/	$0.0000	@	@
Remote Access to Call Fwding	/2/	$0.0000	@	@
Select Call Forward	/2/	$0.0000	@	@
Direct -Shared	/2/	$0.0000	@	@
Direct -Unshared	/2/	$0.0000	@	@
Call Trace	/2/	$0.0000	@	@
Speed Call 6	/2/	$0.0000	@	@
Call Restriction	/2/	$0.0000	@	@
Distinctive Ringing	/2/	$0.0000	@	@
Directed Call Pickup	/2/	$0.0000	@	@
WATS Access per Port	/2/	$0.0000	@	@
WATS Access per Group	/2/	$0.0000	@	@
Caller ID	/2/	$0.0000	@	@
Caller ID Blocking	/2/	$0.0000	@	@
Caller Hold	/2/	$0.0000	@	@
DNCF	/2/	$0.0000	@	@
Call Waiting ID	/2/	$0.0000	@	@
Anonymous Call Rejection	/2/	$0.0000	@	@
Call Transfer Disconnect - Restricted	/2/	$0.0000	@	@
Call Transfer Disconnect - Unrestricted	/2/	$0.0000	@	@
Basic Port/Analog Line Port Features per feature (per port)				
Hunting	/2/	$0.0000	@	@
Centrex-Like Features				
Automatic Callback	/2/	$0.0000	@	@
Call Forwarding Variable	/2/	$0.0000	@	@
Call Forwarding BusyLine	/2/	$0.0000	@	@
Call Forwarding Don't Answer	/2/	$0.0000	@	@
Call Hold	/2/	$0.0000	@	@
Call Pick-up (Group and Station)	/2/	$0.0000	@	@
Call Waiting - Intragroup	/2/	$0.0000	@	@
Call Waiting - Originating	/2/	$0.0000	@	@

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional "@" Refer to the Non-Recurring Price Sheet for Rates
Call Waiting - Incoming	/2/	$0.0000	@	@
Caller ID	/2/	$0.0000	@	@
Caller ID Blocking	/2/	$0.0000	@	@
Conferencing - Station Controlled - Large	/2/	$0.0000	@	@
Conferencing - Station Controlled - Small	/2/	$0.0000	@	@
Directed Call Pick-up - Group - Barge-In	/2/	$0.0000	@	@
Directed Call Pick-up - Group - Non-Barge-In	/2/	$0.0000	@	@
Distinctive Ringing and Call Waiting Tone	/2/	$0.0000	@	@
Message Waiting Indicator - Stutter DT	/2/	$0.0000	@	@
Remote Access to Call Forwarding	/2/	$0.0000	@	@
Call Transfer - DID to DOD	/2/	$0.0000	@	@
Speed Calling - Individiual (6 or 8)	/2/	$0.0000	@	@
Speed Calling - Individiual (30)	/2/	$0.0000	@	@
Speed Calling - Group (30)	/2/	$0.0000	@	@
Centrex Simultaneous Ring One Number (CSR ON)	/2/	$0.0000	@	@
Centrex Simultaneous Ring Regular	/2/	$0.0000	@	@
Local Switching				
Interoffice -Originating				
Setup per Call	/2/	$0.0000		
Holding Time per MOU	/2/	$0.0000		
Interoffice - Terminating				
Setup per Call	/2/	$0.0000		
Holding Time per MOU	/2/	$0.0000		
Intraoffice				
Setup per Call	/2/	$0.0000		
Holding Time per MOU	/2/	$0.0000		
Tandem Switching				
Setup per Call	/2/	$ 0.000453		
Setup per Completed Message	/2/	$ 0.000176		
Holding Time per MOU	/2/	$ 0.000453		
TRUNK PORT TERMINATION				
End Office Dedicated DS-1 Port	/2/	$ 140.37	@	@
Tandem Dedicated DS1-Port	/2/	$0.00	@	@
Interoffice Transmission Facility				
Shared Transport				
Fixed Mileage	/2/	$0.001182		
Variable Mileage	/2/	$0.000021		
Switched Transport - Shared Overflow				
Fixed Mileage	/2/	$0.010665		
Variable Mileage	/2/	$0.000021		
Switched Transport - Common				
Fixed Mileage	/2/	$0.001251		
Variable Mileage	/2/	$0.000021		
Unbundled Loops provided over DLC to an Entrant as a Digital Facility				
Per Digital Facility	/2/	$ 23.88	@	@
Per Voice Line Activated	/2/	$ 5.56	@	@
Entrance Facilities				
Voice Grade (2W)	/2/	$ 22.37	@	@
Voice Grade (4W)	/2/	$ 44.84	@	@
DS1	/2/	$ 150.05	@	@
DS3 w/equipment	/2/	$ 1,834.49	@	@
DS-3 w/o equip	/2/	$ 143.53	@	@
Expanded Interconnection Service Cross Connect (EISCC)				
Basic/Voice Grade/ISDN				
EISCC	/2/	$0.40	@	@
Jack Panel	/2/	$1.65	@	@
DS0				
EISCC	/2/	$24.78	@	@
Jack Panel	/2/	$5.32	@	@
DS1				
EISCC	/2/, /3/, /4/	$16.02	@	@
Jack Panel	/2/	$2.31	@	@
Repeater	/2/	$23.47	@	@
DS3				
EISCC	/2/, /3/, /4/	$45.68	@	@

Pacific Bell Telephone Co
Monthly Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Monthly Rate	NRC Initial "@" Refer to the Non-Recurring Price Sheet for Rates	NRC Additional "@" Refer to the Non-Recurring Price Sheet for Rates
Jack Panel	/2/	$25.77	@	@
Repeater	/2/	$101.19	@	@
Dark Fiber				
Dark Fiber - Interoffice per strand	/2/, /4/, /5/	$10.92	$ 1,678.32	$ 1,678.32
Dark Fiber - Interoffice per foot	/2/, /4/, /5/	$0.000167	N/A	N/A
Dark Fiber Loop - CO to Customer Prem, per strand	/2/, /5/	$10.80	$ 927.33	$ 927.33
Dark Fiber Loop - CO to Customer, per foot	/2/, /5/	$0.000108	N/A	N/A
Dark Fiber Cross Connect - Interoffice	/2/, /4/, /5/	$6.74	$ 126.59	$ 126.59
Dark Fiber Cross Connect - Loop	/2/, /5/	$6.74	$ 70.29	$ 70.29
Dark Fiber - Loop Inquiry	/2/		$ 131.60	$ 131.60
Dark Fiber - Interoffice Inquiry	/2/		$ 371.80	$ 371.80
Interoffice Transport				
Voice Grade				
Fixed Mileage	/2/	$ 4.52	@	@
Variable Mileage	/2/	$ 0.01	@	@
DS-1				
Fixed Mileage	/2/, /4/	$ 33.49	@	@
Variable Mileage	/2/, /4/	$ 0.25	@	@
DS-3				
Fixed Mileage	/2/, /4/	$ 475.95	@	@
Variable Mileage	/2/, /4/	$ 4.81	@	@
MULTIPLEXING				
DS-1/DS-0 MUX	/2/	$ 255.54	@	@
DS-3/DS-1 MUX	/2/	$ 287.85	@	@
DIGITAL CROSS CONNECT SYSTEM (DCS) - Multiplexing				
DS0/DS1 Per Channel	/2/	$ 10.65	@	@
DS1/DS3 Per Channel	/2/	$ 10.28	@	@
White Page Listings				
CLEC Listing	/2/	$ 0.35	@	@
Operator Services				
Directory Assistance per call	/2/	$ 0.35	@	@
Operator Services per Work Second	/2/	$ 0.03	@	@
Data Base Query				
800 - Database - Per Query	/2/	0.002095	@	@
Line Information Database (LIDB) - Per Query	/2/	0.002478	@	@
Validtion Query	/2/	0.002478	@	@
OLNS Query	/2/	0.002478	@	@
CNAM Query	/2/	0.002478	@	@
SS7 SIGNALING SYSTEM 7				
SS7 Links				
Voice Grade Fixed	/2/	$ 4.52	@	@
Variable Mileage	/2/	$ 0.01	@	@
DS-1 Fixed	/2/	$ 31.62	@	@
Variable Mileage	/2/	$ 1.84	@	@
STP Port	/2/	$ 261.71	@	@
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				
End Office Local Termination - Interoffice Terminating				
Set up charge, per call	/2/	$ 0.001448		
Duration charge, per MOU	/2/	$ 0.001360		
Tandem Switching - Shared Transport				
Setup per Call	/2/	$ 0.000453		
Setup per Completed Message	/2/	$ 0.001536		
Holding Time per MOU	/2/	$ 0.000453		
Switch Transport Common				
Fixed Mileage	/2/	$0.001182		
Variable Mileage	/2/	$0.000021		

		Monthly Rate	NRC Initial	NRC Additional
			"@" Refer to the Non-Recurring Price Sheet for Rates	
/1/	CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. *CLECs may not use both rate structures.*			

		Monthly Rate	NRC Initial	NRC Additional
			"@" Refer to the Non-Recurring Price Sheet for Rates	

/2/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

/3/ To the extent CLEC is ordering DS1/DS3 loops and associated cross connects in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable, SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate.

/4/ To the extent CLEC is ordering DS1/DS3 transport and associated cross connects and mileage in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii) or Dark Fiber Transport and associated cross connects and mileage between any pair of wire centers as described in Rule 51.319(e)(2)(iv), as applicable, SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate.

/5/ SBC California will charge the FCC Rate of an additional 15% in addition to the CPUC Rate

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		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS									
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	/1/	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
CROSS CONNECT									
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	/1/	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SIMPLE)	/1/	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MULTIPLEXING									
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	/1/	$4.05	$4.05	$0.00	$0.00	$80.12	$36.13	$0.00	$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$80.12	$36.13	$0.00	$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	/1/	$4.05	$4.05	$0.00	$0.00	$84.17	$36.32	$0.00	$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	/1/	$0.16	$0.16	$0.00	$0.00	$84.17	$36.32	$0.00	$0.00

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		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)									
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$71.39	$54.01	$56.59	$52.07	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	/1/	$44.91	$26.06	$28.32	$23.90	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	/1/	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$71.39	$54.01	$56.59	$52.07	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	/1/	$44.91	$26.06	$28.32	$23.90	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$56.52	$51.55	$52.11	$49.54	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	/1/	$29.74	$23.94	$24.51	$22.04	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$3.24	$2.66	$2.97	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$2.89	$2.66	$2.97	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PORT									
CENTREX STATION FEATURES - INITIAL (MAN/FAX	/1/	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	/1/	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	/1/	$3.24	$0.00	$46.53	$0.00	$21.27	$15.61	$21.27	$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	/1/	$3.24	$0.00	$18.81	$0.00	$21.27	$15.61	$21.27	$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$21.27	$15.61	$21.27	$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE)	/1/	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	/1/	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	/1/	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	/1/	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	/1/	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$9.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL	/1/	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES									
(IOF) DEDICATED TRANSPORT									
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$44.91	$0.00	$42.48	$62.05	$20.05	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	/1/	$46.65	$18.81	$0.00	$14.77	$62.05	$20.05	$0.00	$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	/1/	$0.73	$0.73	$0.00	$0.00	$62.05	$20.05	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$40.05	$13.65	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$40.05	$13.65	$0.00	$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$40.05	$13.65	$0.00	$0.00
DIGITAL TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$44.91	$0.00	$42.48	$67.62	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	/1/	$46.65	$18.81	$0.00	$14.77	$67.62	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS1 - INITIAL (MECHANIZED)	/1/	$0.73	$0.73	$0.00	$0.00	$67.62	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$44.91	$0.00	$42.48	$67.25	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	/1/	$46.65	$18.81	$0.00	$14.77	$67.25	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS3 - INITIAL (MECHANIZED)	/1/	$0.73	$0.73	$0.00	$0.00	$67.25	$35.81	$0.00	$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
INTEROFFICE TRANSMISSION FACILITIES									
(IOF) ENTRANCE FACILITY									
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$48.15	$0.00	$42.48	$21.85	$7.56	$0.00	$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	/1/	$46.65	$22.25	$0.00	$14.77	$21.85	$7.56	$0.00	$0.00
VOICE GRADE - INITIAL (MECHANIZED)	/1/	$0.32	$0.32	$0.00	$0.00	$21.85	$7.56	$0.00	$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$9.36	$5.03	$0.00	$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$9.36	$5.03	$0.00	$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$9.36	$5.03	$0.00	$0.00
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$48.15	$0.00	$42.48	$68.87	$43.77	$0.00	$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	/1/	$46.65	$22.25	$0.00	$14.77	$68.87	$43.77	$0.00	$0.00
DS1 - INITIAL (MECHANIZED)	/1/	$0.32	$0.32	$0.00	$0.00	$68.87	$43.77	$0.00	$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS1 - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$48.15	$0.00	$42.48	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	/1/	$46.65	$22.25	$0.00	$14.77	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	/1/	$0.32	$0.32	$0.00	$0.00	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$72.75	$48.15	$0.00	$42.48	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	/1/	$46.65	$22.25	$0.00	$14.77	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	/1/	$0.32	$0.32	$0.00	$0.00	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$5.66	$2.43	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00

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LINK									
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$63.06	$49.90	$53.09	$47.50	$28.84	$10.41	$11.40	$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09	$21.57	$24.00	$19.61	$28.84	$10.41	$11.40	$0.00
4 WIRE - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$28.84	$10.41	$11.40	$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$18.95	$7.43	$0.00	$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$57.53	$48.94	$52.25	$47.42	$18.66	$8.54	$15.43	$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	$29.93	$21.03	$24.33	$18.87	$18.66	$8.54	$15.43	$0.00
ASSURED - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$18.66	$8.54	$15.43	$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$3.24	$1.85	$2.02	$0.00	$12.53	$5.75	$0.00	$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$3.24	$1.85	$2.02	$0.00	$12.53	$5.75	$0.00	$0.00
ASSURED - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$12.53	$5.75	$0.00	$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
BASIC - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$18.57	$8.57	$15.50	$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
BASIC - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$63.06	$49.90	$53.09	$47.50	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	/1/	$35.09	$21.57	$24.00	$19.61	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$63.06	$49.90	$53.09	$47.50	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09	$21.57	$24.00	$19.61	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$61.00	$14.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$61.00	$14.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$61.00	$14.67	$0.00	$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$63.06	$49.90	$53.09	$47.50	$18.55	$8.57	$15.50	$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09	$21.57	$24.00	$19.61	$18.55	$8.57	$15.50	$0.00
ISDN LINK - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$18.55	$8.57	$15.50	$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.68	$0.00	$0.00
DSL CAPABLE LOOPS:									
2-Wire Digital Loop ISDN/IDSL									
PSD #1 - 2-Wire Digital Loop ISDN/IDSL									
Initial - manual/fax - complex	/1/	$63.06	$49.90	$53.09	$47.50	$18.55	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$35.09	$21.57	$24.00	$19.61	$18.55	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.55	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.68	$0.00	$0.00

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2-Wire xDSL Loop									
PSD #1 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #2 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #3 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #4 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #5 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
PSD #7 - 2-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
Initial - cesar/lex - complex	/1/	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
Additional - manual/fax - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
4-Wire xDSL Loop									
PSD #3 - 4-Wire xDSL Loop									
Initial - manual/fax - complex	/1/	$63.06	$49.90	$53.09	$47.50	$28.84	$10.41	$11.40	$0.00
Initial - cesar/lex - complex	/1/	$35.09	$21.57	$24.00	$19.61	$28.84	$10.41	$11.40	$0.00

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Initial - mechanized	/1/	$0.16	$0.16	$0.16	$0.00	$28.84	$10.41	$11.40	$0.00
Additional - manual/fax - complex	/1/	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - cesar/lex - complex	/1/	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - mechanized	/1/	$0.00	$0.00	$0.00	$0.00	$18.95	$7.43	$0.00	$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT									
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	/1/	$51.55	$47.74	$47.74	$41.67	$7.82	$4.09	$0.04	$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	/1/	$23.84	$20.03	$20.43	$13.96	$7.82	$4.09	$0.04	$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.16	$7.82	$4.09	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	$2.02	$1.62	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	/1/	$2.02	$1.62	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$69.67	$47.74	$47.74	$41.67	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	$41.96	$20.03	$20.03	$11.33	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - INITIAL (MECHANIZED)	/1/	$0.49	$0.49	$0.49	$0.49	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$2.02	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$2.02	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX SYSTEM ESTABLISH (NO SERIVE ORDER)	/1/	$0.00	$0.00	$0.00	$0.00	$26.72	$15.61	$26.72	$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	/1/	$69.67	$47.74	$47.74	$41.67	$27.71	$18.22	$0.00	$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	/1/	$41.96	$20.03	$20.03	$11.33	$27.71	$18.22	$0.00	$0.00
DID NBR BLOCK (MECHANIZED)	/1/	$0.49	$0.49	$0.49	$0.49	$27.71	$18.22	$0.00	$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$69.67	$47.74	$47.74	$41.67	$20.03	$11.73	$0.04	$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	$41.96	$20.03	$20.03	$11.33	$20.03	$11.73	$0.04	$0.00
DID PORT - INITIAL (MECHANIZED)	/1/	$0.49	$0.49	$0.49	$0.49	$20.03	$11.73	$0.04	$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
DID PORT - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	/1/	$69.67	$47.74	$47.74	$41.67	$19.50	$11.69	$0.04	$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	$41.96	$20.03	$20.03	$11.33	$19.50	$11.69	$0.04	$0.00
ISDN PORT - INITIAL (MECHANIZED)	/1/	$0.49	$0.49	$0.49	$0.49	$19.50	$11.69	$0.04	$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$9.51	$3.99	$0.04	$0.00
NETWORK INTERFACE DEVICE (NID)									
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	/1/	$46.53	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	$17.73	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	/1/	$0.16	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	/1/	$46.53	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	$17.73	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	/1/	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00

Pacific Bell Telephone Co
Non-Rec Rates - CPUC D. 05-03-026
Eff March 17, 2005

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00
SIGNALING AND DATABASE CAPABILITIES									
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	/1/	$35.09	$21.57	$24.00	$19.61	$164.68	$54.21	$0.00	$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	/1/	$41.96	$20.03	$20.03	$11.33	$123.34	$43.73	$0.00	$0.00
TRUNK PORT TERMINATION									
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	$80.03	$53.81	$0.00	$44.91	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	$54.74	$28.52	$0.00	$19.62	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	/1/	$0.49	$0.49	$0.00	$0.49	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	$3.24	$0.81	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	$3.24	$0.81	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	/1/	$0.00	$0.00	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	/1/	$80.03	$53.81	$0.00	$44.91	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	/1/	$54.74	$28.52	$0.00	$19.62	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	/1/	$0.49	$0.49	$0.00	$0.49	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL	/1/	$3.24	$0.81	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00
SYSTEM (MANUAL/FAX - COMPLEX)									
TANDEM TERMINATION (PER DS1) - ADDITIONAL	/1/	$3.24	$0.81	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00
SYSTEM (CESAR/LEX - COMPLEX)									
TANDEM TERMINATION (PER DS1) - ADDITIONAL	/1/	$0.00	$0.00	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00
SYSTEM (MECHANIZED)									

/1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC

WHEREAS, Pacific Bell Telephone Company[1] d/b/a SBC California ("SBC California"), and CLEC ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("Commission") issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates, including the tandem switching rates;

WHEREAS, D. 04-09-063 contained an error in the Tandem Switching Set Up Per Completed Message rate in Appendices A, B and C of that decision;

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") modifying the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements, including the Tandem Switching Set Up Per Completed Message rate;

WHEREAS, on May 26, 2005, the Commission issued D.05-05-031 correcting the unbundled Tandem Switching Set Up Per Completed Message rate;

WHEREAS, the Parties filed an amendment conforming the Agreement to D.05-03-026 and which amendment ("Amendment D. 05-03-026) included the Tandem Switching Set Up Per Completed Message Rates and incorrect rates for six non-recurring rate elements as well as an incorrect rate for the Reciprocal Compensation Switched Transport Common Fixed Rate Element;

WHEREAS, SBC California billed the correct rate, if any, for the Reciprocal Compensation Switched Transport Common Fixed Rate Element and five of the six nonrecurring rates;

WHEREAS, the Tandem Switching Set Up Per Completed Message rates are effective as of May 26, 2005;

WHEREAS, the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record is effective as of March 17, 2005;

WHEREAS, the Parties are filing this amendment ("Amendment") to correct the unbundled Tandem Switching Set Up Per Completed Message rate, the rates for the six non-recurring rate elements, and the Reciprocal Compensation Switched Transport Common Fixed Rate Element all set forth in the Amendment D. 05-03-026;

WHEREAS, within ninety (90) days of the May 26, 2005, SBC California will make any billing system changes necessary to reflect the corrected Tandem Switching Set Up Per Completed Message and the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record set forth in Attachments A and B to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.[2]

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[1]Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

[2]Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

NOW, **THEREFORE**, the Parties agree as follows:

I. The Tandem Switching Setup Per Message Rate and Reciprocal Compensation Switched Transport Common Fixed Rate Element set forth on Attachment A which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.

II. The nonrecurring rates for set forth in Attachment B which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.

III. All rates in the Agreement not changed by Attachments A and B remain unchanged.

IV. Within ninety (90) days of May 26, 2005, SBC California will make all billing system changes necessary to ensure the Rate Effective Dates are reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement.

V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments A and B to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

VIII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

IX. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date.

	GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICA TO THE NO PRICE SHE
	This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026 and D. 05-05-031.				
	NETWORK ELEMENTS				
	Tandem Switching	**Tandem Switching - Shared transport**			
	Setup per Completed Message	Setup per Completed Message	/1/	0.000629	
	INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				
	Tandem Switching - Shared Transport				
	Setup per Completed Message		/1/	0.000629	
	Switch Transport Common				
	Fixed Mileage		/1/	0.001251	

/1/ The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

NRC Additional
TES TO REFER
NRECURRING
ET FOR RATES

PACIFIC BELL TEL CO d/b/a SBC CALIFORNIA
Non-Recurring

RATES

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
PORT									
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	/1/	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	/1/	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
LINK									
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	$29.93	$21.03	$24.33	$19.58	$18.66	$8.54	$15.43	$0.00
BASIC - INITIAL (MECHANIZED)	/1/	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT									
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	$2.02	$2.02	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00

/1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California[1] ("AT&T") and CLEC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party." This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated February 8, 1996 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

[1] Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the California Public Utilities Commission ("Commission") and shall become effective upon filing with such Commission (the "Amendment Effective Date").

8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the Agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____day of _____, 2006, by Paciffc Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CLEC	**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 _____

TRO/TRRO ATTACHMENT

0.1 Definitions. The following definitions are applicable to this Attachment.

0.1.1 Building. For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a "building" or a "single building" is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel, covered walkway, a shared parking garage or parking area.

0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, *examples of* of a "Predominantly Residential" MDU *include* an apartment building, condominium building, cooperative or planned unit development that allocates more than *fifty* percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.

0.1.3 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

0.1.4 Hybrid Loop is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.

0.1.5 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.

0.1.6 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

0.1.7 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.

0.1.8 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

0.1.9 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.

0.1.10 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC's TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lies connecting end-user customers with ILEC end-

offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines." Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.

0.1.11 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.

0.1.12 A "DS1 Loop", in accordance with Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 Mbps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.

0.1.13 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. The term "fiber-based collocator" shall not apply to AT&T, any affiliate of AT&T, or any entity that is currently (as of January 26, 2006) subject to a binding agreement that, if consummated, would result in its becoming an affiliate of AT&T. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).

0.1.14 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path.

0.1.15 Dedicated Transport is defined as set forth in Rule 51.319(e)(1). Dedicated DS1 Transport consists of AT&T interoffice transmission facilities that have a total digital speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier. Dedicated DS3 Transport consists of AT&T interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier. Dedicated Dark Fiber Transport consists of unactivated optical interoffice transmission facilities.

0.1.16 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other Applicable Law to one or more facilities or services that CLEC has obtained at wholesale from AT&T, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other Applicable Law, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.

0.1.17 "Commingled Arrangement" means the arrangement created by Commingling.

0.1.18 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).

0.1.19 "Rule" refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

0.1.20 **"**Line Splitting" refers to the situation in which one CLEC provides narrowband voice service over the low frequency portion of a copper Local Loop and a second CLEC provides digital subscriber line service over the high frequency portion of that same copper Local Loop.

0.1.21 "Local Loop" means a transmission facility between a distribution frame (or its equivalent) in AT&T's Central Office and the loop demarcation point (marking the end of AT&T's control of the Local Loop) at an end user customer premises, including inside wire owned by AT&T. The Local Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, all electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises. The term "Local Loop" includes, but is not limited to, DS-0, DS-1, DS-3, and Dark Fiber Loops and Loops provisioned on Integrated Digital Loop Carrier ("IDLC").

0.1.22 The term "Cross Connect" refers to a cable that connects CLEC's collocation arrangement to the ILEC's distribution frame.

0.1.23 The term "DS-0" refers to a Local Loop operating at Digital Signal Level Zero capable of transmitting up to 64 kilobits per second.

0.1.24 The term "hot cut" refers to an individual transfer of a DS 0/voice grade loop with the live customer's service(s).

0.1.25 The term "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, and orders of any State or Federal Governmental Authority that apply to the Parties or the subject matter of this Attachment.

0.1.26 The term "Relevant Transition Period" means the period established by Applicable Law or this Attachment for CLEC to discontinue or transition to an alternate serving arrangement a service furnished using an unbundled network element that AT&T is no longer obligated by 47 U.S.C. § 251(c)(3) to provide.

1.0 TRO Affected Elements.

1.1 TRO-Affected Elements. AT&T shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC's Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:

(i) Entrance Facilities (i.e., Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T ILEC's networks.);
(ii) OCn level dedicated transport[1];
(iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops);
(iv) OCn loops;
(v) the feeder portion of the loop as a stand alone UNE under Section 251;
(vi) packet switching, including routers and DSLAMs;

[1] Nothing herein is meant to indicate any agreement as to whether AT&T is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

(vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities, except as provided for in Section 11.2 of this Attachment;

(viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;

(ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching. In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to SS7 signaling alters CLEC's right to obtain facilities for interconnection of SS7 signaling networks, pursuant to Section 251(c)(2) of the Act for use in connection with the exchange of traffic, nor does anything in this section affect AT&T's on-going obligation to provide network elements pursuant to Section 271 of the Act, as addressed in Paragraph 653 of the TRO;

(x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and

(xi) line sharing, except as grandfathered as provided in the TRO.

1.2 Cessation TRO Affected Elements - New Orders. AT&T is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).

1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, AT&T and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:

1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, AT&T will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified Facility"). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.

1.3.2 As to any TRO Affected Element for which AT&T provides such notice, AT&T shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from AT&T pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement, which, at CLEC's option, may include any arrangement to which CLEC is entitled under Section 13 below or under Applicable Law.

1.3.2.1 CLEC may elect to replace a TRO Affected Element with a service provisioned on CLEC's own facilities or the facilities or services of a third-party. AT&T and CLEC shall use commercially reasonable efforts to facilitate the preparation of the relevant facilities or the applicable third-party facilities or services to meet the transition schedules.

1.3.2.2 Conversion to State Law-Required Element. CLEC may elect to convert a TRO Affected Element to an analogous element or service that is required under state law, where applicable.

1.3.2.3 Upon request, AT&T shall provide combinations of unbundled Network Elements in accordance with the requirements of this Agreement and Applicable Law, including 47 CFR Section 51.315 AT&T shall not separate CLEC requested unbundled network elements that are already combined unless requested by CLEC.

1.3.3 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration)

and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required in the case of a transition to a tariffed service, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. In the case of a transition to substitute arrangement using section 251 UNEs, such as from UNE-P to UNE-L, no non-recurring disconnect charges shall be assessed for UNEs that will remain in use (i.e., AT&T may assess a new connection charge for the loop, but shall not assess a disconnection charge for the loop). To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning. AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the TRO Affected Element be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize a disruption detectable to the end user .Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and AT&T have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then AT&T will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.

To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the Relevant Transition Periods as set forth in Sections 1.0 and 2.0.

2.1 AT&T shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, except as follows:

2.1.1 AT&T shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the California Public Utilities Commission.The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established, if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, AT&T must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment. The Parties acknowledge that if CLEC does not have an Embedded Base of ULS/UNE customers served through the Agreement, then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the

requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that AT&T has available and activated in the Local Circuit Switch.

2.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 AT&T shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending for a particular ULS/UNE-P arrangement upon the earlier of:

(a) CLEC's disconnection or other discontinuance (except Suspend/Restore) of use of such ULS or UNE-P arrangement;

(b) CLEC's transition of such ULS Element(s) or UNE-P arrangement to an alternative arrangement; or

(c) March 11, 2006.

2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

2.1.3.2 AT&T will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions

2.1.3.3 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required in the case of a transition to a tariffed service, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or

other non-recurring UNE charges shall apply. In the case of a transition to substitute arrangement using section 251 UNEs, such as from UNE-P to UNE-L, no non-recurring disconnect charges shall be assessed for UNEs that will remain in use (i.e., AT&T may assess a new connection charge for the loop, but shall not assess a disconnection charge for the loop). To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, AT&T, without further notice or liability, will re-price such arrangements to Total Service Resale. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus $1.00.

2.2 The provisions of this Section 2.0, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 AT&T is not required to provision the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), AT&T is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis with the exception of a multi-tenant establishment ("MTE") subloop that begins at or near an MTE to provide access to MTE premises wiring.

3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), AT&T is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. In accordance with Rule 51.319(a)(5)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(a)(5)(ii) AT&T is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.7 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS1 Dedicated Unbundled Transport if a wire center on either end

of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center, as defined in Section 0.1.7 of this Attachment.

3.1.4.1 In accordance with Rule 51.319(e)(2)(ii)(B) AT&T is not obligated to provision to a CLEC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis where there is no unbundling obligation for DS3 transport.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.7 and 0.1.8 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to a CLEC more than twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.7 and 0.1.8 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS3 Unbundled Dedicated Transport if a wire center on either end of a requested route is a Tier 3 wire center as defined in Section 0.1.9 of this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 loops and DS1 and DS3 dedicated transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, in accordance with Rule 51.319(a) and 51.319(e), shall be the the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15% effective as of March 11, 2005. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where AT&T is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T by the end of the transition period.

3.2.2.1 AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a

minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

3.2.2.2 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required, only the tariffed non-recurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

3.2.2.3 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, AT&T, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to AT&T, AT&T shall disconnect such arrangements that remain in place as of September 11, 2006.

3.2.3 Intentionally left blank.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 AT&T has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.6 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.7 and 0.1.8 have been met. AT&T's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the Relevant Transition Period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T's wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by AT&T's wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.6, 0.1.7 or 0.1.8, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.6, 0.1.7 or 0.1.8 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T wire center non-impairment designation, the CLEC will provide a self-certification

to AT&T identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. In the event that the CLEC issues a self-certification to AT&T where AT&T has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and AT&T must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

4.1.1 The parties recognize that wire centers that AT&T had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by AT&T as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, AT&T may add the wire center to its list of designated wire centers and the Parties will use the following process:

4.1.1.1 AT&T may update the wire center list as changes occur, but may not update the list more frequently than one time during any given three month period.

4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

4.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

4.1.1.4 In the event the CLEC disagrees with AT&T's determination, and in order to avoid transitioning its lines away from DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport as set forth in Section 4.1.1.5 below CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T.

4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Relevant Transition Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 months. All transitional periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Relevant Transition Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

4.1.1.6 If the CLEC does provide self-certification to dispute AT&T's designation determination AT&T may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

4.1.1.7 During the Relevant Transition Period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

4.1.1.8 Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

4.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.6, 0.1.7 or 0.1.8, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.

4.1.3 AT&T may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this Amendment, whichever is later. AT&T will file and serve on CLEC the dispute for resolution with the Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. AT&T shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, AT&T may file that information under seal. AT&T shall offer to enter into a protective agreement under which AT&T would provide such confidential information to CLEC. AT&T shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T will notify all other CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number. If the self-certification dispute is filed with the Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). In the event the CLEC withdraws its self-certification after the dispute has been filed with the Commission, AT&T and/or any other interested parties, including interested parties that did not intervene prior to the withdrawal, may proceed with the dispute in order to obtain a Commission determination on the wire center designation. The Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLECs via Accessible Letter of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the pendency of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated

Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the Relevant Transition Period is within the initial TRRO transition period described in Section 3.2.1 of this Attachment, CLEC will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T after March 11, 2005, thirty days after AT&T's notice of non-impairment. The transitional rate as set forth in Section 3.2.1 of this Attachment will continue to apply until the facility has been transitioned or through the end of the Relevant Transition Period described in Section 3.2 of this Attachment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2.1 of this Amendment.

4.1.4 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.

4.2 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport, Cross-Connects provided by AT&T in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-Connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.

4.3 AT&T will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the Relevant Transition Period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

4.4 A building that is served by both an impaired wire center and a non-impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.

4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Relevant Transition Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and AT&T have failed to reach agreement under Section 3.2.2.3 above as to a substitute service arrangement or element, then AT&T may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.

4.6 On a quarterly basis, AT&T shall post on its website information advising when it believes a wire center has reached 90% of the number of business lines needed for the wire center to be classified as a Tier 1 or a Tier 2 wire center. In addition, AT&T will specify which wire centers it considers to have 2 fiber collocators and 3 fiber collocators. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such determination for such wire center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loops, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

4.7 Intentionally left blank.

4.8 When more than 60 days from the issuance of an AT&T designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify up to three years from the date AT&T designates a wire center as non-impaired. AT&T may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.

4.9 If a non-impaired wire center reverts back to a impaired wire center due to an error in AT&T's classification, causing facilities that had been previously converted from UNEs to wholesale services revert back to UNEs, CLEC may submit orders to return transitioned facilities to UNE facilities. AT&T shall perform such conversions within *ninety* (*9*0) days and will credit CLEC the difference between the wholesale price paid and the applicable UNE price for the entire period during which the wire center was inappropriately classified as non-impaired or the date of installation, whichever is shorter, and will credit all records change charges CLEC paid AT&T for all UNEs transitioned due to AT&T's erroneous wire center classification. Such credits shall be placed on CLEC's invoice within two (2) billing cycles.

5.0 Commingling and Commingled Arrangements.

5.1 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by AT&T in the future for any of the 13 AT&T ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), AT&T will make such Commingled Arrangements available in California except where the Commingled Arrangement includes a special access service that is not being provided to any customer in California. Where AT&T in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), AT&T will make such Commingled Arrangement available in California under this Amendment, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in California. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#

vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux

vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#

viii. While not a commingling arrangement, UNE loop to special access multiplexer

ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#

x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#

xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#

xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#

xiii. While not a commingling arrangement, AT&T will support the connection of high-capacity loops to a special access multiplexer.

# Indicates that FCC's eligibility criteria of Rule 51.318(b) applies, including the collocation requirement.

5.1.1 To the extent that AT&T requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.

5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by AT&T, CLEC shall request any such desired commingling arrangement and AT&T shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available AT&T will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.

5.2 Upon request and to the extent provided by Applicable Law and the provisions of the Amended Agreement, AT&T shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.

5.3 For example, without limitation of this provision, AT&T will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, AT&T will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.

5.4 Upon request, and to the extent required by Applicable Law and the applicable provisions of this Attachment, AT&T shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T, and AT&T shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that

such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T.

5.5 AT&T shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to the Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.

5.6 When CLEC purchases Commingled Arrangements from AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC's Triennial Review Order. As a general matter, "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.

5.7 In the event that AT&T changes its Access tariffs, or adds new Access tariff(s), that would restrict or impact the availability or provisioning of Commingled arrangements under this Attachment or the Agreement, AT&T will provide 60 days notice to CLEC if the tariff change affects the availability of a product used by that CLEC to provide a commingled arrangement, pursuant to the notification process associated with such access tariffs as provided for under Section 214 or applicable state law prior to such changes or additions. Additionally, for additions or changes that do more than impact rates, AT&T will grandfather in place Commingled arrangements ordered out of its state Access tariffs that have been ordered prior to the access tariffs' effective date.

5. 8 AT&T agrees that CLEC may request to Commingle the following elements to the extent that AT&T is required to provide them pursuant to Section 271 of the Act ("Section 271 Elements") or Applicable Law, including but not limited to: (i) Local Loop transmission from the central office to the End Users' premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in this Section 5.8, AT&T and CLEC shall attempt to negotiate mutually agreeable terms and conditions; the 271 rates, terms and conditions are not appropriate for inclusion in this Amendment, but rather the rates could be published in an Accessible Letter, placed in a tariff, or subject to a commercial agreement.

5.9 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled network element or a Combination of unbundled network elements with (i) wholesale services obtained from AT&T, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled network elements or Combinations of unbundled network elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T.

6.0 EELs.

6.1 AT&T agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Amendment. Except as provided below in this Section 6.0 and subject to this Section 6.1, AT&T shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.

6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

(A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or

(B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.

6.3 AT&T shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:

6.3.1 CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. AT&T hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.

6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to AT&T. Provided that AT&T has received such self certification from CLEC, AT&T shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled network elements.

6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers .

6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

(i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one assigned local telephone number (NPA-NXX-XXXX);

(ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;

(iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit;

(iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;

(v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;

(vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and

(vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.

6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:

(A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocator; or

(B) Established pursuant to any collocation type defined in any AT&T Tariff to the extent applicable, or any applicable CLEC interconnection agreement.

(C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.

6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.

6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing AT&T written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, AT&T shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.

6.3.7 AT&T may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in California with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for California, subject to Section 6.3.7.4 of this Section.

6.3.7.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC identifying examples of particular circuits for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T seek to commence an audit.

6.3.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The

independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.

6.3.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

6.3.7.4 AT&T shall provide CLEC with a copy of the report within 2 business days from the date of receipt. If the parties disagree as to the findings or conclusions of the auditor's report, the parties should resolve such disputes in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of the Agreement. No changes will be made until the dispute is resolved. However, CLEC shall pay 50 percent of the disputed amount into an escrow account, pending resolution. If the auditor's findings are upheld in the dispute resolution process, the disputed amounts held in escrow shall be paid to AT&T and AT&T shall retain any disputed amounts already paid by CLEC. If the auditor's report concludes that CLEC failed to comply in all material respects with the eligibility criteria and if CLEC does not dispute the finding the CLEC will submit payment for the disputed amounts to AT&T.

6.3.7.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse AT&T for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse AT&T in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.

6.3.7.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, AT&T must reimburse CLEC for all of its reasonable costs associated with the audit.

6.3.7.7 CLEC will maintain the appropriate documentation to support its eligibility certifications pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its eligibility certifications for as long as the Amended Agreement is operative, plus a period of two years. AT&T can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.

6.3.7.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of the Agreement.

6.3.7.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T from CLEC's collocation arrangement.

6.4.2 AT&T will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.

6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

6.5 Other than the service eligibility criteria set forth in this Section, AT&T shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer[2]

7.0 Availability of HFPL for Purposes of Line Sharing. [NOTE – LANGUAGE TO BE ADDRESSED IN SEPARATE PHASE OF THIS PROCEEDING.]

8.0 Routine Network Modifications. [NOTE – LANGUAGE TO BE ADDRESSED IN RNM PHASE OF THIS PROCEEDING.]

9.0 Batch Hot Cut. [NOTE – LANGUAGE TO BE ADDRESSED IN THE BHC PHASE OF THIS PROCEEDING.]

10.0 Conversions.

10.1 Conversion of Wholesale Services to UNEs and Vice Versa

10.1.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, and vice versa, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, AT&T will develop and implement processes. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. AT&T agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, AT&T agrees to process CLEC's conversion requests on a case-by-case basis and without delay.

10.1.3 AT&T will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

10.1.3.1 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-

[2] Each CLEC, in its sole discretion, may adopt either Option 1 or Option 2, but not both. The option not selected by the CLEC will be removed from the amendment. Any CLEC that does not have HFPLs in-service in California may elect to omit the section 7 language in its entirety.

used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the conversion no non-recurring charges are assessable. Where physical work is required in the case of a conversion to UNEs, no non-recurring tariffed disconnect charges shall be assessed for facilities that will remain in use (except for any applicable tariffed early-termination fees) and non-recurring UNE charges shall be assessed only with respect to specific UNEs for which CLEC access requires physical work. In the case of a conversion to a tariffed service, where physical work is required, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

10.1.4 AT&T shall perform any conversion from a wholesale service or group of wholesale services to a unbundled network element or Combination of unbundled network elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, when requesting a conversion of an AT&T service or UNE, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T service sought to be converted.

11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops.

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T has deployed such a Loop to premises that previously were not served by any AT&T Loop.

11.1.2 Overbuilds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when AT&T has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

(a) AT&T shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T retires the copper Loop pursuant to the terms of Section 11.1.3.

(b) If AT&T maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, AT&T shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.

(c) For each copper loop retired pursuant to Section 11.1.3 below, AT&T shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, AT&T must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements and must provide CLECs using such copper loops with a copy of such Short Term notice via an accessible letter. AT&T will perform, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions

exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in AT&T's Generic Interconnection Agreement.

11.1.4`AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which CLEC, upon request, may obtain or has obtained access pursuant to 47 C.F.R. §51.319(a). AT&T will comply with Rules 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally. The unbundling obligations associated with DS1 and DS3 loops are in no way limited by this Section 11.2 or the Rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers.

11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services AT&T shall provide CLEC with nondiscriminatory access to the time division multiplexing (TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the AT&T central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, AT&T is required to only make the TDM functionality available on an unbundled basis.

11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.

11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Appendix. AT&T may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.

11.2.4 Feeder. AT&T shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

11.2.5 IDLC Hybrid Loops. Where a CLEC requests a loop to a premises to which AT&T has deployed an IDLC Hybrid Loop, AT&T must provide CLEC a technically feasible method of unbundled access. AT&T can only charge the CLEC the least cost technically feasible method of unbundled access, and AT&T may not impose special construction or other non-standard charges (which does not include routine network modification charges permitted under Section 8.1.6 of this Attachment, if any) to the provision unbundled loops where it has deployed IDLC except as provided under this Agreement.

12.0 Use of Unbundled Network Elements.

12.1 Except as provided in Section 6.0 of this Attachment, AT&T shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.

12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.

12.3 A CLEC that accesses and uses an unbundled network element consistent with Section12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 Section 271 Obligations.

13.1 Intentionally left blank.

13.2 Intentionally left blank.

13.3 Intentionally left blank.

13.4 To the extent to which CLEC has another agreement with AT&T limiting AT&T's obligations to provide Section 271 elements to CLEC, then to that extent that other agreement shall control over the provisions of this Section 13.

13.5 Notwithstanding any other provision of the Agreement, CLEC may request that any Section 251 unbundled network element or combination of network elements (including any TRO Affected Element or TRRO Remand Affected Element) be reclassified as a corresponding Section 271 Element or Elements, provided that AT&T is obligated to provide such elements under Section 271. AT&T will perform such reclassification at no charge.

14.0 Entrance Facilities and Interconnection Facilities.

14.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T's networks, are Entrance Facilities that will no longer be unbundled network elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

14.2 In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to obtain interconnection facilities (entrance facilities or other dedicated transport) pursuant to Section 251(c)(2) of the Act for the exchange of traffic, nor does anything in this section affect AT&T's on-going obligation to provide network elements pursuant to Section 271 of the Act, as addressed in Paragraph 653 of the TRO.

14.3 Notwithstanding Section 1.0, AT&T is required to provide access to facilities, including Entrance Facilities and other Dedicated Transport, that CLEC requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

14.4 The rates for Entrance Facilities or other Dedicated Transport, when used as an Interconnection Facility (including Interconnection Facilities used for SS7 interconnection), shall be the same as the rates established by the Commission for those § 251(c)(3) facilities. The rates for other Interconnection Facilities, if not established by the Commission, shall be in conformance with Section 251(c)(2)(D) of the Act.

14.5 For avoidance of doubt, CLEC may request that an Entrance Facility UNE or other Dedicated Transport UNE be reclassified as an Interconnection Facility pursuant to Section 14.1 if CLEC will use the facility for interconnection in accordance with Section 14.1. AT&T will perform such reclassification at no charge.

15.0 Signaling.

15.1 Where Signaling System 7 (SS7) is deployed, the Parties will use SS7 signaling as defined in GR 317 and GR 394, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for SS7 based features. The Parties may interface with one another on an SS7 basis either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.

15.2 Where available, the Parties will provide network signaling information such as Transit Network Selection (TNS) parameter, Carrier Identification Codes (CIC), Common Channel Signaling (CCS) Platform and CIC/OZZ information (non CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California[1] ("AT&T") and CLEC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party." This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated February 8, 1996 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRRO"), which became effective as of March 11, 2005;

WHEREAS, the Public Utilities Commission of the state of California ("CA-PUC") released an order on January 26, 2006 in Docket No 05-07-024 adopting agreement language implementing portions of the TRO, TRO Reconsideration Orders, and TRRO (the TRO/TRRO Amendment), which became effective as of January 26, 2006;

WHEREAS, the CA-PUC released an order on January 11, 2007 in Docket No 05-07-024 (D.07-01-019) modifying the TRO/TRRO Amendment, which modifications became effective as of January 11, 2007;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

Definitions.

I. Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as (1) a local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a "Predominantly Residential" MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.

[1] Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

II. Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

III. Hybrid Loop. A Hybrid Loop is a local Loop composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.

1. The Parties agree that the TRO/TRRO Amendment should be amended by replacing the definitions of "Fiber-to-the-Curb Loop," "Fiber-to-the-Home Loop," and "Hybrid Loop" with the definitions set forth above.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in the "DEFINITIONS" Section of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

7. This Amendment shall be deemed approved, absent rejection of the advice letter by the Commission, thirty (30) days from the filing date of the advice letter to which this Amendment is appended. Upon approval, pursuant to Order D.07-01-019, the Amendment shall be deemed effective as of January 11, 2007 (the "Amendment Effective Date").

8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the Agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____, 2007, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CLEC	**Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent**
By: _____	By: _____
Name: _____ (Print or Type)	Name: _____
Title: _____ (Print or Type)	Title: Executive Director-Regulatory
Date: _____	Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
U.S. TELEPACIFIC CORP. d/b/a TELEPACIFIC COMMUNICATIONS

This Amendment to the Interconnection Agreement under Section 251 and 252 of the Telecommunications Act of 1996 ("Amendment") is by and between U.S. TelePacific Corp. d/b/a TelePacific Communications ("CLEC"), and Pacific Bell Telephone Company d/b/a AT&T California ("AT&T California"), a California corporation, (collectively referred to as "Parties").

WHEREAS, AT&T California and certain CLECs engaged in negotiations of collocation rates and charges to replace certain interim rates and charges for collocation in California; and

WHEREAS, as the result of said negotiations AT&T California and all interested CLECs entered into a negotiated Settlement Agreement ("Settlement Agreement") which was approved by the Public Utilities Commission of the State of California ("CA-PUC" or "Commission") in D.07-03-004 ("Decision") dated March 01, 2007.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Settlement Agreement and in this Amendment, the Parties hereby amend their Interconnection Agreement ("Agreement") to modify the existing collocation rates and charges.

1.1 **Collocation Rates and Charges**

Collocation arrangements will be billed as set forth below on a going-forward basis commencing on the Amendment Effective Date by the Commission.

1.1.1 For existing collocation arrangements or augments billed under the FCC Tariff 128 (now renamed FCC 1), and/or CA-PUC-approved 175-T tariff and/or 175-T discounted tariff, the respective tariff rates and charges will become fixed rates and charges, as set forth in Section 2.1 herein.

1.1.2 For existing collocation arrangements or augments, including cageless collocation arrangements, billed under existing CA-PUC-approved interconnection agreements or under AT&T Accessible Letters ("AL") AL CLECC00-064, AL CLECC00-111, and AL CLECC99-200, the respective rates and charges therein will become fixed rates and charges, as set forth in Section 2.1 herein.

1.1.3 CLEC may elect the AL CLECC00-064 (for non fiber-based collocation elements) and/or AL CLECC00-111 (for fiber-based collocation elements) rates and charges on a going forward basis for all of its collocation arrangements. For avoidance of doubt, the parties agree that an election under this provision will result in the application of rates and charges under AL CLECC00-064 (for non fiber-based collocation elements) and AL CLECC00-111(for fiber-based collocation elements) on all of CLEC's existing collocation arrangements. CLEC and AT&T California further agree to execute appropriate amendments to reflect such an election.

1.1.4 For orders for new collocation arrangements and/or augments to existing arrangements placed after the date of approval of the Settlement Agreement by the CA-PUC, the rates and charges under AL CLECC00-064 (for non fiber-based collocation elements) and/or AL CLECC00-111 (for fiber-based collocation elements) will apply on a going forward basis as set forth in Section 2.1.

1.1.5 For all existing and all new collocation arrangements and/or augments for which AT&T California has been charging or would otherwise attempt to charge for power on both feeds (A & B feed) into the DC Power Delivery arrangement, AT&T California agrees to eliminate the charge for redundant power, if any, on a prospective basis, as of the date of approval of the Settlement Agreement by the CA-PUC. The Parties further agree that they may voluntarily enter into negotiations regarding DC Power Delivery billing and rating issues (not involving actual rates and charges) upon mutual agreement after the approval of the Settlement Agreement by the CA-PUC.

2.1 **Fixed Rates and Charges**

2.1 The Parties agree that the rates and charges referenced in Section 1.1 above, for existing and prospective collocation arrangements, will be fixed for a period of three years beginning on March 01, 2007 which is the date that the CA-PUC approved the Settlement Agreement. Upon expiration of this three-year period, all rates and charges shall convert to the rates and charges in AL CLECC00-064 (for non fiber-based collocation elements) and AL CLECC00-111 (for fiber-based collocation elements) unless otherwise negotiated and mutually agreed by AT&T California and CLEC, or ordered by the CA-PUC; provided, however, that the elimination of the charge for redundant power addressed in Section 1.1.5 above shall remain in effect after the expiration of this three-year period, unless otherwise negotiated and mutually agreed by AT&T California and CLEC, or as so ordered by the CA-PUC. Parties may not request a change in collocation rates and charges during this three-year period of time, commencing on the date of the approval of the Settlement Agreement by the CA-PUC.

3.1 **True-up Waiver and Civil Code Section 1542 Release and Discharge**

The Parties acknowledge and agree to a waiver of true-up rights, a release and discharge pursuant to Section 1542 of the California Civil Code and reservation of rights as set forth and limited in sections III and IV of the Settlement Agreement.

4.1 **Miscellaneous Provisions**

4.1.1 Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any provisions with similar purposes. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

4.1.2 Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged.

4.1.3 This Amendment shall be filed with the CA-PUC and shall become effective the day the CA-PUC approves the Amendment, or, absent such CA-PUC approval, the date this Amendment is deemed approved by operation of law (the "Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the CA-PUC, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions; provided, however, that failure to reach such mutually acceptable new provisions within ninety (90) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

4.1.4 This Amendment shall be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties, whether negotiated, arbitrated or arrived at through the exercise of Section 252(i) MFN rights unless and until the Parties have mutually agreed to negotiate different collocation rates and charges or the CA-PUC orders different collocation rates and charges.

4.1.5 If the underlying Agreement or any future interconnection agreements(s) expire sooner than March 01, 2010, the Parties agree that this Amendment shall not extend or otherwise alter the term and termination rights of the underlying Agreement or any future interconnection agreements(s), but instead, the Amendment will be incorporated into any successor interconnection agreement(s) between the Parties unless and until the Parties have mutually agreed to negotiate different collocation rates and charges or the CA-PUC orders different collocation rates and charges.

4.1.6 Any inconsistencies between the provisions of this Amendment and other provisions of the Agreement or future interconnection agreement(s), will be governed by the provisions of this Amendment above.

U.S. TelePacific Corp d/b/a TelePacific Communications	**Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent**
Signature: _____	Signature: _____
Name: _____ (Print or Type)	Name: _____ (Print or Type)
Title: _____ (Print or Type)	Title: _____ (Print or Type)
Date: _____	Date: _____

UNE OCN# ***7453***

RESALE OCN# ***8892***

FACILITIES-BASED OCN# ***7453***

ACNA ***TFU***

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
U.S. TELEPACIFIC CORP. d/b/a TELEPACIFIC COMMUNICATIONS

The Interconnection Agreement effective November 25, 2000 by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T California")[1] and U.S. TelePacific Corp. d/b/a TelePacific Communications ("U.S. TelePacific") ("Agreement") effective in the State of California is hereby amended as follows:

1. Section 2 Term of Agreement; Termination and Transitional Support of the General Terms and Conditions is amended by adding the following section:

   2.1.1 Notwithstanding anything to the contrary in this Section 2, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 14, 2008 until January 14, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from U.S. TelePacific, by AT&T California pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

2. The Parties acknowledge and agree that AT&T California shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

5. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").

[1] Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

U.S. TelePacific Corp. d/b/a TelePacific Communications

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent

By: _____

Name: _____
(Print or Type)

Title: Director – Interconnection Agreements

Date: _____

SWITCH-BASED OCN # 7453

UNE OCN # 7453

RESALE OCN # 8892

ACNA TFU

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
U.S. TELEPACIFIC CORP. d/b/a TELEPACIFIC COMMUNICATIONS

This Amendment modifies the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California[1] ("AT&T") and U.S. TelePacific Corp. d/b/a TelePacific Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved 1/15/2003 and further amended from time to time (the "Agreement"); and

WHEREAS, the Parties amended said Agreement (the "TRO/TRRO Amendment") pursuant to the California Public Utilities Commission's ("CA-PUC's") Decision D. 06-01-043 in Docket No. 05-07-024 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order; and

WHEREAS, on February 21, 2008, the United States District Court for the Northern District of California issued an order reversing, in part, the California Decision; and

WHEREAS, the Parties desire to amend the Agreement and, more specifically, the TRO/TRRO Amendment, to reflect the Court's decision;

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. The TRO/TRRO Amendment, under the California TRO/TRRO Attachment thereto, is amended as stated below:

   1.1 In Section 2.1.3.4, the clause "Total Service Resale" is replaced with the clause "market-based rates";

   1.2 The clause "where there is no unbundling obligation for DS3 transport" is deleted from the text of Section 3.1.4.1;

   1.3 The text of Section 5.7 is revised to read as follows:

   In the event that AT&T changes its Access tariffs, or adds new Access tariff(s), that would restrict or impact the availability or provisioning of Commingled arrangements under this Attachment or the Agreement, AT&T will provide notice to CLEC if the tariff change eliminates the availability of a product pursuant to the notification process associated with such access tariffs as provided for under Section 214.

2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

[1] Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

4. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

U.S. TelePacific Corp. d/b/a TelePacific Communications	**Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent**
Signature: _____	Signature: _____
Name: _____ (Print or Type)	Name: Eddie A. Reed, Jr.
Title: _____ (Print or Type)	Title: Director-Interconnection Agreements
Date: _____	Date: _____

Resale OCN # *8892*

UNE OCN # *7453*

Switch Based OCN # *7453*

ACNA *TFU*

AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA AND U.S. TELEPACIFIC CORP. d/b/a TELEPACIFIC COMMUNICATIONS

This Amendment modifies the Interconnection Agreement by and between Pacific Bell Telephone Company[1] d/b/a AT&T California ("AT&T California") and U.S. TelePacific Corp. d/b/a TelePacific Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved January 15, 2003 (the "Agreement"); and

WHEREAS, the California Public Utilities Commission (CPUC) recently approved changes to the California Performance Incentive Plan (PIP); and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the new PIP by updating the existing remedies provisions of the Agreement 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 replacing the existing remedy provisions of the underlying Agreement with the new Appendix Remedy Plan 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 paragraph 2.

3. Scope of Amendment. This Amendment shall modify the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. 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.

4. 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.

5. Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date"). Provided however, the new Appendix Remedy Plan shall be implemented as of the date this Amendment is fully executed.

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

[1] Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

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.

U.S. TelePacific Corp. d/b/a TelePacific Communications	**Pacific Bell Telephone Company d/b/a AT&T California by AT&T Operations, Inc., its authorized agent**
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____ (Print or Type)	Title: Director-Interconnection Agreements
Date: _____	Date: _____

Resale OCN # 8892

UNE OCN # 7453

Switch Based AECN # 7453

ACNA TFU

APPENDIX
REMEDY PLAN

TABLE OF CONTENTS

INTRODUCTION.....1

APPENDIX REMEDY PLAN

1. INTRODUCTION

1.1 **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California. The Remedy Plan referenced herein, notwithstanding any provisions in any other appendix in this Agreement, is not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular remedy, or the language describing that remedy, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T CALIFORNIA** is limited to providing any particular manner of access. The Parties' rights and obligations relating to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, and within this Interconnection Agreement.

1.2 "**AT&T California Remedy Plan**" is the Plan approved by the California Public Utilities Commission in Decision Number 08-12-032. By including this Appendix in its Interconnection Agreement, CLEC elects to receive Remedy Payments pursuant to Ordering Paragraph 2 of Decision Number 08-12-032.

1.3 Any future Commission-ordered additions, modifications and/or deletions to the AT&T California Remedy Plan in a generic docket or rulemaking proceeding, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed by the Parties.

1.4 **AT&T CALIFORNIA**'s agreement to implement this Remedy Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to **AT&T CALIFORNIA**'s performance. **AT&T CALIFORNIA** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T CALIFORNIA** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T CALIFORNIA**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this Remedy Plan agrees that **AT&T CALIFORNIA**'s performance with respect to this Plan, including the payment of remedies under this Plan, may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.

1.5 Nothing herein shall be interpreted to be a waiver of **AT&T CALIFORNIA**'s right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damage and remedy plan.

AT&T Wholesale Amendment

Contract Number: 9580

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 -1001-C**
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 38241	**Requested Effective Date**: October 31, 2010	**AL Tier** I ☐ II ☒ III ☐

	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)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ 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: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

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:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

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 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.
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 Telemanagement 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 Comunications 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
WilTel 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 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
jchicoin@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
mariacarbone@dwt.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
pcasciato@sbcglobal.net
PUCUpdates@BlueCasa.com
regulatory@surewest.com
rejones@ccmi.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	gregh@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 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
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	(800) 777-8003 ext. 9-3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent 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@entelegent.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	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
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	Cousel	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	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna 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 Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	(818) 348-3300		s.zolfonoon@planettelesis.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	fxm@qtelphone.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@relianceglobalcom.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 Comunications 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.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 - 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 Affair	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	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	(618) 623-2300 X 1189	(618) 623-2301	pcs1reguulatory@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@vcomsolutions.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) 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
WilTel 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 COMPANY[1] 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.

[2] Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between 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	GENERIC TERMINOLOGY		Current 2010 Recurring Rate	2011 Modified Recurring Rate
	NETWORK ELEMENTS			
	LOOPS **OANAD Terminology - LINKS)**			
13		2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 9.48	9.41
13		2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 12.79	12.69
13		2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 26.43	26.23
13		2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 11.73	11.64
13		4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	$ 20.15	20.00
13		4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	$ 24.38	24.20
13		4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	$ 36.41	36.14

13		4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	$ 22.41	22.24
13		4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	$ 3.06	3.04
13		2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 9.98	9.91
13		2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 13.34	13.24
13		2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 27.01	26.81
13		2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 12.25	12.16
13		DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 48.67	48.30

13		DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 63.19	62.72
13		DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 102.76	101.99
13		DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 56.57	56.15
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	$ 1.13	1.12
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	$ 1.10	1.09
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	$ 0.94	0.93
13		PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	$ 1.11	1.10
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	$ 0.60	0.60

13		Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	$ 0.58	0.58
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	$ 0.50	0.50
13		Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	$ 0.59	0.59
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	$ 0.50	0.50
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	$ 0.54	0.54
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	$ 0.58	0.58
13		ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - 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
	Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
	DS-0			
		Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 4.52	4.49
		Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 0.01	0.01
13	DS-1			
13		Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 33.49	33.24
13		Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 0.25	0.25
13				
13	DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
13		Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 475.95	472.38
13		Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 4.81	4.77

AT&T Wholesale Amendment

Contract Number: 17507

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**
Address:	525 Market Street, #1944	☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP:	San Francisco, CA 94105	☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing #: 41216	**Requested Effective Date**: October 31, 2012	**AL Tier** I ☐ II ☒ III ☐

	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.)

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)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ 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: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

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:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

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.
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 Communications of California, Inc.
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
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
Competisys Corporation
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
Digital West Networks, 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
Fones4All Corporation
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
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Telemanagement 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.
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
Planet Telesis, Inc.
Plumas Sierra Telecommunications
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 Comunications 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
WilTel 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 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
ajbily@aol.com
anitataffrice@earthlink.net
bwilde@creatint.com
channing@tobinlaw.us
daguirre@telscape.net
deyoung@caltel.org
daniel.ostroff@xo.com
diane.peters@globalcrossing.com
esther.northrup@cox.com
fernb@valleyyellowpages.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@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
mgomez1@bart.gov
norbe@dwt.com
patricia.delgado@usmc.mil
pcasciato@sbcglobal.net
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

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- 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	gregh@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfiled	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		Carrolton	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. 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	(800) 777-8003 ext. 9-3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent 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@entelegent.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
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 Newpoert 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 Telemanagement Services, Inc.	Sectional - see Comments - 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
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	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	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
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-8575	(407) 740-0613	sthomas@tminc.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) 346-3276	(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
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	Cousel	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.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	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@qtelphone.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	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 Comunications 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 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 Affair	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

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 Conty Parkway	Ashburn	WA	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	Rhaphael Tarpley	Regulatory Compliance Clerk	9 Hawk		Irvine	CA	92618	(888) 989-2929		Rhaphael@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		
WilTel 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.

[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 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
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS **(OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.34	9.33
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.59	12.57
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	26.03	25.99
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.55	11.53
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.85	19.82
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	24.02	23.98
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.87	35.82
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	22.07	22.04
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.02	3.02
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.84	9.83
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.14	13.12
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.61	26.57
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.07	12.05

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.94	47.87
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	62.25	62.16
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	101.23	101.08
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	55.73	55.65
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.11	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.08	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.92	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.09	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - 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
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.46	4.45
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.99	32.94
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
(OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	468.84	468.14
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.73	4.72
DSL Capable Loops:			
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

Contract Number: 10613

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

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:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

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 Telemanagement 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 Comunications 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
WilTel 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.com	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.com	(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.com	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.com	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		Carrolton	TX	75006	chuck.hartley@dpitelecon nect.com	(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.com	(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.	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		Delray Beach	FL	33445		(407) 671-3672	(407) 681-5281
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	johnwilcox@jwecorp.com	(949) 366-9148	(949) 366-8366
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs:	3340 West Market		Akron	OH	44333	mcegelski@firstcomm.co	(330) 835-2330	(330) 835-2472
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton		Elk Grove	CA	95624	linda.saldana@ftr.com	(916) 686-3569	(916) 686-3590
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	Raymond@gtccorp.com		(818) 956-5941
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale		Atlanta	GA	30340	mgagne@globalconnectio	(678) 966-8522	(678) 966-8400
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General	225 Kenneth Drive		Rochester	NY	14623	Michael.Shortley@globalcrossing.com	(585) 334-0201	(585) 255-1426
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	damastando@swidlaw.com	(202) 424-7645	(202) 424-7500
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171		617-933-5550	617-687-5619
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen	6 west Rose St.	Suite 500	Walla Walla	WA	99362	gforge@highspeed.com	(509) 522-2300	
Hypercube Telecom, 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
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-	1850 Howard Street	Suite 1500	Elk Grove	IL	60007	jpalmer@telava.com	(847) 685-8944	(847) 685-8914
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	carlos.delafuente@level3.com	(720) 888-5134	(720) 888-2620
IDT America Corp	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
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	gwilson@implulse.net	(805) 880-1577	(805) 884-6396
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	jonathan@onfiber.com	(408) 962-2919	(408) 962-2915
Infotelecom, LLC	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 Communications Consultants, 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 Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683		(727) 738-5554	(727) 738-5553
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720		(559) 447-2121	(559) 447-2100
InterMetro Communications, 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
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	rgeorge@ipnetworksinc.com	(562) 494-4977	(949) 922-5432
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of	1755 North Brown		Lawrenceville	GA	30043		(678) 985-6213	(678) 985-7900
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Lightyear Network Solutions, LLC	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
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
LSSi Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	harris@lssi.net	(732) 512-2103	(732) 512-2100
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopack	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	sklopack@matrixbt.com	(214) 432-1576	(214) 432-1468
MCC Telephony of the West, LLC	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
MCI WORLDCOM Communications, Inc.	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
MCImetro Access Transmission Services LLC	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
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	daro@mettel.net	(212) 635-5074	(212) 607-2003
Midwestern Telecommunications, Inc.	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
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	sthomas@tminc.com	(407) 740-0613	(407) 740-8575
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public	620 Third St		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603	(510) 995-5602
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic	620 Third Street		San Francisco	CA	94107	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Navigator Telecommunications, 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
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	rgavillet@neutraltandem.c	(312) 346-3276	(312) 384-8040
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	pbewick@newedgenetworks.com	360-737-0828	360-906-9775
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	sfenker1@earthlink.net	(740) 548-1173	(740) 549-1092
nii communications, Ltd.	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
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	kris@lokt.net	(510) 868-8418	(510) 285-8010
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	todd@nccom.com		(619) 364-4750
O1 Communications, 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
OACYS Telecom, Inc.	Interconnection										
Pacific Centrex Services, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Affairs	6855 Tujunga Avenue		North	CA	91605	Pcs1regulatory@gmail.co	818-623-2501	818-623-2300 x
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory	4210 Coronado		Stockton	CA	95204	lmartin@pacwest.com	(209) 444-3643	(209) 926-3235
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations	6801 Morrison		Charlotte	NC	28211	Al.Finnell@paetec.com		(704) 319-1946
PAXIO, Inc.	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
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	dmeldazis@peerlessnetwo	(312) 506-0931	(312) 506-0933
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	aponnath@pgtelecom.net	(213) 232-3451	(213) 232-3450
PhoneCo, L.P.	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		(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@qtelphone.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@vcomsolutions.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 Comunications 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	4274 Enfield Court, 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@pioneertelep	(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
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	jeff@telequality.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	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	pcs1reguulatory@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@vcomsolutions.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	Rhaphael Tarpley	Regulatory	9 Hawk		Irvine	CA	92618	Rhaphael@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-

[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 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.

GENERIC TERMINOLOGY		Current Recurring Rate	2011 CALTEL Recurring Rate
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 9.48	9.41
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 12.79	12.69
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 26.43	26.23
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	$ 11.73	11.64
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	$ 20.15	20.00
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	$ 24.38	24.20
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	$ 36.41	36.14

	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	$ 22.41	22.24
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	$ 3.06	3.04
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 9.98	9.91
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 13.34	13.24
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 27.01	26.81
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	$ 12.25	12.16
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 48.67	48.30

	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 63.19	62.72
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 102.76	101.99
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	$ 56.57	56.15
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	$ 1.13	1.12
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	$ 1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	$ 0.94	0.93
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	$ 1.11	1.10
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	$ 0.60	0.60

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	$ 0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	$ 0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	$ 0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	$ 0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	$ 0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	$ 0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - 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

	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 27.01	26.81
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	$ 12.25	12.16
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.52	4.49
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 33.49	33.24
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	$ 475.95	472.38
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	$ 4.81	4.77
DSL Capable Loops:			
2-Wire xDSL Loop			
	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

	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

GENERIC TERMINOLOGY		Current 2011 Recurring Rate	2012 Modified Recurring Rate
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.41	9.34
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.69	12.59
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	26.23	26.03
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.64	11.55
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	20.00	19.85
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	24.20	24.02
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	36.14	35.87

	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	22.24	22.07
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.04	3.02
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.91	9.84
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.24	13.14
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.81	26.61
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.16	12.07
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	48.30	47.94

	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	62.72	62.25
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	101.99	101.23
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	56.15	55.73
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.12	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.93	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.10	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60

	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - 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

	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.81	26.61
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.16	12.07
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.49	4.46
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	33.24	32.99
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	472.38	468.84
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.77	4.73
DSL Capable Loops:			
2-Wire xDSL Loop			
	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

	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

Contract Number: 19013

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, 2013

Company Name:	AT&T California	**CPUC Utility Number U -1001-C**
Address:	525 Market Street, #1944	☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP:	San Francisco, CA 94105	☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing #: 42804	**Requested Effective Date**: October 31, 2013	**AL Tier** I ☐ II ☒ III ☐

	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 2014 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.)

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)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ 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: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

October 1, 2013

U 1001 C
Advice Letter No. 42804

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:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

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 2012= 1.7).

http://www.bea.gov/newsreleases/national/gdp/2013/pdf/gdp2q13_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.7
Index= 1.7 % -2.25% = -0.55%
Index= -0.55% (price is reduced by 0.55% 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:

2.

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 Communications of California, Inc.
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.
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
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.

3.

Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
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
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Edge Network, Inc.
New Horizons Communications Corp.
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
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.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Comunications 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
TCAST Communications, Inc
Tel West Communications, LLC

4.

TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
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.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

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, 2013, 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, 2013.

Yours truly,

AT&T California



Executive Director

Attachment

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
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@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

CLECName	Contract Type	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 Fax	Notice Contact Phone	Notice 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
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 851-5422	(919) 827-0448	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3304	(704) 260-3434	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	503-453-8223	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 and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Melinda Ramirez	Lead Carrier Relations Manager	311 S. Akard Street	Room A13	Dallas	TX	75202	866--430-0544	972-816-3180	mr3247@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	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4707	(908) 470-4700	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	9805) 543-8701	(805) 543-8700	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	813.472.1160	813.387.3651	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	610-755-0259	610-755-4872	
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	VP of Network Planning and Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-0950	(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	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2501	248-784-2500	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
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
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
Cal-Ore 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

CLECName	Contract Type	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 Fax	Notice Contact Phone	Notice Contact Email
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	Larry E. Miller	Project Management	12444 Powerscourt Drive	Suite 140	St. Louis	MO	63131	(314) 315-9496	(256) 425-2732	Larry.Miller@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
Citrix Communications LLC	22 State - Interconnection	David J. Malfara, Sr.	Consulting Advisor	7712 Linkside Loop		Reunion	FL	34747	(407) 770-5566	(724) 396-0432	dmalfara@etcgroup.net
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-7893	Beth_Choroser@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
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6006	(512) 794-6197	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	P. O. Box 628		Shingle Springs	CA	94070	(650) 597-1160	(650) 597-1102	bwilde@creatint.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
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
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6101	(203) 284-6109	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) 659-9379	(330) 659-6700	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	Douglas Denney	VP - Costs & Policy	1201 NE Lloyd Blvd.	Suite 500	Portland	OR	97232	(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
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(866) 295-0471	(704) 323-7464	dave.gibson@entelegent.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) 671-3672	(407) 681-5281	
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

CLECName	Contract Type	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 Fax	Notice Contact Phone	Notice Contact Email
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	Mark R. Ellis	CEO	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(678) 741-6333	(678) 741-6200	
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Legal - Interconnection Services	1025 Eldorado Boulevard		Broomfield	CO	80021	(585) 334-0201	(585) 255-1426	Michael.Shortley@globalcrossing.com
Granite Telecommunications, LLC	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	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1511	(469) 727-1510	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) 685-8944	(847) 685-8914	jpalmer@telava.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
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
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	Dallas	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
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3656	(703) 351-3006	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) 635-5074	(212) 607-2003	daro@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthomas@tminc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5603	(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
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	5 Wall Street		Burlington	MA	1803	781-622-2114	781-362-5712	phintz@corp.earthlink.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

CLECName	Contract Type	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 Fax	Notice Contact Phone	Notice Contact Email
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	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) 554-2180	(916) 554-2115	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	818-623-2501	818-623-2300 x 1133	Pcs1regulatory@gmail.com
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	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601	(864) 672-5019	(864) 331-8252	mary.conquest@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	Daniel Meldazis	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	dmeldazis@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
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9099	(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	6th Floor	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-901-2201	415-310-6332	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	707-370-6666	707-459-8240	mike@willitsonline.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 Comunications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 494-6600	(720) 864-5504	smcgurkin@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
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(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

CLECName	Contract Type	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 Fax	Notice Contact Phone	Notice Contact Email
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	916-786-1877	916-786-1597	fjasinski@surewest.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	508 Main Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5036	(661) 253-5030	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	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9508	(207) 774-9500	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 Blvd.	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(707) 471-5499	(210) 408-0388	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) 344-2030	(213) 344-2010	jholop@telscape.net
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
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1117	617-369-1210	btwomey@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	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
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
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
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	Patrick J Chicas	President and CEO	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007	pjc@widevoice.com
WilTel 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
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-2889	(818) 706-9780 X103	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director â€“ Regulatory Contracts	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	Interconnection	Mike Allentoff	Mike Allentoff	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@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, 2013 to reflect the revised UNE rates, which will be effective January 1, 2014; 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, 2014.
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.

[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 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 2013 Recurring Rate	2014 Modified Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.33	9.28
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.57	12.50
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	25.99	25.85
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.53	11.47
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.82	19.71
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	23.98	23.85
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.82	35.62
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	22.04	21.92
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.02	3.00
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.83	9.78
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.12	13.05
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.57	26.42
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.05	11.98

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.87	47.61
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	62.16	61.82
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	101.08	100.52
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	55.65	55.34
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.11	1.10
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.08	1.07
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.92	0.91
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.09	1.08
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	466.94	464.37
	Zone 2	691.25	687.45
	Zone 3	1365.51	1358.00
	Statewide	554.47	551.42
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.83	9.78
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.12	13.05
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.57	26.42
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.05	11.98
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.45	4.43
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.94	32.76
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	468.14	465.57
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.72	4.69
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.33	9.28

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.82	19.71
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.98	23.85
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.82	35.62
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.04	21.92

AT&T Wholesale Amendment

Contract Number: 20615

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 -1001-C**
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 44032	**Requested Effective Date**: October 31, 2014	**AL Tier** I ☐ II ☒ III ☐

	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.)

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)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ 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: _____

AT&T California
Eric Batongbacal
525 Market Street
Room 1944
San Francisco, CA 94105-2727

regtss@att.com

www.att.com

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:

$$new\ price_{UNE} = old\ price_{UNE} * (1 + index)$$
where
$$index = Inflation_{previousyear} - 2.25\%$$
where
$$Inflation_{previousyear} \leq 3.00\ and \geq 1.50.$$

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 Networx, 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
jchicoin@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@mybrighthouse.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 Erieview 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-Ore 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	O7310	(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	O1752	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
Entelegent 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@entelegent.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	sthomas@tminc.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	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@mfosterlaw.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	Rhaphael 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
WilTel 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.

[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 **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
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.28	9.21
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.50	12.41
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	25.85	25.66
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.47	11.38
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.71	19.56
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	23.85	23.67
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.62	35.35
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	21.92	21.76
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	3.00	2.98
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.78	9.71
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	13.05	12.95
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.42	26.22
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	11.98	11.89

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.61	47.25
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	61.82	61.36
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	100.52	99.77
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	55.34	54.92
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.07	1.06
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.91	0.90
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.08	1.07
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - 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 Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.43	4.40
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.76	32.51
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	465.57	462.08
	Variable Mileage (OANAD Teminology - 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

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, 2015

Company Name:	AT&T California	**CPUC Utility Number U -1001-C**
Address:	430 Bush Street, 1st Floor	☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP:	San Francisco, CA 94108	☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 44894	**Requested Effective Date**: January 1, 2016	**AL Tier** I ☐ II ☐ III ☒

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Richard Howell	regtss@att.com	(415) 778-1299	(214) 486-1580
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 2016 through 2020 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.)

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)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ 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: _____

AT&T California
Eric Batongbacal
430 Bush St., First Floor
San Francisco, CA 94108

regtss@att.com

www.att.com

October 1, 2015

U 1001 C
Advice Letter No. 44894

Public Utilities Commission of the State of California:

AT&T California ("AT&T") and the California Association of Competitive Telecommunications Companies ("CALTEL") jointly attach for filing a negotiated Interconnection Agreement Amendment to replace the current "Amendment – 2015 UNE Rates" in California. This filing is to submit for the Commission's approval, pursuant to General Orders ("G.O.s") 96-B and 171, an Interconnection Agreement Amendment pursuant to a Settlement Agreement entered into voluntarily by and between AT&T and CALTEL ("the Joint Parties"). This Interconnection Agreement Amendment and Settlement Agreement, attached to this advice letter, are submitted under the review procedure authorized in G.O. 96-B, Telecommunications Industry Rule 8.1, and G.O. 171 at Rule 4.3 addressing Approval of Agreements reached by Negotiation filed with the Commission pursuant to Section 252 of the Telecommunications Act of 1996 ("the Act"). Pursuant to Rule 7.3 of G.O. 96-B, the Joint Parties request an effective date of no later than 90 days from the date of filing.

The attached Settlement Agreement is submitted to replace the current UNE pricing settlement agreement between AT&T and CALTEL (on behalf of its members) that was approved in California Public Utilities Commission ("CPUC") Decision 09-02-017, and which is set to expire on December 31, 2016. The expiring Settlement Agreement established an indexing mechanism ("Indexing Settlement") for UNE pricing. AT&T and CALTEL wish to terminate the Indexing Settlement and replace it with the attached new Settlement Agreement, which lowers and then fixes UNE rates for a five year term.

Per the new Settlement Agreement, the UNE recurring rates will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1 of the Settlement Agreement and the proposed Interconnection Agreement Amendment. In addition to the Settlement Agreement, the Joint Parties attach for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below necessary to effectuate the Settlement Agreement. If the new Settlement Agreement is not approved, AT&T requests that alternate Advice Letter No. 44895 (also filed this day) pursuant to the existing Indexing Settlement go into effect for the period January 1, 2016 through December 31, 2016.

AT&T and CALTEL have negotiated this Agreement in good faith, in accordance with the requirements of the Act. The Agreement meets the requirements of G.O. 171 Rule 2.18. Specifically, the Agreement does not discriminate against a telecommunications carrier not a party to the Agreement, its implementation is consistent with the public interest, convenience and necessity and the Agreement meets the Commission's service quality standards for telecommunications services and also meets the requirements of all other Commission rules, regulations and orders.

The Joint Parties request that the Commission approve the Agreement pursuant to G.O.s 96-B and 171 within 90 days.

Carrier Name
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
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
Hunter Communications, Inc.
Hypercube Telecom, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightspeed Networks Inc.
Lightyear Network Solutions, LLC
Local Access Services LLC
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, Inc.
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.
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.

4.

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
TQAvenger Telecom 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.
Webpass Telecommunications, LLC
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

5.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and agreement are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter to 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, 2015, 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, 430 Bush Street, 1st Floor, San Francisco, CA 94108 (fax number 214 486 1580) and Contract Administration, Attn: Contract Management, AT&T Services, Inc., 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 AT&T and CALTEL is:

AT&T
Eric Batongbacal
430 Bush Street, 1st Floor
San Francisco, CA 94108

CALTEL
50 California Street, Suite 1500
San Francisco, CA 94108

We would like this filing to become effective January 1, 2016.

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
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@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 Phone	Contact Email
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	akosh@cellpage.com
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	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	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	503-453-8223	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) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	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	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	James A. Penney	Executive Vice President	401 Kirkland Barkplace	Suite 500	Kirkland	WA	98033		pmcnamee@wavebroadband.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	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	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	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	7921	908.470.4707	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2885 Riverside Dr	Ste 304	Macon	GA	31210	(478) 405-3163	Chris.Aversano@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	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	jeff@cerroalto.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	Marva.Johnson@bhnis.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	267.537.0064	rsommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	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	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	Legal Department	V.P. â€“ Corporate Development	25925 Telegraph Road	Suite 210	Southfield	MI	48033	248-781-2501	regulatory@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	mhaverkate@championbroadband.com
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(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) 368-1252	sfetzer@4cct.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
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	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	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	7302	(206) 497-1174	Tony.ludlow@citrix.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	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	stevin@comitycommunications.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	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	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		Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1160	bwilde@cictelecom.com
Curatel, LLC	Interconnection - Renegotiated 1	Dan Margolis		1605 W Olympic Blvd	Suite 800	Los Angeles	CA	90015		danielm@icuracao.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Nadine J. Ezzie, Esq.	Deputy General Counsel	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4842	nezzie@broadvox.com
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	1752	781-622-2114	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	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	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	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	VP of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	704.504.5868	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Paul Masters	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(770) 242-9069	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	None
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	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	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		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	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd.		Broomfield	CO	80021		Julie.Harris@twtelecom.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Sam Kline	Vice President Strategic Initiatives	100 Newpoert Avenue Extension		Quincy	MA	2171	617-933-7395	skline@granitenet.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Hunter Communications, Inc.	22 State - Interconnection	Contract Administration		801 Enterprise Drive		Central Point	OR	97502	(541) 727-3066	contracts@hunterfiber.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	ron.beaumont@h3net.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(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) 438-1455	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	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	isaacs@isg-telecom.com.
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		elise.brentnall@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Gary Black, Jr.	VP-Carrier Relations	1025 Eldorado Blvd		Broomfield	CO	80021	N/A	Gary.Black@Level3.com
Lightspeed Networks Inc.	21 State - Interconnection	Cassandra Mill	Contract Manager	921 SW Washington St.	Suite 370	Portland	OR	97205	(214) 889-4529	contracts@lsnetworks.net
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	brian.garrison@lightyear.net
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766		brussell@dmv.comf
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	One Mediacom Way	100 Crystal Run Road	Mediacom Park	NY	10918	(845) 698-4570	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Daniel J. Higgins II	AVP, Verizon Partner Solution	One Verizon Way	HQE02L51	Basking Ridge	NJ	7920	(703) 351-3656	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Executive Vice President & General Counsel	1835-B Kramer Ln.	Ste. 100	Austin	TX	78758	(512) 794-6006	Katherine.mudge@globalcapacity.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Andoni Economou	COO/EVP	55 Water Street	32nd Floor	New York	NY	10041	212-701- 8394	aeconomou@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	(407) 740-0613	sthomas@tminc.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	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	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	rgavillet@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	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Steven Fenker	President	3629 Cleveland Avenue	Suite C	Columbus	OH	43224	(740) 548-1173	sfenker1@earthlink.net
Norcast Communications Corporation	Sectional - see Comments	Cheryl Lovell	Chief Operating Officer	1998 Santa Barbara St.	Suite 100	San Luis Obispo	CA	93401	(805) 543-8701	clovell@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	619 364 4777	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	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		tolson@oacys.com
Onvoy, Inc.	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	mary.buley@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	lmartin@pacwest.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager â€“ Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	2045 Martin Avenue	Suite 20A	Santa Clara	CA	95050	(949) 200-6062	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	Regulatory@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	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	sjones@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	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Karen A. Weller	V.P. Corporate Development	12657 Alcosta Blvd.	Suite 418	San Ramon	CA	94583	925-415-1900	kweller@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	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Raul Alcaraz		101 Haskins Way		San Francisco	CA	94080	(650) 649-3550	raul@race.com
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	mike.mulkey@ringcentral.com
Rosebud Telephone, LLC	Interconnection	Mary Ann Mitchell	President	P.O. Box 597		Rosebud	TX	76570	254.583.2027	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Scott Stricklin	President	10440 N Central Expressway	Suite 700	Dallas	TX	75231	214-495-4789	sstricklin@sagetelecom.net
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(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) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Ross Artale	President & COO	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7893	rartale@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		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	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		mary.conquest@windstream.com
TC Telephone LLC	Sectional - see	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	ME	4106	(877) 554-1009	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	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	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	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	jholop@telscape.net

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	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	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 568-0063	bmcclintock@tncii.com
TQAvenger Telecom LLC	21 State - Interconnection	Ken Melley	Principal	12 Trophy Ridge		San Antonio	TX	78258	(888) 801-4091	kmelley@tqavenger.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021		Julie.Harris@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	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Sam Mitchell	Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	smitchell@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	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	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	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(321) 710-6898	rrapolti@voxbeam.com
Webpass Telecommunications, LLC	22 State -	Charles Barr	President	262 7th Street		San Francisco	CA	94103		Charles@webpass.net
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris S. Barton	President & CEO	5471 N. University Drive		Coral Springs	FL	33067	(954) 905-4277	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	erlae@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	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	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	russop@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Vendor Contracts Manager	9 Saxony Road	Suite 120	Pittsford	NY	14534	303-226-5777	mike.allentoff@zayo.com

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement") is made and entered into this last day of September 2015, by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T") and the California Association Competitive Telecommunications Companies ("CALTEL") on behalf of itself and its members. AT&T and CALTEL are each referred to individually herein as a "Party" and collectively as the "Parties."

This Settlement Agreement is entered into to replace the settlement agreement between the Parties approved in California Public Utilities Commission ("CPUC") Decision 09-02-017 that established an indexing mechanism ("Indexing Settlement"). The Parties believe that this Settlement Agreement is a reasonable compromise of their opposing positions regarding the re-examination process at issue in the CPUC Proceeding R.93-04-003\ I.93-04-002. The Parties agree that the provisions of this Settlement Agreement adequately balance the interests of AT&T and CALTEL's members. The Parties aver that this Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest. The Parties agree jointly to support the provisions of the Settlement Agreement set forth below.

RECITALS

WHEREAS, in R.93-04-003, I.93-04-002 the Commission has considered the process for re-examining Commission-determined Unbundled Network Element ("UNE") rates; and

WHEREAS, in R.93-04-003, I.93-04-002 the Parties submitted their proposals for re-examining Commission-determined UNE rates; and

WHEREAS, on July 30, 2008, an Assigned Commissioner's Ruling Setting 120-Day Negotiation Period was issued allowing Parties to negotiate an agreement on the UNE re-examination process to be used by the Commission; and

WHEREAS, pursuant to this Assigned Commissioner's Ruling, the Parties engaged in negotiation of an agreement on the UNE re-examination process to be used; and

WHEREAS, in Decision 09-02-017 the Commission approved the Indexing Settlement between AT&T and CALTEL, which establishes an indexing mechanism to determine UNE pricing; and

WHEREAS, the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with this Settlement Agreement, which fixes UNE rates for a five year term; and

WHEREAS, the Parties desire to settle the dispute over the UNE re-examination process to be used; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency of consideration which are hereby acknowledged by each Party to the other, AT&T and CALTEL, covenant and agree as follows:

COVENANTS

1. Recitals; Defined Terms

The foregoing Recitals are hereby incorporated into and made a part of this Agreement. UNEs are defined as those required by 47 U.S.C 251(c)(3) as determined by the Federal Communications Commission ("FCC").

2. UNE Re-examination Process – AT&T

The Parties agree that current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1, hereto.

3. Term of Settlement Agreement.

The Term of this Settlement Agreement is from January 1, 2016 through and including December 31, 2020 ("Initial Term"). Thereafter, the Settlement Agreement shall continue for one or more Renewal Terms, each on a three year basis unless notice is given by either Party to terminate at least 6 months in advance of the conclusion of the Initial Term or any Renewal Term. In the event that AT&T seeks to terminate under this provision, in addition to the notice, AT&T will also provide a statement of whether it intends to file a request for cost proceeding with the CPUC and the anticipated date for such a filing. AT&T may not file a request for a cost proceeding with the CPUC until one year prior to the end of the Initial Term or Renewal Term, and only after notice consistent with this provision.

4. Further Requirements

a. The Parties agree that this Settlement is a compromise and settlement of disputed claims at issue regarding the appropriate and legal UNE re-examination process at issue in R.93-04-003, I.93-04-002 and that the Parties have conducted settlement negotiations in compliance with the Assigned Commissioner's Ruling dated July 30, 2008.

b. This Settlement Agreement is subject to approval by the CPUC. Nothing in this Settlement shall be deemed as an admission or an assessment of the outcome that could have been reached without voluntary negotiations. Further, the Parties agree that the obligations set forth in this Settlement are without any prejudice to positions each Party has taken, or may hereafter take, in any proceeding in another state, or in any future

proceeding at the CPUC after the expiration of the term of this Settlement. Commission adoption of this settlement does not constitute approval of, or precedent regarding, any principle or issue in R.93-04-003, I.93-04-002, or in any future proceeding.

c. No Party shall engage in any *ex parte* contact with the CPUC in regard to this Settlement Agreement unless such Party states that it is in full support of the Settlement Agreement and each and every term thereof. No Party shall seek, directly or indirectly, to have the CPUC modify the terms of this or any other Settlement Agreement in this phase of this proceeding without the express consent of all other Parties.

d. The Parties each agree, without further consideration, to execute and/or cause to be executed, any other documents, and to take any other action as may be necessary, to effectively consummate the subject matter of this Settlement Agreement.

e. This Settlement Agreement, shall not establish, be interpreted as establishing, or be used by any Party to establish or to represent their relationship as any form of agency, partnership or joint venture. No Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Settlement Agreement, is provided.

f. This Settlement Agreement and all covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, their legal successors, heirs, assigns, partners, representatives, executors, administrators, parent companies, subsidiary companies, affiliates, divisions, units, agents, attorneys, officers, directors, and shareholders.

g. This Settlement Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto because that party drafted or caused its legal representative to draft any of its provisions.

h. This Settlement Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of California.

i. This Settlement Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.

j. The provisions of this Settlement Agreement are not severable. If the CPUC or any court of competent jurisdiction rules that any material provision of this Settlement Agreement is invalid or unenforceable, or materially modifies any material provision of this Settlement Agreement, then this Settlement Agreement shall be deemed rescinded and the Parties returned to the status quo as of the date of execution of this Settlement Agreement.

k. If the FCC or a court of competent jurisdiction substantially revises the FCC TELRIC rules affecting UNE pricing, then any party may petition the Commission for permission to file a UNE rate proceeding notwithstanding this Settlement Agreement. Nothing in this Settlement Agreement shall prevent any party from opposing any such petition.

l. The Parties hereto acknowledge each has read this Settlement Agreement, that each fully understands its rights, privileges and duties under this Settlement Agreement, and that each enters this Agreement freely and voluntarily. Each Party further acknowledges that it has had the opportunity to consult with an attorney of its own choosing to explain the terms of this Settlement Agreement and the consequences of signing it.

m. The Parties each represent that they and/or their counsel have made such investigation of the facts and law pertaining to the matter described in this Settlement Agreement as they deem necessary and that they have not relied and do not rely upon any statement, promise or representation by any other Party or its counsel, whether oral or written, except as specifically set forth in this Settlement Agreement. The Parties each expressly assume the risk of any mistake of law or fact made by them or their counsel.

n. Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the subject regarding the appropriate UNE re-examination process at issue in R.93-04-003, I.93-04-002. Nevertheless, it is the intention of the Parties to fully settle all issues related to the UNE re-examination process for the term described herein, which does not now exist, may exist, or heretofore have existed between them. In furtherance of such intention, for the term described herein, the releases given herein shall be and remain in effect as full and complete mutual releases of all such claims, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

o. With respect to this Settlement Agreement and the releases set forth herein, the Parties hereby expressly waive the Section 1542 of the California Civil Code, which provides that:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Parties further acknowledge that this Settlement has been negotiated and agreed upon in light of this situation and expressly waive any and all rights which they may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle of similar effect.

p. The parties acknowledge that the provisions of this Settlement Agreement will be incorporated into an order approved by the CPUC, and that such order shall be binding on all regulated entities to the full extent of the CPUC's jurisdiction over such entities.

q. The undersigned hereby acknowledge and covenant that they have been duly authorized to execute this Settlement Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

Pacific Bell Telephone Company d/b/a
AT&T California

By: _____
Printed Name: ERIC BATONGBACAL
Title: EXECUTIVE DIRECTOR
Date: Sept. 30, 2015

California Association Competitive
Telecommunications Companies
("CALTEL")

By: _____
Printed Name: Sarah De Young

Title: Executive Director
Date: Sept. 30, 2015

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**, 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, 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 each year by October 1, 2010 through October 1, 2015, to reflect the revised UNE rates, which would be effective January 1,2011 through and including December 31, 2016 ; and,

WHEREAS, the Parties agree the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with a new Settlement Agreement, which fixes UNE rates for a five year term; from January 1, 2016 through and including December 31, 2020 ("Initial Term"); 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, in that the current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent 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, 2016, and will remain fixed at those rates through and including December 31, 2020.

[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 **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.

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 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.

GENERIC TERMINOLOGY		Current 2015 Recurring Rate	2016 - 2020 Modified Recurring Rate
NETWORK ELEMENTS			
LOOPS **OANAD Terminology - LINKS)**			
	2-Wire Analog Zone 1 (OANAD Teminology - Basic or Assured Link - 2 Wire)	9.21	9.12
	2-Wire Analog Zone 2 (OANAD Teminology - Basic or Assured Link - 2 Wire)	12.41	12.29
	2-Wire Analog Zone 3 (OANAD Teminology - Basic or Assured Link - 2 Wire)	25.66	25.40
	2-Wire Analog Statewide /1/ (OANAD Teminology - Basic or Assured Link - 2 Wire)	11.38	11.27
	4-Wire Analog Zone 1 (OANAD Teminology - 4-Wire Link)	19.56	19.36
	4-Wire Analog Zone 2 (OANAD Teminology - 4-Wire Link)	23.67	23.43
	4-Wire Analog Zone 3 (OANAD Teminology - 4-Wire Link)	35.35	35.00
	4-Wire Analog Statewide /1/ (OANAD Teminology - 4-Wire Link)	21.76	21.54
	4-Wire - CO Facility Interface Connection (OANAD Teminology - 4-Wire - CO Facility Interface Connection)	2.98	2.95
	2-wire Digital Zone 1 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	9.71	9.61
	2-wire Digital Zone 2 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	12.95	12.82
	2-wire Digital Zone 3 (OANAD Teminology - Basic - 2 Wire + ISDN Option)	26.22	25.96
	2-wire Digital Statewide /1/ (OANAD Teminology - Basic - 2 Wire + ISDN Option)	11.89	11.77

	DS1 Loop Zone 1 (OANAD Teminology - Digital 1.544 MBPS DS-1)	47.25	46.78
	DS1 Loop Zone 2 (OANAD Teminology - Digital 1.544 MBPS DS-1)	61.36	60.75
	DS1 Loop Zone 3 (OANAD Teminology - Digital 1.544 MBPS DS-1)	99.77	98.77
	DS1 Loop Statewide /1/ (OANAD Teminology - Digital 1.544 MBPS DS-1)	54.92	54.37
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - PBX Loop Option)	1.06	1.05
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - PBX Loop Option)	0.90	0.89
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - PBX Loop Option)	1.07	1.06
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Teminology - Coin Loop Option)	0.60	0.59
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Teminology - Coin Loop Option)	0.58	0.57
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Teminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Teminology - Coin Loop Option)	0.59	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Teminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Teminology - ISDN Loop Option)	0.54	0.53
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Teminology - ISDN Loop Option)	0.58	0.57

	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Teminology - ISDN Loop Option)	0.52	0.51
DS3 Loop			
	Zone 1	460.89	456.28
	Zone 2	682.29	675.47
	Zone 3	1347.82	1334.34
	Statewide	547.28	541.81
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.71	9.61
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.95	12.82
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.22	25.96
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.89	11.77
Interoffice Transport **(OANAD Teminology - Dedicated Transport)**			
DS-0			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	4.40	4.36
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.01	0.01
DS-1			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	32.51	32.18
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	0.25	0.25
DS-3 (OANAD Teminology - Dedicated Transport DS-3)			
	Fixed Mileage (OANAD Teminology - Fixed Mileage)	462.08	457.46
	Variable Mileage (OANAD Teminology - Variable Mileage per Mile)	4.65	4.60
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.21	9.12

	PSD #5 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.56	19.36
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.67	23.43
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.35	35.00
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.76	21.54

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

QWEST COMMUNICATIONS COMPANY, LLC

Signature: eSigned - Sarah Nicholls

Name: eSigned - Sarah Nicholls
(Print or Type)

Title: Director Network Operations
(Print or Type)

Date: 01 Sep 2017

Qwest Communications Company, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 01 Sep 2017

Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	7560	- - -	7957

Description	ACNA Code(s)
ACNA(s)	LGT

AMENDMENT TO THE AGREEMENT BETWEEN QWEST COMMUNICATIONS COMPANY, LLC AND PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

This amendment ("Amendment") amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("AT&T") and Qwest Communications Company, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved June 3, 2010 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al*., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.,* WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to* 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next- Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016, and

WHEREAS, the Parties desire to amend the Agreement to modify existing procedures for Percent Local Usage Factors between the Parties; and

WHEREAS, Qwest Communications Company, LLC has changed its name to "CenturyLink Communications, LLC", and wishes to reflect that name change 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 Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Customer Information Services and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. **Lifeline and Link Up Services**

   2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. **Intercarrier Compensation**

   3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

4. **Forbearance**

   4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

5. **Customer Information Services (CIS)**

5.1. With the exception of 5.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.

5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.

5.3. **Add the following provisions to the Attachment or Appendix for Resale**

CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.

CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

7. **PERCENT LOCAL USAGE FACTORS**

7.1 Each Party will provide to the other, an annual report with Percent Local Usage (PLU) calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

7.2 PLU factors will be calculated during the 2nd quarter of the current year based on the amount of actual volume delivered during the 1st quarter of the same year.

7.3 The frequency of PLU updates is hereby adjusted from quarterly to annually.

8. **NAME CHANGE**

8.1 The Agreement is hereby amended to reflect the name change from "Qwest Communications Company, LLC" to "CenturyLink Communications, LLC" ("CenturyLink").

8.2 AT&T shall reflect that name change from "Qwest Communications Company, LLC" to "CenturyLink Communications, LLC" only for the main billing account (header card) for each of the accounts previously billed to Qwest Communications Company, LLC. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, CenturyLink affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Qwest Communications Company, LLC with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

8.3 Once this Amendment is effective, CenturyLink shall operate with AT&T under the "CenturyLink Communications, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under CenturyLink Communications, LLC, and labeling (including re-labeling) equipment and facilities with CenturyLink Communications, LLC. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

8.4 The Parties agree to add the following company codes to the Agreement:

8.4.1 ACNA – LGT, SPA, INA, OFC

8.4.2 OCN – 7575, 7957, 7560

9. The Parties agree to replace Section 20 from the Agreement with the following language:

20 NOTICES

20.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

20.1.1 delivered by electronic mail (email).

20.1.2 delivered by facsimile.

20.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

20.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 20.4 below.

20.2.2 delivered by facsimile provided CLEC has provided such information in Section 20.4 below.

20.3 Notices will be deemed given as of the earliest of:

20.3.1 the date of actual receipt.

20.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

20.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

20.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Charles Lahey Senior Planner
STREET ADDRESS	ICA-Interconnection Agreements, 4650 Lakehurst Ct., 3rd Floor
CITY, STATE, ZIP CODE	Dublin, OH 43016-3252
PHONE NUMBER*	(703) 323-0085
FACSIMILE NUMBER	(303) 391-2275
EMAIL ADDRESS	Charles.lahey@centurylink.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	m41654@att.com

*Informational only and not to be considered as an official notice vehicle under this Section.

20.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 20. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

20.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply.

20.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is updated.

20.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

10. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

11. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

12. 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.
13. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
14. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
15. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
16. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended.

ATTACHMENT 06 – OPERATOR SERVICES AND DIRECTORY ASSISTANCE

(f/k/a **CUSTOMER INFORMATION SERVICES)**

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups and Their Requirements

3.3.6.1 Operator Service Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2 DA/DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.4 Operator Services Call Processing and Rates:

3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.

3.5 Directory Assistance Call Processing and Rates:

3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

3.6.4 Where Consolidated Reference Rater (“CRR”) is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.

3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

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4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 Listing Information Confidentiality:

4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

4.2.1.3 Unlisted/Non-Published End Users:

4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.

4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

4.2.7 Breach of Contract:

4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

4.2.8 General Conditions for Listings:

4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.

4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				$0.00			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				$ 0.40			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				$ 0.15			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				$ 0.00436			Per Call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per DA Call				$ 0.03			DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		per state, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS Call				$ 0.03			OS call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	per state, per OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				$ 0.03			work second
6	CA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	CA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				17.00%	N/A	N/A	Flat Rate Discount for Resale
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				17.00%	N/A	N/A	Flat Rate Discount for Resale

AMENDMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

QWEST COMMUNICATIONS COMPANY, LLC

Signature: eSigned - Sarah Nicholls

Name: eSigned - Sarah Nicholls
(Print or Type)

Title: Director Network Operations
(Print or Type)

Date: 01 Sep 2017

Qwest Communications Company, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 01 Sep 2017

Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	7560	- - -	7957

Description	ACNA Code(s)
ACNA(s)	LGT

AMENDMENT TO THE AGREEMENT BETWEEN QWEST COMMUNICATIONS COMPANY, LLC AND PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

This amendment ("Amendment") amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("AT&T") and Qwest Communications Company, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved June 3, 2010 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al*., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.,* WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to* 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next- Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016, and

WHEREAS, the Parties desire to amend the Agreement to modify existing procedures for Percent Local Usage Factors between the Parties; and

WHEREAS, Qwest Communications Company, LLC has changed its name to "CenturyLink Communications, LLC", and wishes to reflect that name change 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 Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Customer Information Services and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. **Lifeline and Link Up Services**

   2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. **Intercarrier Compensation**

   3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

4. **Forbearance**

   4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

5. **Customer Information Services (CIS)**

5.1. With the exception of 5.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.

5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.

5.3. **Add the following provisions to the Attachment or Appendix for Resale**

CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.

CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

7. **PERCENT LOCAL USAGE FACTORS**

7.1 Each Party will provide to the other, an annual report with Percent Local Usage (PLU) calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

7.2 PLU factors will be calculated during the 2nd quarter of the current year based on the amount of actual volume delivered during the 1st quarter of the same year.

7.3 The frequency of PLU updates is hereby adjusted from quarterly to annually.

8. **NAME CHANGE**

8.1 The Agreement is hereby amended to reflect the name change from "Qwest Communications Company, LLC" to "CenturyLink Communications, LLC" ("CenturyLink").

8.2 AT&T shall reflect that name change from "Qwest Communications Company, LLC" to "CenturyLink Communications, LLC" only for the main billing account (header card) for each of the accounts previously billed to Qwest Communications Company, LLC. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, CenturyLink affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Qwest Communications Company, LLC with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

8.3 Once this Amendment is effective, CenturyLink shall operate with AT&T under the "CenturyLink Communications, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under CenturyLink Communications, LLC, and labeling (including re-labeling) equipment and facilities with CenturyLink Communications, LLC. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

8.4 The Parties agree to add the following company codes to the Agreement:

8.4.1 ACNA – LGT, SPA, INA, OFC

8.4.2 OCN – 7575, 7957, 7560

9. The Parties agree to replace Section 20 from the Agreement with the following language:

20 NOTICES

20.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

20.1.1 delivered by electronic mail (email).

20.1.2 delivered by facsimile.

20.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

20.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 20.4 below.

20.2.2 delivered by facsimile provided CLEC has provided such information in Section 20.4 below.

20.3 Notices will be deemed given as of the earliest of:

20.3.1 the date of actual receipt.

20.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

20.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

20.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Charles Lahey Senior Planner
STREET ADDRESS	ICA-Interconnection Agreements, 4650 Lakehurst Ct., 3rd Floor
CITY, STATE, ZIP CODE	Dublin, OH 43016-3252
PHONE NUMBER*	(703) 323-0085
FACSIMILE NUMBER	(303) 391-2275
EMAIL ADDRESS	Charles.lahey@centurylink.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	m41654@att.com

*Informational only and not to be considered as an official notice vehicle under this Section.

20.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 20. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

20.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply.

20.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is updated.

20.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

10. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

11. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

12. 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.
13. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
14. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
15. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
16. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended.

ATTACHMENT 06 – OPERATOR SERVICES AND DIRECTORY ASSISTANCE

(f/k/a **CUSTOMER INFORMATION SERVICES)**

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups and Their Requirements

3.3.6.1 Operator Service Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2 DA/DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.4 Operator Services Call Processing and Rates:

3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.

3.5 Directory Assistance Call Processing and Rates:

3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

3.6.4 Where Consolidated Reference Rater (“CRR”) is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.

3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

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4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 Listing Information Confidentiality:

4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

4.2.1.3 Unlisted/Non-Published End Users:

4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.

4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

4.2.7 Breach of Contract:

4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

4.2.8 General Conditions for Listings:

4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.

4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS
EXHIBIT B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				$0.00			MOU
6	CA	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Rate, per call				$ 0.40			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call				$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call				$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS), per call				$ 0.65			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Rate per call				$ 0.15			Per Call
6	CA	DIRECTORY ASSISTANCE SERVICES	Express Call Completion/Directory Assistance Call Completion (DACC) - Call Completion LATA Wide - Per MOU				$ 0.00436			Per Call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Branding and Reference/Rate Look Up, per DA Call				$ 0.03			DA call
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		per state, per OCN
6	CA	BRANDING - DIRECTORY ASSISTANCE	Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPS++	BRAND		NA	$ 1,800.00	$ 1,800.00	per switch, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Branding and Reference/Rate Look Up, per OS Call				$ 0.03			OS call
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Initial Load, per state, per OCN				NA	$ 5,000.00		per state, per OCN
6	CA	BRANDING - OPERATOR CALL PROCESSING	Rate Reference - Subsequent Load, per state, per OCN				NA		$ 1,500.00	per state, per OCN
6	CA	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call				$ 0.15			call
6	CA	OPERATOR CALL PROCESSING	Operator - Assisted Call Processing - All Types, per work second				$ 0.03			work second
6	CA	DIRECTORY LISTING PRODUCT	White Page Directory Listings				$0.00	$0.00	$0.00	initial listing is no charge
6	CA	DIRECTORY LISTING PRODUCT	Non Published /Non List / Additional Directory Listings							See Tariffs and / or Service Guidebook
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				17.00%	N/A	N/A	Flat Rate Discount for Resale
6	CA	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				17.00%	N/A	N/A	Flat Rate Discount for Resale

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: August 16, 2017

Company Name: AT&T California		**CPUC Utility Number U -1001-C**
Address: 430 Bush Street, 5th Floor		☐ GRC-LEC ☒ URF-Carrier ☐ Other
City, State, ZIP: San Francisco, CA 94108		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)
Filing AL #: 46852	**Requested Effective Date**: September 15, 2017	**AL Tier** I ☐ II ☒ III ☐

	Name:	Email Address:	Phone No.:	Fax No.:
Filer	Richard T. Howell	att-regulatory-ca@att.com	(415) 417-5033	(214) 486-1580
Certif.		att-regulatory-ca@att.com	(415) 417-5033	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 to the ICAs of the listed CLECs to implement bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

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.)

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)

☐ Resolution Required
☐ Executive Action Resolution Req'd.
☐ TD Suspension on: ___ / ____ / ____
☐ 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: _____

AT&T California
Eric Batongbacal
430 Bush Street
5th Floor
San Francisco, CA 94108

att-regulatory-ca@att.com

www.att.com

August 16, 2017

U 1001 C
Advice Letter No. 46852

Public Utilities Commission of the State of California

Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing a Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) and consistent with the CPUC's Order Instituting Rulemaking 03-08-018, AT&T California will file an amendment ("Amendment") to the Interconnection Agreements of CLECs that benchmark access rates to price cap carriers for the purpose of implementing bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

The Amendment by and between AT&T California and the telecommunications carriers listed below will be filed with the CPUC pursuant to Rule 5.2 of Commission General Order 171, with signatures. The Amendment will become effective, absent rejection of the Advice Letter, by the Commission upon thirty (30) days after the filing date.

AT&T

Carrier Name

A+ Wireless, Inc.
Access One, Inc
ALEC, Inc.
Arrival Communications, Inc.
Bandwidth.com CLEC, LLC
Bright House Networks Information Services (California), LLC
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Creative Interconnect Communications, LLC
CyberNet Communications, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Global Connection Inc. of America
Hypercube Telecom, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Path Communications, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Local Access Services LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
NetFortris Acquisition Co., Inc.
New Horizons Communications Corp.
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pac-West Telecomm, Inc

Pacific Centrex Services, Inc.
PaeTec Communications Inc
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Qwest Communications Company, LLC
RCLEC, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
Tel West Communications, LLC
TC Telephone LLC
TelCentris Communications, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
TNCI Operating Company LLC
U.S. TelePacific Corp.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
XO Communications Services, Inc.

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 at https://ebiznet.att.com/calreg/. If there are any questions regarding this advice letter call 415-417-5033.

Anyone may object to this advice letter, which was filed August 16, 2017, 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, 430 Bush Street, 5th Floor, San Francisco, CA 94108 (fax number 214-486-1580), 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 att-regulatory-ca@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 September 15, 2017

Yours truly,

AT&T California



AVP-AT&T Regulatory

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
fred.broughton@sprint.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
ksalazar@telekenex.com
lil.taylor@sprint.com
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
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

AT&T Wholesale Amendment

Contract Number: 23431

CXR Name	Contract Type	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
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	akosh@cellpage.com
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
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-4224	859-721-2880	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) 995-5602	(510) 995-5603	nlubamersky@telepacific.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) 439-3571	(919) 238-3571	ljfreeman@bandwidth.com
Bright House Networks Information Services (California), LLC	Interconnection	Michael R. Moore	GBP Telephone Regulatory	12405 Powerscourt Dr		St Louis	MO	63131	314.543.2414	314.965.6640	Michael.Moore@charter.com
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
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	(707) 551-8210	(707) 552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 940-1010	(209) 955-2650	jmills@utilitytelephone.com
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	lwhite@championbroadband.com
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@4cct.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
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	10 Exchange Place	Suite 1710	Jersey City	NJ	7302	(415) 738-6727	(206) 497-1174	Tony.ludlow@citrix.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Richard Chapkis	Deputy General Counsel	One Comcast Center	55th Floor	Philadelphia	PA	19103	(2150 286-5237	(215) 286-5039	richard_chapkis@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	877-302-2584	866-646-5232	stevin@comitycommunications.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
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1102	(650) 597-1160	bwilde@cictelecom.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(800) 930-3333	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Digital West Networks, Inc.	22 State - Interconnection	Nathan Terrell	Infrastructure Manager	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	(805) 781-9378	(805) 781-9379	nathan.terrell@digitalwest.com
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani	Manager	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	(678) 741-6252	(888) 315-2669	ddicicco@gcioa.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	469-727-1515	866-639-6967	ron.beaumont@h3net.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	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 884-6396	(805) 880-1577	gwilson@implulse.net
Integrated Path Communications, LLC	Section 251 Agreement Exclusively for Intercarrier Compensation	Brian Shepard	CEO	9030 State Route 22	Suite 3	Hillsdale	NY	12529	518-325-1396	518-325-1397	bshepard@ipc-llc.com
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	isaacs@isg-telecom.com.

CXR Name	Contract Type	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
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
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766	(866) 841-7898	NA	brussell@dmv.com
Mpower Networks Services, Inc.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(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
NetFortris Acquisition Co., Inc.	Sectional - see Comments	Pam Bathke	Accounts Payable	59 Sheffield Road		Manchester	NH	3103	(888) 469-5100	NA	brandon.lancaster@netfortris.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) 232-9145	(770) 232-9208	kreeves@telecomcounsel.com
North County Communications	Interconnection	Todd Lesser	President	3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750	(619) 364 4777	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	James Mertz	Vice President of Industry Affairs	5190 Golden Foothills Parkway		El Dorado Hills	CA	95762	916.235.2039	916.933.6958	jmertz@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257	559-781-4123		tolson@oacys.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
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	(818) 623-2300 x1118	(818) 623-2501	mairac@pcs1.net
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager â€“ Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-319-1946	704-602-1946	Al.Finnell@Windstream.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
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(703) 323-0085	(303) 391-2275	Charles.lahey@centurylink.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(661) 599-8793	(650) 763-3766	mike.mulkey@ringcentral.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	916-786-1597	916-786-1877	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Al Finnell	Sr. Contract Manager	301 N. Main Street	23rd Floor	Greenville	SC	29601	704-319-1946		Al.Finnell@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	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	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com

CXR Name	Contract Type	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
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-0388 x100	(210) 408-1700	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071	(213) 344-2010	(213) 344-2030	jholop@telscape.net
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2300 X 1189	(818) 623-2301	pcs1regulatory@gmail.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 456-1076	(805) 568-0063	bmcclintock@tncii.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) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(657) 600-4797	(866) 871-7801	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(407) 965-1077	(321) 710-6898	rrapolti@voxbeam.com
Wholesale Airtime, Inc.	21 State - Interconnection - Renegotiated 2	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	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart	Suite 390	Las Vegas	NV	89145	(702) 553-3007 x2084	(702) 825-2582	erlae@widevoice.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gerald E. Eisenhart	Manager, Carrier Management	777 East Park Drive	Suite 400	Harrisburg	PA	17111	717.562.5048	NA	gerald.e.eisenhart@verizon.com

AMENDMENT TO THE AGREEMENT BETWEEN CLEC AND PACIFIC BELL TELEPONE COMPANY d/b/a CALIFORNIA

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, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.,* WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. **Intercarrier Compensation**

   2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

9. Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended.

Pricing Sheet
Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	L1T++	GOC00		$0.00			MOU

AMENDMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

CENTURYLINK COMMUNICATIONS, LLC D/B/A CENTURYLINK QCC, LUMEN, LUMEN TECHNOLOGIES, AND LUMEN TECHNOLOGIES GROUP

Signature: eSigned - Gary Black, Jr.

Name: eSigned - Gary Black, Jr.
(Print or Type)

Title: VP- Carrier Relations
(Print or Type)

Date: 12 Apr 2022

CenturyLink Communications, LLC d/b/a CenturyLink QCC, Lumen, Lumen Technologies, and Lumen Technologies Group

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: AVP- Regulatory
(Print or Type)

Date: 14 Apr 2022

Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA by AT&T Services, Inc., its authorized agent

AMENDMENT TO THE AGREEMENT BETWEEN CENTURYLINK COMMUNICATIONS, LLC D/B/A CENTURYLINK QCC, LUMEN, LUMEN TECHNOLOGIES AND LUMEN TECHNOLOGIES GROUP AND PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA ("AT&T") and CenturyLink Communications, LLC d/b/a CenturyLink QCC, Lumen, Lumen Technologies, Lumen Technologies Group ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved June 03, 2010 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2017 ("FCC UNE and Resale Forbearance Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 ("FCC UNE Relief Order"); and

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
    a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
        i. to the same End User; and
        ii. at that same End User's existing location;
        iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.

a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:

i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or

ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.

c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service. AT&T will provide notice of such change.

5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").

i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.

ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.

iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.

iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

6. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops ("Digital Loops") pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 ("Digital Loop Embedded Base") are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief Order.

a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:

i. convert to a digital arrangement available under a separate commercial agreement executed by the Parties, or

ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

b. AT&T reserves the right to backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 6 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any Digital Loop Embedded Base remaining as of February 8, 2025.

c. AT&T's election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service. AT&T will provide notice of such change.

7. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops ("DS1 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 ("DS1 Loop Embedded Base") are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE Forbearance Order.

   a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
      i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
      ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

   b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 7 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.

   c. AT&T's election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.

8. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops ("DS3 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 ("DS3 Loop Embedded Base") are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE Forbearance Order.

   a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
      i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
      ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

   b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 8 for any new DS3 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.

   c. AT&T's election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.

9. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport ("DFT") pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described

in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 ("Dark Fiber Transport Embedded Base") is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.

a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
   i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
   ii. reprice by application of a new rate (or by application of a surcharge to an existing rate)

b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 9 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.

c. AT&T's election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service. AT&T will provide notice of such change.

10. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.

11. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service as required by each region. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.

12. The Parties agree to replace Section 8.1 from Attachment 9 of the Agreement with the following language:

    8.1 **Data Connection Security Requirements**

    8.1.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 12 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

    8.1.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

13. 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.

14. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

15. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT

SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

16. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.

17. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.

1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC orders from AT&T-21STATE, including Resale Services that were ordered prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.

2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

(i) to the same End User; and

(ii) at that same End User's existing location;

(iii) both as of the time of that service's grandfathering.

2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").

2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover**,** CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).

2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.

2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of

the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

2.11 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for resale. Promotions lasting longer than ninety (90) calendar ("Long-Term Promotions") may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.

2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:

(i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or

(ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.

2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

3.1 "Resale Discount" means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized

agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.

4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.

5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this Attachment.

5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.

6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Network interface Device - NID Interface (OANAD Terminology - NID to NID Crossonnect)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Network interface Device - NID Premise Visit (OANAD Terminology - NID to NID Crossonnect)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	1

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	3

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 1 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 2 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	2

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 3 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Statewide	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Loop - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)		3F74X	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Loop Digital Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	LKB2Q	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	LKB2Q	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	LKB2Q	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	LKB2Q	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Loop Digital Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	LKB3Q	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	LKB3Q	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	LKB3Q	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	LKB3Q	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Loop Digital Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	U2Q	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	U2Q	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	U2Q	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	U2Q	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Loop Digital Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	U3Q	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	U3Q	2

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	U3Q	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Digital Loop Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	EE9E+, EE9F+, B1L++, R1L++	U3Q	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	BDL++, EE7M+	LKC4W	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	BDL++, EE7M+	LKC4W	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	BDL++, EE7M+	LKC4W	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	DS1 Loop Statewide (OANAD Terminology - Digital 1.544 MBPS DS-1)	BDL++, EE7M+	LKC4W	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKBRC	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKBRC	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKBRC	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Statewide (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKBRC	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKP	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKP	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKP	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Statewide (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKP	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKPAA	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKPAA	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKPAA	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PBX Loop Option (in addition to regular 2-Wire loop charges) Statewide (OANAD Terminology - PBX Loop Option)	EE7W+, BXL++	LKPAA	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Coin Loop Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	EE7V+, BNL++	LKDBO	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Coin Loop Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	EE7V+, BNL++	LKDBO	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Coin Loop Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	EE7V+, BNL++	LKDBO	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Coin Loop Option (in addition to regular 2-Wire loop charges) Statewide (OANAD Terminology - Coin Loop Option)	EE7V+, BNL++	LKDBO	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Coin Loop Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	EE7V+, BNL++	LKDTO	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Coin Loop Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	EE7V+, BNL++	LKDTO	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Coin Loop Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	EE7V+, BNL++	LKDTO	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Coin Loop Option (in addition to regular 2-Wire loop charges) Statewide (OANAD Terminology - Coin Loop Option)	EE7V+, BNL++	LKDTO	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	ISDN Loop Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)			1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	ISDN Loop Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)			2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	ISDN Loop Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)			3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	ISDN Loop Option (in addition to regular 2-wire loop charges) Statewide (OANAD Terminology - ISDN Loop Option)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Zone 1	ULUC+, EE7P+, EE7Q+	U4D3X	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Zone 2	ULUC+, EE7P+, EE7Q+	U4D3X	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Zone 3	ULUC+, EE7P+, EE7Q+	U4D3X	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 Loop - Statewide	ULUC+, EE7P+, EE7Q+	U4D3X	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	DXLXS, DXLXR	1GB++, 1GR++	1
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	DXLXS, DXLXR	1GB++, 1GR++	2
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	DXLXS, DXLXR	1GB++, 1GR++	3
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	DXLXS, DXLXR	1GB++, 1GR++	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Zone 1	BP1B+, RP1B+, NS1B+	2SLAX	1
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Zone 2	BP1B+, RP1B+, NS1B+	2SLAX	2
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Zone 3	BP1B+, RP1B+, NS1B+	2SLAX	3
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #1 - 2-Wire xDSL Loop Statewide	BP1B+, RP1B+, NS1B+	2SLAX	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Zone 1	BP2X+, RP2X+, NS2X+	2SLBX	1
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Zone 2	BP2X+, RP2X+, NS2X+	2SLBX	2
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Zone 3	BP2X+, RP2X+, NS2X+	2SLBX	3
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #2 - 2-Wire xDSL Loop Statewide	BP2X+, RP2X+, NS2X+	2SLBX	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Zone 1	BP3A+, RP3A+, NS3A+	2SLCX	1
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Zone 2	BP3A+, RP3A+, NS3A+	2SLCX	2
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Zone 3	BP3A+, RP3A+, NS3A+	2SLCX	3
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 2-Wire xDSL Loop Statewide	BP3A+, RP3A+, NS3A+	2SLCX	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Zone 1	BP4X+. RP4X+, NS4X+	2SLDX	1
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Zone 2	BP4X+. RP4X+, NS4X+	2SLDX	2
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Zone 3	BP4X+. RP4X+, NS4X+	2SLDX	3
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #4 - 2-Wire xDSL Loop Statewide	BP4X+. RP4X+, NS4X+	2SLDX	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Zone 1	BP5X+, RP5X+, NS5X+	U2F	1
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Zone 2	BP5X+, RP5X+, NS5X+	U2F	2
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Zone 3	BP5X+, RP5X+, NS5X+	U2F	3
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #5 - 2-Wire xDSL Loop Statewide	BP5X+, RP5X+, NS5X+	U2F	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Zone 1	BP5X+, RP5X+, NS5X+	2SLFX	1
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Zone 2	BP5X+, RP5X+, NS5X+	2SLFX	2

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Zone 3	BP5X+, RP5X+, NS5X+	2SLFX	3
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #7 - 2-Wire xDSL Loop Statewide	BP5X+, RP5X+, NS5X+	2SLFX	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Zone 1	BP3B+, RP3B+, NS3B+	4SL1X	1
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Zone 2	BP3B+, RP3B+, NS3B+	4SL1X	2
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Zone 3	BP3B+, RP3B+, NS3B+	4SL1X	3
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	PSD #3 - 4-Wire xDSL Loop Statewide	BP3B+, RP3B+, NS3B+	4SL1X	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	LST performed on CODSLAM Loop	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+ ,BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	URCLD	
13MR-SL	CA	SUB-LOOPS	LST performed on Sub Loop	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	URCLB	
14	CA	LOOP MODIFICATION	Loop Qualification Process - Mechanized	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NR98U	
14	CA	LOOP MODIFICATION	Loop Qualification Process - Manual	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBXU	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Removal of Repeaters	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBXV	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBNL	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBNP	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Removal of Bridged Taps and Repeaters	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBXH	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBTV	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBTW	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Removal of Bridged Taps	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBXW	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Incremental Removal of BRIdged Tap (> than 17.5 Kft. same location/same cable)	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBNK	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Incremental Additional Removal of BRIdged Tap (> than 17.5 Kft. same location/different cable)	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBNN	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Removal of Bridged Taps and Load Coils	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBXF	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBM8	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBM9	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Removal of Load Coils	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBXZ	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBNJ	
14	CA	LOOP MODIFICATION	DSL Conditioning Options - Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X, BP3A+, RP3A+, NS3A+, BP3B+, RP3B+, NS3B+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	NRBNH	
14	CA	LOOP MODIFICATION	Removal of non-excessive Bridged tap DSL loops >0Kft. And <17.5Kft.		NRMRJ	
14	CA	LOOP MODIFICATION	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.		NRMRP	
14	CA	LOOP MODIFICATION	Removal of non-excessive Bridged tap DSL loops >17.5Kft DSL Loops - per element incremental		NRMRS	
14	CA	LOOP MODIFICATION	Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental		NRMRM	
13MR-SL	CA	SUB-LOOPS	ECS to SAI sub-loop - 2-Wire Analog		U6LSA	
13MR-SL	CA	SUB-LOOPS	ECS to SAI sub-loop - 4-Wire Analog		U6LSA	
13MR-SL	CA	SUB-LOOPS	ECS to SAI sub-loop - 2-Wire DSL		U6LSA	
13MR-SL	CA	SUB-LOOPS	ECS to SAI sub-loop - 4-Wire DSL		U6LSA	
13MR-SL	CA	SUB-LOOPS	ECS to Terminal sub-loop - 2-Wire Analog		U6LSB	
13MR-SL	CA	SUB-LOOPS	ECS to Terminal sub-loop - 4-Wire Analog		U6LSB	
13MR-SL	CA	SUB-LOOPS	ECS to Terminal sub-loop - 2-Wire DSL		U6LSB	
13MR-SL	CA	SUB-LOOPS	ECS to Terminal sub-loop - 4-Wire DSL		U6LSB	
13MR-SL	CA	SUB-LOOPS	ECS to NID sub-loop - 2-Wire Analog		U6LSC	
13MR-SL	CA	SUB-LOOPS	ECS to NID sub-loop - 4-Wire Analog		U6LSC	
13MR-SL	CA	SUB-LOOPS	ECS to NID sub-loop - 2-Wire DSL		U6LSC	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	CA	SUB-LOOPS	ECS to NID sub-loop - 4-Wire DSL		U6LSC	
13MR-SL	CA	SUB-LOOPS	SAI to Terminal sub-loop - 2-Wire Analog		U6LSS	
13MR-SL	CA	SUB-LOOPS	SAI to Terminal sub-loop - 4-Wire Analog		U6LSS	
13MR-SL	CA	SUB-LOOPS	SAI to Terminal sub-loop - 2-Wire DSL		U6LSS	
13MR-SL	CA	SUB-LOOPS	SAI to Terminal sub-loop - 4-Wire DSL		U6LSS	
13MR-SL	CA	SUB-LOOPS	SAI to NID sub-loop - 2-Wire Analog		U6LST	
13MR-SL	CA	SUB-LOOPS	SAI to NID sub-loop - 4-Wire Analog		U6LST	
13MR-SL	CA	SUB-LOOPS	SAI to NID sub-loop - 2-Wire DSL		U6LST	
13MR-SL	CA	SUB-LOOPS	SAI to NID sub-loop - 4-Wire DSL		U6LST	
13MR-SL	CA	SUB-LOOPS	Terminal to NID sub-loop - 2-Wire Analog		U6LSU	
13MR-SL	CA	SUB-LOOPS	Terminal to NID sub-loop - 4-Wire Analog		U6LSU	
13MR-SL	CA	SUB-LOOPS	Terminal to NID sub-loop - 2-Wire DSL		U6LSU	
13MR-SL	CA	SUB-LOOPS	Terminal to NID sub-loop - 4-Wire DSL		U6LSU	
13MR-SL	CA	SUB-LOOPS	2-Wire DSL Suboop - Simple - Crossconnects, per line - (MANUAL/FAX)		UCSC1	
13MR-SL	CA	SUB-LOOPS	2-Wire DSL Suboop - Simple - Crossconnects, per line - (CESAR/LEX))		UCSC2	
13MR-SL	CA	SUB-LOOPS	2-Wire DSL Suboop - Simple - Crossconnects, per line - (MECHANIZED)		UCSC3	
13MR-SL	CA	SUB-LOOPS	2-Wire DSL Suboop - Complex - Crossconnects, per line - (MANUAL/FAX)		UCSC4	
13MR-SL	CA	SUB-LOOPS	2-Wire DSL Suboop - Complex - Crossconnects, per line - (CESAR/LEX))		UCSC5	
13MR-SL	CA	SUB-LOOPS	2-Wire DSL Suboop - Complex - Crossconnects, per line - (MECHANIZED)		UCSC6	
13MR-SL	CA	SUB-LOOPS	2-Wire Analog Suboop - Simple - Crossconnects, per line - (MANUAL/FAX)		UCSC1	
13MR-SL	CA	SUB-LOOPS	2-Wire Analog Suboop - Simple - Crossconnects, per line - (CESAR/LEX))		UCSC2	
13MR-SL	CA	SUB-LOOPS	2-Wire Analog Suboop - Simple - Crossconnects, per line - (MECHANIZED)		UCSC3	
13MR-SL	CA	SUB-LOOPS	2-Wire Analog Suboop - Complex - Crossconnects, per line - (MANUAL/FAX)		UCSC4	
13MR-SL	CA	SUB-LOOPS	2-Wire Analog Suboop - Complex - Crossconnects, per line - (CESAR/LEX))		UCSC5	
13MR-SL	CA	SUB-LOOPS	2-Wire Analog Suboop - Complex - Crossconnects, per line - (MECHANIZED)		UCSC6	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	CA	SUB-LOOPS	2-Wire ISDN Suboop - Simple - Crossconnects, per line - (MANUAL/FAX)		UCSC1	
13MR-SL	CA	SUB-LOOPS	2-Wire ISDN Suboop - Simple - Crossconnects, per line - (CESAR/LEX))		UCSC2	
13MR-SL	CA	SUB-LOOPS	2-Wire ISDN Suboop - Simple - Crossconnects, per line - (MECHANIZED)		UCSC3	
13MR-SL	CA	SUB-LOOPS	2-Wire ISDN Suboop - Complex - Crossconnects, per line - (MANUAL/FAX)		UCSC4	
13MR-SL	CA	SUB-LOOPS	2-Wire ISDN Suboop - Complex - Crossconnects, per line - (CESAR/LEX))		UCSC5	
13MR-SL	CA	SUB-LOOPS	2-Wire ISDN Suboop - Complex - Crossconnects, per line - (MECHANIZED)		UCSC6	
13MR-SL	CA	SUB-LOOPS	4-Wire DSL Suboop - Simple - Crossconnects, per line - (MANUAL/FAX)		UCNC1	
13MR-SL	CA	SUB-LOOPS	4-Wire DSL Suboop - Simple - Crossconnects, per line - (CESAR/LEX))		UCNC2	
13MR-SL	CA	SUB-LOOPS	4-Wire DSL Suboop - Simple - Crossconnects, per line - (MECHANIZED)		UCNC3	
13MR-SL	CA	SUB-LOOPS	4-Wire DSL Subloop - Complex - Crossconnects, per line - (MANUAL/FAX)		UCNC4	
13MR-SL	CA	SUB-LOOPS	4-Wire DSL Subloop - Complex - Crossconnects, per line - (CESAR/LEX))		UCNC5	
13MR-SL	CA	SUB-LOOPS	4-Wire DSL Subloop - Complex - Crossconnects, per line - (MECHANIZED)		UCNC6	
13MR-SL	CA	SUB-LOOPS	4-Wire Analog Subloop - Simple - Crossconnects, per line - (MANUAL/FAX)		UCNC1	
13MR-SL	CA	SUB-LOOPS	4-Wire Analog Subloop - Simple - Crossconnects, per line - (CESAR/LEX))		UCNC2	
13MR-SL	CA	SUB-LOOPS	4-Wire Analog Subloop - Simple - Crossconnects, per line - (MECHANIZED)		UCNC3	
13MR-SL	CA	SUB-LOOPS	4-Wire Analog Subloop - Complex - Crossconnects, per line - (MANUAL/FAX)		UCNC4	
13MR-SL	CA	SUB-LOOPS	4-Wire Analog Subloop - Complex - Crossconnects, per line - (CESAR/LEX))		UCNC5	
13MR-SL	CA	SUB-LOOPS	4-Wire Analog Subloop - Complex - Crossconnects, per line - (MECHANIZED)		UCNC6	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13MR-SL	CA	SUB-LOOPS	DS1 Copper Subloop - Simple - Crossconnects, per line - (MANUAL/FAX)		UCNC1	
13MR-SL	CA	SUB-LOOPS	DS1 Copper Subloop - Simple - Crossconnects, per line - (CESAR/LEX))		UCNC2	
13MR-SL	CA	SUB-LOOPS	DS1 Copper Subloop - Simple - Crossconnects, per line - (MECHANIZED)		UCNC3	
13MR-SL	CA	SUB-LOOPS	DS1 Copper Subloop - Complex - Crossconnects, per line - (MANUAL/FAX)		UCNC4	
13MR-SL	CA	SUB-LOOPS	DS1 Copper Subloop - Complex - Crossconnects, per line - (CESAR/LEX))		UCNC5	
13MR-SL	CA	SUB-LOOPS	DS1 Copper Subloop - Complex - Crossconnects, per line - (MECHANIZED)		UCNC6	
13MR-SL	CA	SUB-LOOPS	DS1 Fiber Subloop - Simple - Crossconnects, per line - (MANUAL/FAX)		UCNC1	
13MR-SL	CA	SUB-LOOPS	DS1 Fiber Subloop - Simple - Crossconnects, per line - (CESAR/LEX))		UCNC2	
13MR-SL	CA	SUB-LOOPS	DS1 Fiber Subloop - Simple - Crossconnects, per line - (MECHANIZED)		UCNC3	
13MR-SL	CA	SUB-LOOPS	DS1 Fiber Subloop - Complex - Crossconnects, per line - (MANUAL/FAX)		UCNC4	
13MR-SL	CA	SUB-LOOPS	DS1 Fiber Subloop - Complex - Crossconnects, per line - (CESAR/LEX))		UCNC5	
13MR-SL	CA	SUB-LOOPS	DS1 Fiber Subloop - Complex - Crossconnects, per line - (MECHANIZED)		UCNC6	
13MR-SL	CA	SUB-LOOPS	DS3 SubLoop - Simple - Crossconnects, per line - (MANUAL/FAX)		UCNC1	
13MR-SL	CA	SUB-LOOPS	DS3 SubLoop - Simple - Crossconnects, per line - (CESAR/LEX))		UCNC2	
13MR-SL	CA	SUB-LOOPS	DS3 SubLoop - Simple - Crossconnects, per line - (MECHANIZED)		UCNC3	
13MR-SL	CA	SUB-LOOPS	DS3 Subloop - Complex - Crossconnects, per line - (MANUAL/FAX)		UCNC4	
13MR-SL	CA	SUB-LOOPS	DS3 Subloop - Complex - Crossconnects, per line - (CESAR/LEX))		UCNC5	
13MR-SL	CA	SUB-LOOPS	DS3 Subloop - Complex - Crossconnects, per line - (MECHANIZED)		UCNC6	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage)	CT1++, EE7M+	1L5UB	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage)	CT3++, EE7P+, EE7Q+	1L5UB	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1)	CT1++, EE7M+	MQ1UB	
13	CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3)	CT3++, EE7P+, EE7Q+	MQ3UB	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber -Interoffice per strand	ULC++	ULY4X	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per foot	ULC++	ULJAA	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per foot	ULC++	ULJAB	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber Cross Connect - Interoffice	ULC++	UKCJX	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice Inquiry	ULC++	NR9D6	
13	CA	LOOP MODIFICATION	Routine Modifications to Existing Facilities	EE7T+, EE7U+, EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+, EE9E+, EE9F+, BDL++, EE7M+, ULUC+, EE7P+, EE7Q+, CT1++, EE7M+, CT3++, EE7P+, EE7Q+	N3RUE	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Expanded Interconnection Service Cross Connect (EISCC) - Voice Grade/ISDN - EISCC		CCDSO	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Expanded Interconnection Service Cross Connect (EISCC) - Voice Grade/ISDN - EISCC		AEE1S	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Expanded Interconnection Service Cross Connect (EISCC) - Voice Grade/ISDN - Jack Panel		CCJAP	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Expanded Interconnection Service Cross Connect (EISCC) - DS0 - EISCC		C2CB4	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Expanded Interconnection Service Cross Connect (EISCC) - DS0 - Jack Panel		CCJAP	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Expanded Interconnection Service Cross Connect (EISCC) - DS1 - EISCC		CDS1U	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Expanded Interconnection Service Cross Connect (EISCC) - DS1 - Jack Panel		CDS1U	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Expanded Interconnection Service Cross Connect (EISCC) - DS1 - Repeater		CCJAP	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Expanded Interconnection Service Cross Connect (EISCC) - DS3 - EISCC		CDS3U	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Expanded Interconnection Service Cross Connect (EISCC) - DS3 - Jack Panel		CCJAP	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Expanded Interconnection Service Cross Connect (EISCC) - DS3 - Repeater			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Connect - EISCC - DS0 - Initial (CESAR/LEX - Simple)		XOX15	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Connect - EISCC - DS0 - Initial (CESAR/LEX - Simple)		HOX15	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Connect - EISCC - DS0 - Initial (Mechanized)		MOX15	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Connect - EISCC - DS1 - Initial (CESAR/LEX - Simple)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Connect - EISCC - DS1 - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Connect - EISCC - DS3 - Initial (CESAR/LEX - Simple)		CDS3S	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Connect - EISCC - DS3 - Initial (CESAR/LEX - Simple)		HOX82	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Connect - EISCC - DS3 - Initial (Mechanized)		MOX82	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Connect - Unbundled Service Cross Connect (DS0) - Initial (CESAR/LEX - Simple)	RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, B1L++, R1L++, BXL+, BNL++, BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+, BP3B+, RP3B+, NS3B+, L56++	XOX5O	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Connect - Unbundled Service Cross Connect (DS0) - Initial (CESAR/LEX - Simple)	RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, B1L++, R1L++, BXL+, BNL++, BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+, BP3B+, RP3B+, NS3B+, L56++	HOX5O	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Connect - Unbundled Service Cross Connect (DS0) - Initial (Mechanized)	RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, B1L++, R1L++, BXL+, BNL++, BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+, BP3B+, RP3B+, NS3B+, L56++	MOX5O	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Disconnect - EISCC - DS0 - Initial (CESAR/LEX - Simple)		XOX18	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Disconnect - EISCC - DS0 - Initial (CESAR/LEX - Simple)		HOX18	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Disconnect - EISCC - DS0 - Initial (Mechanized)		MOX18	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Disconnect - EISCC - DS1 - Initial (CESAR/LEX - Simple)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Disconnect - EISCC - DS1 - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Disconnect - EISCC - DS3 - Initial (CESAR/LEX - Simple)		CDS3D	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Disconnect - EISCC - DS3 - Initial (CESAR/LEX - Simple)		HOX96	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Disconnect - EISCC - DS3 - Initial (Mechanized)		MOX96	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Disconnect - Unbundled Service Cross Connect (DS0) - Initial (CESAR/LEX - Simple)	RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, B1L++, R1L++, BXL+, BNL++, BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+, BP3B+, RP3B+, NS3B+, L56++	XOX52	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Disconnect - Unbundled Service Cross Connect (DS0) - Initial (CESAR/LEX - Simple)	RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, B1L++, R1L++, BXL+, BNL++, BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+, BP3B+, RP3B+, NS3B+, L56++	HOX52	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Disconnect - Unbundled Service Cross Connect (DS0) - Initial (Mechanized)	RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, B1L++, R1L++, BXL+, BNL++, BP1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+, BP3B+, RP3B+, NS3B+, L56++	MOX52	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Change - EISCC - DS0 - Initial (CESAR/LEX - Simple)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Change - EISCC - DS0 - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Change - EISCC - DS1 - Initial (CESAR/LEX - Simple)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Change - EISCC - DS1 - Initial (Mechanized)			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Change - EISCC - DS3 - Initial (CESAR/LEX - Simple)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Change - EISCC - DS3 - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Change - Unbundled Service Cross Connect (DS0) - Initial (CESAR/LEX - Simple)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Change - Unbundled Service Cross Connect (DS0) - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Record - EISCC - DS0 - Initial (CESAR/LEX - Simple)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Record - EISCC - DS0 - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Record - EISCC - DS1 - Initial (CESAR/LEX - Simple)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Record - EISCC - DS1 - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Record - EISCC - DS3 - Initial (CESAR/LEX - Simple)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Cross Connect - Record - EISCC - DS3 - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Record - Unbundled Service Cross Connect (DS0) - Initial (CESAR/LEX - Simple)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Record - Unbundled Service Cross Connect (DS0) - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UC	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX91	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS1/DS0 (Mechanized)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - MultiplexingDS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - MultiplexingDS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX91	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (Mechanized)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UD	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX99	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (Mechanized)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - MultiplexingDS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - MultiplexingDS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX99	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (Mechanized)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (Mechanized)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - MultiplexingDS3/DS1 (CESAR/LEX - Simple)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS3/DS1 (Mechanized)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (Mechanized)			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - MultiplexingDS3/DS1 (CESAR/LEX - Simple)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS3/DS1 (Mechanized)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX88	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UC	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX88	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX88	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UC	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX88	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX98	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UD	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX98	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX98	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UD	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX98	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Mechanized)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Mechanized)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOCH3	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	SOCH3	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Mechanized)			
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOCH3	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	SOCH3	
13	CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - 4-Wire - Initial (Manaul/Fax - Complex)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L3X++, L32++, L33++, L36++, L4X++, L5X++, L56++, L6X++, L7X++, L8X++, L9X++	HOX55	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - 4-Wire - Initial (CESAR/LEX - Complex)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L3X++, L32++, L33++, L36++, L4X++, L5X++, L56++, L6X++, L7X++, L8X++, L9X++	XOX55	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - 4-Wire - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Assured - Initial (Manual/Fax - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	HOX12	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Assured - Initial (CESAR/LEX - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	XOX12	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Assured - Initial (Mechanized)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	MOX12	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Basic - Initial (Manual/Fax - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	HOXO8	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Basic - Initial (CESAR/LEX - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	XOXO8	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Basic - Initial (Mechanized)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	MOXO8	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Digital DS1 Copper - Initial (Manual/Fax - Complex)	BDL++, EE7M+	HOX32	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Digital DS1 Copper - Initial (CESAR/LEX - Complex)	BDL++, EE7M+	XOX32	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Digital DS1 Copper - Initial (Mechanized)	BDL++, EE7M+	MOX32	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Digital DS1 Fiber - Initial (Manual/Fax - Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Digital DS1 Fiber - Initial (CESAR/LEX - Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Digital DS1 Fiber - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - ISDN Link - Initial (Manual/Fax - Complex)	EE9E+, EE9F+, B1L++, R1L++	HOX32	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - ISDN Link - Initial (CESAR/LEX - Complex)	EE9E+, EE9F+, B1L++, R1L++	XOX32	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - ISDN Link - Initial (Mechanized)	EE9E+, EE9F+, B1L++, R1L++	MOX32	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - PBX Link - Initial (Manual/Fax - Complex)	EE7W+, BXL++	HOXO8	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - PBX Link - Initial (CESAR/LEX - Complex)	EE7W+, BXL++	XOXO8	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - PBX Link - Initial (Mechanized)	EE7W+, BXL++	MOXO8	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Coin Link - Initial (Manual/Fax - Complex)	EE7V+, BNL++	HOXO8	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Coin Link - Initial (CESAR/LEX - Complex)	EE7V+, BNL++	XOXO8	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - Coin Link - Initial (Mechanized)	EE7V+, BNL++	MOXO8	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - DS3 Loop - Initial (Manual)	ULUC+, EE7P+, EE7Q+	HOX32	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - DS3 Loop - Initial (CESAR/LEX)	ULUC+, EE7P+, EE7Q+	XOX32	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Connect - DS3 Loop - Initial (Mechanized)	ULUC+, EE7P+, EE7Q+	MOX32	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - 4-Wire - Initial (Manaul/Fax - Complex)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L3X++, L32++, L33++, L36++, L4X++, L5X++, L56++, L6X++, L7X++, L8X++, L9X++	HOX56	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - 4-Wire - Initial (CESAR/LEX - Complex)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L3X++, L32++, L33++, L36++, L4X++, L5X++, L56++, L6X++, L7X++, L8X++, L9X++	XOX56	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - 4-Wire - Initial (Mechanized)			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Assured - Initial (Manual/Fax - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	HOX14	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Assured - Initial (CESAR/LEX - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	XOX14	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Assured - Initial (Mechanized)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	MOX14	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Basic - Initial (Manual/Fax - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	HOX1O	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Basic - Initial (CESAR/LEX - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	XOX1O	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Basic - Initial (Mechanized)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	MOX1O	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Digital DS1 Copper - Initial (Manual/Fax - Complex)	BDL++, EE7M+	HOX34	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Digital DS1 Copper - Initial (CESAR/LEX - Complex)	BDL++, EE7M+	XOX34	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Digital DS1 Copper - Initial (Mechanized)	BDL++, EE7M+	MOX34	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Digital DS1 Fiber - Initial (Manual/Fax - Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Digital DS1 Fiber - Initial (CESAR/LEX - Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Digital DS1 Fiber - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - ISDN Link - Initial (Manual/Fax - Complex)	EE9E+, EE9F+, B1L++, R1L++	HOX34	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - ISDN Link - Initial (CESAR/LEX - Complex)	EE9E+, EE9F+, B1L++, R1L++	XOX34	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - ISDN Link - Initial (Mechanized)	EE9E+, EE9F+, B1L++, R1L++	MOX34	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Pbx Link - Initial (Manual/Fax - Complex)	EE7W+, BXL++	HOX1O	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Pbx Link - Initial (CESAR/LEX - Complex)	EE7W+, BXL++	XOX1O	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Pbx Link - Initial (Mechanized)	EE7W+, BXL++	MOX1O	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Coin Link - Initial (Manual/Fax - Complex)	EE7V+, BNL++	HOX1O	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Coin Link - Initial (CESAR/LEX - Complex)	EE7V+, BNL++	XOX1O	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - Coin Link - Initial (Mechanized)	EE7V+, BNL++	MOX1O	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - DS3 Loop - Initial (Manual)	ULUC+, EE7P+, EE7Q+	HOX34	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - DS3 Loop - Initial (CESAR/LEX)	ULUC+, EE7P+, EE7Q+	XOX34	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Disconnect - DS3 Loop - Initial (Mechanized)	ULUC+, EE7P+, EE7Q+	MOX34	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - 4-Wire - Initial (Manaul/Fax - Complex)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L3X++, L32++, L33++, L36++, L4X++, L5X++, L56++, L6X++, L7X++, L8X++, L9X++	HOX57	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - 4-Wire - Initial (CESAR/LEX - Complex)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L3X++, L32++, L33++, L36++, L4X++, L5X++, L56++, L6X++, L7X++, L8X++, L9X++	XOX57	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - 4-Wire - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Assured - Initial (Manual/Fax - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	HOX13	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Assured - Initial (CESAR/LEX - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	XOX13	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Assured - Initial (Mechanized)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	MOX13	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Basic - Initial (Manual/Fax - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	HOX69	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Basic - Initial (CESAR/LEX - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	XOX69	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Basic - Initial (Mechanized)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	MOX69	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Digital DS1 Copper - Initial (Manual/Fax - Complex)	BDL++, EE7M+	HOX33	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Digital DS1 Copper - Initial (CESAR/LEX - Complex)	BDL++, EE7M+	XOX33	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Digital DS1 Copper - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Digital DS1 Fiber - Initial (Manual/Fax - Complex)			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Digital DS1 Fiber - Initial (CESAR/LEX - Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Digital DS1 Fiber - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - ISDN Link - Initial (Manual/Fax - Complex)	EE9E+, EE9F+, B1L++, R1L++	HOX33	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - ISDN Link - Initial (CESAR/LEX - Complex)	EE9E+, EE9F+, B1L++, R1L++	XOX33	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - ISDN Link - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Pbx Link - Initial (Manual/Fax - Complex)	EE7W+, BXL++	HOX33	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Pbx Link - Initial (CESAR/LEX - Complex)	EE7W+, BXL++	XOX33	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Pbx Link - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Coin Link - Initial (Manual/Fax - Complex)	EE7V+, BNL++	HOX33	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Coin Link - Initial (CESAR/LEX - Complex)	EE7V+, BNL++	XOX33	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - Coin Link - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - DS3 Loop - Initial (Manual)	ULUC+, EE7P+, EE7Q+	HOX33	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - DS3 Loop - Initial (CESAR/LEX)	ULUC+, EE7P+, EE7Q+	XOX33	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Change - DS3 Loop - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - 4-Wire - Initial (Manaul/Fax - Complex)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L3X++, L32++, L33++, L36++, L4X++, L5X++, L56++, L6X++, L7X++, L8X++, L9X++	HOCH7	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - 4-Wire - Initial (CESAR/LEX - Complex)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L3X++, L32++, L33++, L36++, L4X++, L5X++, L56++, L6X++, L7X++, L8X++, L9X++	SOCH7	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - 4-Wire - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Assured - Initial (Manual/Fax - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	HOCH2	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Assured - Initial (CESAR/LEX - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	SOCH2	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Assured - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Basic - Initial (Manual/Fax - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	HOCH2	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Basic - Initial (CESAR/LEX - Simple)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	SOCH2	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Basic - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Digital DS1 Copper - Initial (Manual/Fax - Complex)	BDL++, EE7M+	HOCH2	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Digital DS1 Copper - Initial (CESAR/LEX - Complex)	BDL++, EE7M+	SOCH2	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Digital DS1 Copper - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Digital DS1 Fiber - Initial (Manual/Fax - Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Digital DS1 Fiber - Initial (CESAR/LEX - Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Digital DS1 Fiber - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - ISDN Link - Initial (Manual/Fax - Complex)	EE9E+, EE9F+, B1L++, R1L++	HOCH2	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - ISDN Link - Initial (CESAR/LEX - Complex)	EE9E+, EE9F+, B1L++, R1L++	SOCH2	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - ISDN Link - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Pbx Link - Initial (Manual/Fax - Complex)	EE7W+, BXL++	HOCH2	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Pbx Link - Initial (CESAR/LEX - Complex)	EE7W+, BXL++	SOCH2	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Pbx Link - Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Coin Link - Initial (Manual/Fax - Complex)	EE7V+, BNL++	HOCH2	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Coin Link - Initial (CESAR/LEX - Complex)	EE7V+, BNL++	SOCH2	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - Coin Link - Initial (Mechanized)			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - DS3 Loop - Initial (Manual)	ULUC+, EE7P+, EE7Q+	HOCH7	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - DS3 Loop - Initial (CESAR/LEX)	ULUC+, EE7P+, EE7Q+	SOCH7	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Link - Record - DS3 Loop - Initial (Mechanized)			
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Dsl Capable Loops: Connect - 2-Wire Digital Loop ISDN/IDSL - Initial - Manual/Fax - Complex	BP1A+, RP1A+, NS1A+	HOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Dsl Capable Loops: Connect - 2-Wire Digital Loop ISDN/IDSL - Initial - CESAR/LEX - Complex	BP1A+, RP1A+, NS1A+	XOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - 2-Wire Digital Loop ISDN/IDSL - Initial - Mechanized	BP1A+, RP1A+, NS1A+	MOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #1 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP1B+, RP1B+, NS1B+	HOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #1 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP1B+, RP1B+, NS1B+	XOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #1 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP1B+, RP1B+, NS1B+	MOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #2 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP2X+, RP2X+, NS2X+	HOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #2 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP2X+, RP2X+, NS2X+	XOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #2 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP2X+, RP2X+, NS2X+	MOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #3 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3A+, RP3A+, NS3A+	HOX32	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #3 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3A+, RP3A+, NS3A+	XOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #3 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3A+, RP3A+, NS3A+	MOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #4 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP4X+. RP4X+, NS4X+	HOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #4 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP4X+. RP4X+, NS4X+	XOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #4 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP4X+. RP4X+, NS4X+	MOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #5 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP5X+, RP5X+, NS5X+	HOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #5 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP5X+, RP5X+, NS5X+	XOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #5 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP5X+, RP5X+, NS5X+	MOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #7 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP7X+, RP7X+, NS7X+	HOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #7 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP7X+, RP7X+, NS7X+	XOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #7 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP7X+, RP7X+, NS7X+	MOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #3 - 4-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3B+, RP3B+, NS3B+	HOX32	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #3 - 4-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3B+, RP3B+, NS3B+	XOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Connect - PSD #3 - 4-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3B+, RP3B+, NS3B+	MOX32	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire Digital Loop ISDN/IDSL - Initial - Manual/Fax - Complex	BP1A+, RP1A+, NS1A+	HOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire Digital Loop ISDN/IDSL - Initial - CESAR/LEX - Complex	BP1A+, RP1A+, NS1A+	XOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire Digital Loop ISDN/IDSL - Initial - Mechanized	BP1A+, RP1A+, NS1A+	MOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #1 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP1B+, RP1B+, NS1B+	HOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #1 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP1B+, RP1B+, NS1B+	XOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #1 - 2-Wire xDSL Loop - Initial - Mechanized	BP1B+, RP1B+, NS1B+	MOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #2 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP2X+, RP2X+, NS2X+	HOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #2 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP2X+, RP2X+, NS2X+	XOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #2 - 2-Wire xDSL Loop - Initial - Mechanized	BP2X+, RP2X+, NS2X+	MOX34	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #3 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3A+, RP3A+, NS3A+	HOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #3 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP3A+, RP3A+, NS3A+	XOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #3 - 2-Wire xDSL Loop - Initial - Mechanized	BP3A+, RP3A+, NS3A+	MOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #4 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP4X+. RP4X+, NS4X+	HOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #4 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP4X+. RP4X+, NS4X+	XOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #4 - 2-Wire xDSL Loop - Initial - Mechanized	BP4X+. RP4X+, NS4X+	MOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #5 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP5X+, RP5X+, NS5X+	HOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #5 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP5X+, RP5X+, NS5X+	XOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #5 - 2-Wire xDSL Loop - Initial - Mechanized	BP5X+, RP5X+, NS5X+	MOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #7 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP7X+, RP7X+, NS7X+	HOX34	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #7 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP7X+, RP7X+, NS7X+	XOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 2-Wire xDSL Loop - PSD #7 - 2-Wire xDSL Loop - Initial - Mechanized	BP7X+, RP7X+, NS7X+	MOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 4-Wire xDSL Loop - PSD #3 - 4-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3B+, RP3B+, NS3B+	HOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 4-Wire xDSL Loop - PSD #3 - 4-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP3B+, RP3B+, NS3B+	XOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Disconnect - 4-Wire xDSL Loop - PSD #3 - 4-Wire xDSL Loop - Initial - Mechanized	BP3B+, RP3B+, NS3B+	MOX34	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - 2-Wire Digital Loop ISDN/IDSL - Initial - Manual/Fax - Complex	BP1A+, RP1A+, NS1A+	HOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - 2-Wire Digital Loop ISDN/IDSL - Initial - CESAR/LEX - Complex	BP1A+, RP1A+, NS1A+	XOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - 2-Wire Digital Loop ISDN/IDSL - Initial - Mechanized	BP1A+, RP1A+, NS1A+	MOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #1 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP1B+, RP1B+, NS1B+	HOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #1 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP1B+, RP1B+, NS1B+	XOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #1 - 2-Wire xDSL Loop - Initial - Mechanized	BP1B+, RP1B+, NS1B+	MOX33	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #2 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP2X+, RP2X+, NS2X+	HOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #2 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP2X+, RP2X+, NS2X+	XOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #2 - 2-Wire xDSL Loop - Initial - Mechanized	BP2X+, RP2X+, NS2X+	MOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #3 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3A+, RP3A+, NS3A+	HOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #3 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP3A+, RP3A+, NS3A+	XOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #3 - 2-Wire xDSL Loop - Initial - Mechanized	BP3A+, RP3A+, NS3A+	MOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #4 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP4X+. RP4X+, NS4X+	HOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #4 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP4X+. RP4X+, NS4X+	XOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #4 - 2-Wire xDSL Loop - Initial - Mechanized	BP4X+. RP4X+, NS4X+	MOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #5 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP5X+, RP5X+, NS5X+	HOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #5 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP5X+, RP5X+, NS5X+	XOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #5 - 2-Wire xDSL Loop - Initial - Mechanized	BP5X+, RP5X+, NS5X+	MOX33	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #7 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP7X+, RP7X+, NS7X+	HOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #7 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP7X+, RP7X+, NS7X+	XOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #7 - 2-Wire xDSL Loop - Initial - Mechanized	BP7X+, RP7X+, NS7X+	MOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #3 - 4-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3B+, RP3B+, NS3B+	HOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #3 - 4-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP3B+, RP3B+, NS3B+	XOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Change - PSD #3 - 4-Wire xDSL Loop - Initial - Mechanized	BP3B+, RP3B+, NS3B+	MOX33	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - 2-Wire Digital Loop ISDN/IDSL - Initial - Manual/Fax - Complex	BP1A+, RP1A+, NS1A+	HOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - 2-Wire Digital Loop ISDN/IDSL - Initial - CESAR/LEX - Complex	BP1A+, RP1A+, NS1A+	SOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - 2-Wire Digital Loop ISDN/IDSL - Initial - Mechanized			
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #1 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP1B+, RP1B+, NS1B+	HOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #1 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP1B+, RP1B+, NS1B+	SOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #1 - 2-Wire xDSL Loop - Initial - Mechanized			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #2 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP2X+, RP2X+, NS2X+	HOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #2 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP2X+, RP2X+, NS2X+	SOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #2 - 2-Wire xDSL Loop - Initial - Mechanized			
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #3 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3A+, RP3A+, NS3A+	HOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #3 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP3A+, RP3A+, NS3A+	SOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #3 - 2-Wire xDSL Loop - Initial - Mechanized			
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #4 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP4X+. RP4X+, NS4X+	HOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #4 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP4X+. RP4X+, NS4X+	SOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #4 - 2-Wire xDSL Loop - Initial - Mechanized			
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #5 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP5X+, RP5X+, NS5X+	HOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #5 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP5X+, RP5X+, NS5X+	SOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #5 - 2-Wire xDSL Loop - Initial - Mechanized			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #7 - 2-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP7X+, RP7X+, NS7X+	HOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #7 - 2-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP7X+, RP7X+, NS7X+	SOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #7 - 2-Wire xDSL Loop - Initial - Mechanized			
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #3 - 4-Wire xDSL Loop - Initial - Manual/Fax - Complex	BP3B+, RP3B+, NS3B+	HOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #3 - 4-Wire xDSL Loop - Initial - CESAR/LEX - Complex	BP3B+, RP3B+, NS3B+	SOCH2	
14	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - DSL Capable Loops: Record - PSD #3 - 4-Wire xDSL Loop - Initial - Mechanized			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Connect - NID To NID Crossconnect - Simple (Manual/Fax - Simple/Complex)		HSNID	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Connect - NID To NID Crossconnect - Simple (CESAR/LEX - Simple/Complex)		PSNID	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Connect - NID To NID Crossconnect - Simple (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Connect - NID To NID Crossconnect - Complex Initial (Manual/Fax - Simple/Complex)		HCNID	
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Connect - NID To NID Crossconnect - Complex Initial (CESAR/LEX)		PCNID	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Connect - NID To NID Crossconnect - Complex Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Disconnect - NID To NID Crossconnect - Simple (Manual/Fax - Simple/Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Disconnect - NID To NID Crossconnect - Simple (CESAR/LEX - Simple/Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Disconnect - NID To NID Crossconnect - Simple (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Disconnect - NID To NID Crossconnect - Complex Initial (Manual/Fax - Simple/Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Disconnect - NID To NID Crossconnect - Complex Initial (CESAR/LEX)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Disconnect - NID To NID Crossconnect - Complex Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Change - NID To NID Crossconnect - Simple (Manual/Fax - Simple/Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Change - NID To NID Crossconnect - Simple (CESAR/LEX - Simple/Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Change - NID To NID Crossconnect - Simple (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Change - NID To NID Crossconnect - Complex Initial (Manual/Fax - Simple/Complex)			

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Change - NID To NID Crossconnect - Complex Initial (CESAR/LEX)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Change - NID To NID Crossconnect - Complex Initial (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Record - NID To NID Crossconnect - Simple (Manual/Fax - Simple/Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Record - NID To NID Crossconnect - Simple (CESAR/LEX - Simple/Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Record - NID To NID Crossconnect - Simple (Mechanized)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Record - NID To NID Crossconnect - Complex Initial (Manual/Fax - Simple/Complex)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Record - NID To NID Crossconnect - Complex Initial (CESAR/LEX)			
13	CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Network Interface Device (NID) - Record - NID To NID Crossconnect - Complex Initial (Mechanized)			
13	CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 2-Wire		ABPM2	
13	CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 4-Wire		ABPM4	
13	CA	ADDITIONAL NETWORK ELEMENTS	2-Wire Analog Bridge Plug			
13	CA	ADDITIONAL NETWORK ELEMENTS	4-Wire Analog Bridge Plug			
13	CA	ADDITIONAL NETWORK ELEMENTS	Program Audio Bridge		PAB	