

13.12* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a PACIFIC Switch Port with a CLECs own facilities point of access are as follows:

13.12.1 Analog Line Port to Adjacent Location Method to point of access

13.12.2 ISDN BRI Port to Adjacent Location Method to point of access

13.12.3 ISDN PRI Trunk Port to Adjacent Location Method point of access

13.13 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a SWBT, NEVADA and PACIFIC 2 -Wire Loop with a SWBT, NEVADA and PACIFIC Port are as follows:

13.13.1 2 -Wire Analog Loop to Analog line Port

13.13.2 2 -Wire Digital Loop to ISDN BRI Port

13.14 Maintenance of Elements

13.14.1 If trouble occurs with unbundled network elements provided by SBC-13STATE, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in SBC-13STATE's equipment and/or facilities, CLEC will issue a trouble report to SBC-13STATE.

13.14.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and SBC-13STATE dispatches personnel to the End User's premises or a SBC-13STATE Central Office and trouble was not caused by SBC-13STATE's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

13.14.3 CLEC shall pay Time and Material charges when SBC-13STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-13STATE or in detariffed CPE provided by SBC-13STATE, unless covered under a separate maintenance agreement.

13.14.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested

- for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 13.14.5 If CLEC issues a trouble report allowing SBC-13STATE access to the End User's premises and SBC-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-13STATE personnel are dispatched. Subsequently, if SBC-13STATE personnel are allowed access to the premises, these charges will still apply.
- 13.14.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-13STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-13STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-13STATE performed other than on a normally scheduled workday.
- 13.14.7 If CLEC requests or approves a SBC-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

14. RESERVATION OF RIGHTS

- 14.1 SBC-13STATE's provision of UNEs identified in this Agreement is subject to the provisions of the federal Act, including but not limited to, Section 251(d). Both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order.

If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

15. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 15.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX WP

TABLE OF CONTENTS

1. INTRODUCTION 3

2. SERVICE PROVIDED 3

3. USE OF SUBSCRIBER LISTING INFORMATION..... 5

4. PRICING..... 6

5. ASSIGNMENT 6

6. LIABILITY..... 7

7. BREACH OF CONTRACT 7

8. TERM 8

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 8

**APPENDIX WP
(WHITE PAGES DIRECTORY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, SBC-8STATE means the above listed ILEC's doing business in Missouri, Oklahoma, Arkansas, Kansas, Texas, California, Nevada, and Connecticut.
- 1.6 The prices at which SBC-13STATE agrees to provide CLEC with White Page services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.7 SBC-AMERITECH –Except where expressly stated, the terms and conditions for switch-based CLECs, CLEC's leasing unbundled switch ports, and conditions for including CLEC End User listings in SBC-AMERITECH White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of SBC-AMERITECH.

2. SERVICE PROVIDED

- 2.1 SBC-8STATE publishes White Pages (WP) directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to

include alphabetical listings information for its End Users in the appropriate SBC-8STATE White Pages directories.

- 2.2 CLEC also desires distribution to its End Users of the WP directories that include listings of CLEC's End Users.
- 2.3 Subject to SBC-8STATE's practices, as well as the rules and regulations applicable to the provision of WP directories, SBC-8STATE will include in appropriate WP directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and SBC-8STATE practices are subject to change from time to time.
- 2.4 Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the CLEC shall furnish to SBC-8STATE, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC-8STATE may require to prepare and print the alphabetical listings of said directory.
- 2.5 CLEC may provide CLEC's subscriber listing information to SBC-8STATE for inclusion in the WP directory via either a mechanical or manual feed of the listing information to SBC-8STATE's directory listing database.
- 2.6 CLEC may choose to have its End User listings alphabetically interfiled (interspersed) SBC-8STATE subscriber listings or published in a separate section of the WP directory. SBC-8STATE, at its option, may impose an additional charge associated with separating CLEC End User listings and publishing them in a separate section of the WP directories. Sixty (60) days prior to the business office close date for a particular directory, SBC-8STATE shall provide CLEC a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each CLEC End User. CLEC shall review this verification list and shall submit to SBC-8STATE any necessary additions, deletions or modifications within thirty (30) calendar days of the directory close date.
- 2.7 Each CLEC subscriber will receive one copy per primary End User listing of SBC-8STATE White Pages directory in the same manner and at the same time that they are delivered to SBC-8STATE's subscribers during the annual delivery of newly published directories. SBC-8STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, CLEC may provide to SBC-8STATE written specifications of the total number of directories that it will require, at least sixty (60) days prior to the

directory close. In that event, SBC-8STATE will deliver the remaining directories included in the CLEC's order in bulk to an address specified by the CLEC.

- 2.8 SBC-8STATE will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide SBC-8STATE with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to SBC-8STATE approval. In those directories in which SBC-8STATE includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.9 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the WP directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than SBC-8STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to SBC-8STATE the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 CLEC authorizes SBC-13STATE to include and use the subscriber listing information provided to SBC-13STATE pursuant to this Appendix in SBC-13STATE's appropriate printed WP directory and SBC-13STATE's directory assistance databases. Included in this authorization is the exchange of extended area service listings SBC-13STATE provides for Independent Company directory publications and 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 SBC-13STATE's use of CLEC's subscriber listing information in SBC-13STATE's current and future directory assistance and directory assistance related products and services.
- 3.2 At CLEC's written request, SBC-8STATE shall transmit CLEC's End User listing information to designated third party directory publishers (limited to publishers that SBC-8STATE transmits its own listing information) for a one-time administrative fee of one hundred dollars (\$100.00) per occurrence, per directory publisher.

4. PRICING

- 4.1 The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference. If CLEC provides its subscriber listing information to SBC-8STATE's listings database, SBC-8STATE will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to CLEC End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to CLEC. Included in this rate, CLEC will receive for its End User, one primary listing in SBC-8STATE's WP directory, a listing in SBC-8STATE's directory assistance database and, at the time of annual distribution of newly published directories, one copy of the directory provided to either CLEC's End Users, or in bulk to the CLEC location. SBC-8STATE has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.2 SBC-8STATE has no obligation to provide any additional WP directories above the number of directories forecast by CLEC per Section 2.5 above. While SBC-8STATE has no obligation to provide WP directories to CLEC or CLEC End Users after the annual distribution of newly published directories, SBC-8STATE will in good faith attempt to accommodate CLEC requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, SBC-8STATE will provide the directories in bulk to CLEC and will assess a per book charge.
- 4.3 Where a CLEC End User requires additional listings to appear in the WP directory, SBC-8STATE will assess CLEC a charge for such listings at existing SBC-8STATE tariff rates. An additional charge at SBC-8STATE's tariff rate applies when CLEC wishes to list an End User in SBC-8STATE's directory assistance database but does not wish to have its End-User listed in SBC-8STATE's WP directory. In addition, for those CLEC End Users served by CLEC via a SBC-8STATE unbundled switch port, CLEC may elect to have its End User unlisted and the listing not published in SBC-8STATE's WP directory at SBC-8STATE's tariff rate for those nonpublished, nonlisted services.
- 4.4 For inclusion of the CLEC "Informational Page" in the WP directory, SBC-8STATE shall charge the CLEC an annual fee for inclusion in the Metropolitan area book.

5. ASSIGNMENT

- 5.1 Except as stated in Section 3 herein, SBC-8STATE shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall

SBC-8STATE authorize any other company or any person to use the subscriber listing information for any other purpose. SBC-8STATE shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SBC-8STATE takes to protect its own listings from unauthorized use), whether by SBC-8STATE, its agents, employees or others.

6. LIABILITY

- 6.1 CLEC hereby releases SBC-8STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to SBC-8STATE under this Appendix, and/or CLEC's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 6.2 CLEC shall indemnify, protect, save harmless and defend SBC-8STATE (or SBC-8STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC-8STATE, and/or against SBC-8STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the WP directory, SBC-8STATE may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SBC-8STATE for reasonable attorney's fees and other expenses incurred by SBC-8STATE in handling and defending such demand, claim and/or suit.
- 6.3 This Appendix 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. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the

breaching Party, whereupon this Appendix shall be null and void with respect to any issue of SBC-8STATE's WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

8.1 This Appendix shall continue in force for one (1) year until terminated by sixty-(60) calendar days prior written notice by either Party to the other. Upon termination, SBC-8STATE shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and shall promptly return such subscriber listing information to the CLEC.

8.2 Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within sixty (60) calendar days of termination.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX WP

**EXHIBIT I
PRICE LIST**

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy¹ Ordered After Initial Order

¹ Subject to Availability

APPENDIX LIDB SERVICE

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS..... 3

3. DESCRIPTION OF SERVICE..... 4

4. PRICE AND PAYMENT..... 6

5. OWNERSHIP OF INFORMATION..... 8

6. TERM AND TERMINATION..... 9

7. LIMITATION OF LIABILITY..... 9

8. COMMUNICATION AND NOTICES 11

9. CONFIDENTIALITY..... 12

10. MUTUALITY..... 12

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 12

APPENDIX LIDB SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, SBC-AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, PACIFIC means the applicable above listed ILECs doing business in California.
- 1.8 As used herein, SNET means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 "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.
- 2.2 "Data Owner" means a telecommunications company, including SBC-13STATE that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

- 2.3 “**Personal Identification Number**” (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 “**Query**” means a message that represents a request to a Database for information.
- 2.5 “**Query Rate**” means a per-query usage rate that applies to each Query received at an SBC-12STATE Database.
- 2.6 “**Query Transport Rate**” means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB resides and back.
- 2.7 “**Response**” means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. SBC-12STATE provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
- 3.1.1 Tariff FCC No. 2 (applicable only to SBC-AMERITECH)
- 3.1.2 Tariff FCC No. 73 (applicable only to SBC-SWBT)
- 3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to SNET)
- 3.1.4 Tariff FCC No. 128 (applicable only to PACIFIC)
- 3.2 SBC-12STATE will provide CLEC with access to SBC-12STATE's LIDB for CNAM Query except SBC-AMERITECH will provide access to LIDB for CNAM Query after April 5, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to SBC-12STATE'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. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC-12STATE to properly process Queries to its LIDB.

- 3.4 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SBC-12STATE's CCS/SS7 network. CLEC further agrees that SBC-12STATE, at its sole discretion, shall employ certain automatic and/or manual overload controls within SBC-12STATE's CCS/SS7 network to guard against these detrimental effects. SBC-12STATE will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to SBC-12STATE initiating service under this Appendix, CLEC 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, SBC-12STATE, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service to CLEC, SBC-12STATE shall notify CLEC of SBC-12STATE's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to SBC-12STATE.
- 3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.7 CLEC understands that access to SBC-12STATE's LIDB may not provide CLEC with access to all of the data of all Data Owners in SBC-12STATE's LIDB. When a region in SBC-12STATE implements LIDB Data Screening by Data Owner, certain Data Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that SBC-12STATE will comply with Data Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Data Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Data Owner's LIDB Information will be between CLEC and said Data Owner.
- 3.8 Data Owners are solely responsible for the accuracy and completeness of the Line Records they store in SBC-12STATE's LIDB; accordingly SBC-12STATE is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Data Owner.
- 3.9 SBC-12STATE provides LIDB Service as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where SBC-13STATE is the incumbent local exchange carrier. CLEC

agrees that any use of SBC-12STATE's LIDB, for the provision of LIDB Service Applications by CLEC outside of the area where SBC-13STATE is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 CLEC will pay SBC-12STATE a per-Query rate for each Query initiated into SBC-12STATE's LIDB. CLEC will also pay SBC-12STATE a per-Query Transport Rate for each Validation and OLNS Query initiated into SBC-12STATE's LIDB and for each CNAM Query initiated into SBC-SWBT's LIDB. These rates are set forth in Appendix Pricing.
- 4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service and/or LIDB Service Application in SBC-SWBT and SBC-AMERITECH. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 CLEC will make payment to SBC-12STATE for LIDB Service based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 Except as set forth in Section 4.11, SBC-12STATE will record usage information for CLEC's LIDB Service Queries terminating to SBC-12STATE's LIDB. SBC-12STATE will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 CLEC will notify SBC-12STATE when CLEC discontinues use of an OPC used to Query LIDB.
- 4.8 SBC-12STATE will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.

- 4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to SBC-12STATE's LIDB, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within SBC-12STATE's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.
- 4.10 If CLEC operates in more than one (1) State in SBC-SWBT's or SBC-AMERITECH's incumbent region(s), SBC-SWBT and/or SBC-AMERITECH will apply company-level rates to the LIDB Services provided to CLEC under this Agreement. SBC-SWBT and/or SBC-AMERITECH will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB information.
- 4.11 The following applies only to PACIFIC:
- 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, PACIFIC will record usage information for CLEC's LIDB Service Queries terminating to PACIFIC's LIDB. PACIFIC will use its SCPs as the source of usage data.
- 4.11.2 Until such time as PACIFIC has the usage recording ability set forth in Section 4.5 above, CLEC will provide PACIFIC with usage information from which PACIFIC will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to PACIFIC's Calling Name Database and to PACIFIC's LIDB for OLNS Queries. CLEC will provide such information to PACIFIC on a monthly basis by a date agreed to by PACIFIC and CLEC. CLEC will deliver such information to locations specified by PACIFIC. If CLEC uses a third-party's network to access PACIFIC's Calling Name Database and/or PACIFIC's LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide PACIFIC with recordings of CLEC's usage, PACIFIC will accept such usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.
- 4.11.3 CLEC will provide to, or cause to be provided to, PACIFIC CNAM Query and/or OLNS Query usage information at no additional charge to PACIFIC. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide PACIFIC with reports that identifies usage by Originating Point Code. CLEC and PACIFIC will agree upon the format and media type that CLEC will use to provide such usage data to PACIFIC. CLEC understands and agrees that PACIFIC cannot identify access by data owner until PACIFIC has the capability set forth in Section 4.5 above. When PACIFIC has the ability set forth in Section 4.5 above,

PACIFIC will bill CLEC based upon PACIFIC's own usage recordings as set forth in Section 4.5 above.

4.11.4 PACIFIC will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.

4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that PACIFIC will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to PACIFIC's network. CLEC 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. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to PACIFIC for billing. Once PACIFIC has the ability set forth in Section 4.5 above, PACIFIC and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from PACIFIC as set forth in Section 4.5 above.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, PACIFIC will bill CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in SBC-12STATE's LIDB (i.e., Data Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by parties, CLEC will not use LIDB Service for purposes other than those described in this Appendix. CLEC may use LIDB Service for such authorized purposes only on a call-by-call basis. Data accessed on LIDB may not be stored by CLEC elsewhere for future use.

5.3 Proprietary information residing in SBC-12STATE's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

- 5.3.3 Billed Number Screening (BNS) indicators
- 5.3.4 Class of Service (also referred to as Service or Equipment)
- 5.3.5 Reports on LIDB usage
- 5.3.6 Information related to billing for LIDB usage
- 5.3.7 LIDB usage statistics
- 5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from SBC-12STATE's LIDB.
- 5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-12STATE's LIDB.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SBC-12STATE or CLEC to terminate the Appendix, SBC-12STATE and CLEC shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service.

- 7.2 The remedies as set forth above in this Appendix shall be exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 7.3 In no event shall SBC-12STATE have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service purchasers.
- 7.4 SBC-12STATE is furnishing access to its LIDB to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SBC-12STATE agrees to make every reasonable attempt to provide accurate LIDB information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that SBC-12STATE can furnish Line Record information only as accurate and current as the information has been provided to SBC-12STATE for inclusion in its LIDB. Therefore, SBC-12STATE, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by SBC-12STATE's willful misconduct or gross negligence.
- 7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:
- 7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY SBC-12STATE HEREUNDER SHALL BE PROVIDED "AS IS". SBC-12STATE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, SBC-12STATE IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.
- 7.6 CLEC acknowledges that SBC-12STATE's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of

business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-12STATE, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in SBC-12STATE's Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from SBC-12STATE's willful misconduct or gross negligence.

- 7.7 CLEC acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to SBC-12STATE's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, SBC-12STATE, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold SBC-12STATE harmless from and defend and indemnify SBC-12STATE for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SBC-12STATE's willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from SBC-12STATE shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

- 10.1 CLEC agrees to make its Line Record Information available to SBC-12STATE. Should CLEC store its Line Record information in a database other than SBC-12STATE's, CLEC will make such Information available to SBC-12STATE through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-12STATE and the database provider. SBC-12STATE agrees to negotiate in good faith to reach such an agreement. If SBC-12STATE is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by SBC-12STATE's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX LIDB – AS

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS 3

3. GENERAL DESCRIPTION 4

4. SERVICE DESCRIPTION 4

5. MANNER OF PROVISIONING 12

6. BILLING..... 16

7. COMPENSATION OPTION 16

8. PRICE AND PAYMENT 19

9. CONFIDENTIALITY..... 19

10. LIABILITY 19

11. DISCLAIMER OF WARRANTIES 20

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 20

APPENDIX LIDB-AS

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.8 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 **“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.
- 2.2 **“Data Owner”** means a telecommunications company, including **SBC-13STATE** that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.

- 2.3 “**Personal Identification Number**” (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 “**Query**” means a message that represents a request to a Database for information.
- 2.5 “**Query Transport Rate**” means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB resides and back.
- 2.6 “**Validation Information**” means a Data Owner’s records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

- 3.1 SBC-12STATE’s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide SBC-12STATE with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. SBC-12STATE’s LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, SBC-12STATE enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access, create, modify or update CLEC’s Line Record Information in LIDB when such records are associated with CLEC’s subscriber accounts that are provided only on CLEC’s own end office switch.
- 4.2 CLEC cannot use any of the unbundled, electronic interfaces SBC-12STATE provides under this Appendix to access any Line Records CLEC might have in SBC-12STATE’s LIDB that are administered by a company other than CLEC. This includes, but is not limited to, SBC-12STATE retail accounts, CLEC’s accounts administered by SBC-12STATE based on Local Service Requests, and resold accounts.

4.3 Electronic Interfaces - Where available, SBC-12STATE has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to SBC-12STATE's LIDB administrative systems that is equivalent to SBC-12STATE's own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB administrative system. SBC-SWBT also provides the Service Order Entry Interface to requesting CLECs that use SBC-SWBT's UNE local switch ports. PACIFIC, SBC-AMERITECH, and SNET will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide SBC-12STATE with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SBC-12STATE's Service Order Entry Interface. CLEC does not gain access to any interface, database, operations support system, or other SMS.

4.3.1.3 SBC-12STATE will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SBC-12STATE to provide CLEC with Data Base Administration and Storage.

4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a SBC-12STATE's LIDB administrative system or CLEC can choose to use this interface in conjunction with the Interactive Interface that SBC-12STATE provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use.

4.3.1.5 CLEC understands and agrees that its access to SBC-12STATE's LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to SBC-12STATE for administration.

4.3.2 Interactive Interface

4.3.2.1 The Interactive Interface provides CLEC with unbundled access to PACIFIC's and SBC-SWBT's LIDB administrative systems that is equivalent to PACIFIC's and SBC-SWBT's access at its LIDB DBAC. Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform all of the data administration tasks PACIFIC's and/or SBC-SWBT's LIDB DBAC personnel can perform on PACIFIC's and/or SBC-SWBT's own Line Records. SBC-AMERITECH and SNET will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

4.3.2.2 CLEC's access to the LIDB administrative system through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not assigned to PACIFIC and/or SBC-SWBT for administration.

4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB administrative system. CLEC does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.

4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that SBC-12STATE provides

under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 Tape Load Facility Interface

4.4.1 Tape Load Facility Interface provides CLEC with unbundled access to Tape Load facilities in those SBC-12STATE ILECs that use such facilities to load data into LIDB and/or the LIDB administrative system. SBC-SWBT is the only SBC-12STATE ILEC that uses Tape Loads.

4.4.2 Tape Load Facility Interface allows CLEC to create and submit magnetic tapes for input into a LIDB administrative system and/or LIDB.

4.4.3 Tape Load Facility Interface is available only for special occurrences, such as CLEC's initial load of data, updating CLEC's entire data store for a new LIDB capability, and when CLEC's updates exceed one hundred thousand (100,000) Line Records over and above CLEC's normal daily update processing.

4.4.4 CLEC can choose one of two options for using the Tape Load Facility Interface. These options are the Single Tape Option and the Multiple Tape Option.

4.4.5 Single Tape Option

4.4.5.1 CLEC will create and deliver one set of tape(s) to SBC-SWBT's Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, SBC-SWBT will load CLEC's updates into LVAS. CLEC will limit each tape to 500,000 (five hundred thousand) Line Records or less. SBC-SWBT will use these tapes to update or create CLEC's records in LVAS. SBC-SWBT will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

4.4.5.2 SBC-SWBT will provide CLEC with record format and hardware requirements for such tapes and CLEC will comply with such documentation in creating its tapes. SBC-SWBT will also provide CLEC with the name and address of SBC-SWBT's LVAS System Administrator to whom CLEC will deliver the tapes.

4.4.6 Multiple Tape Option

4.4.6.1 The multiple tape option allows CLEC to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option. It requires CLEC to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, SBC-SWBT will load CLEC's updates directly into LIDB and LVAS. CLEC will provide SBC-SWBT with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. SBC-SWBT will provide CLEC with record format and hardware requirements for the tape load as well as the name and address where CLEC will deliver each set of tapes.

4.4.6.2 SBC-SWBT and CLEC will negotiate mutually agreed upon dates and times for tape loads of CLEC's data.

4.4.6.3 CLEC will use the Tape Load Facility Interface only for CLEC's subscribers' Line Records. CLEC will not use the Tape Load Facility Interface to modify any Group Record nor will CLEC use the Tape Load Facility to modify any Line Record belonging to another Data Owner.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides CLEC with unbundled access to SBC-12STATE's LIDB Editor that is equivalent to SBC-12STATE's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. SBC-12STATE will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB administrative system.

4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized SBC-12STATE employees. CLEC will have access to such SBC-12STATE employees only for the same purposes that SBC-12STATE has access to LIDB Editor.

4.5.3 SBC-12STATE limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

- 4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to SBC-12STATE at the time CLEC makes its update request. CLEC and SBC-12STATE will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.
- 4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method CLEC uses for its ongoing Line Record administration) once administrative system update capability is restored. CLEC understands that if it does not confirm such updates such changes might become reversed during audit processing.
- 4.6 Audits
- 4.6.1 LIDB Audit
- 4.6.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.
- 4.6.1.2 SBC-12STATE will run the LIDB audit on a daily basis.
- 4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.
- 4.6.2 Source Audit
- 4.6.2.1 This audit verifies that a Data Owner's Line Records in the LIDB administrative system match the source of the Data Owner's Line Records.

- 4.6.2.2 The source of Data Owners' Line Records that SBC-12STATE administers through a service order process will be the SBC-12STATE's billing system that maintains the LIDB data for such Data Owners.
- 4.6.2.3 SBC-12STATE will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC administers through unbundled electronic interface(s). SBC-12STATE will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.
- 4.6.2.4 CLEC will use the file SBC-12STATE provides in Section 4.6.2.3 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.
- 4.6.2.5 SBC-12STATE will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) SBC-12STATE will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and SBC-12STATE will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.7 LSR Process

- 4.7.1 The LSR Process allows SBC-12STATE to create and administer CLEC's data on CLEC's behalf through a bundled service order flow. The LSR Process is only available to CLEC when CLEC is providing service to end users using SBC-12STATE's UNE local switch ports.
- 4.7.2 The LSR Process is not an interface to the LIDB administrative system. CLEC can obtain access to SBC-12STATE's LIDB administrative system LVAS only through the electronic unbundled interfaces SBC-12STATE offers in Section 4.3 of this Appendix.
- 4.7.3 CLEC will not have direct access to any of its records that SBC-12STATE administers through the LSR Process.

- 4.7.4 CLEC will provide complete information in its LSR to SBC-12STATE so that SBC-12STATE can populate CLEC's line record completely and accurately. If CLEC's LSR does not contain information needed to populate a data element in LIDB, SBC-12STATE will populate such data element with SBC-12STATE-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit said data element. Use of default information does not relieve CLEC of its responsibility for providing SBC-12STATE complete and accurate information in LIDB. In the event SBC-12STATE populates CLEC's Line Records with default information under this paragraph, SBC-12STATE will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SBC-12STATE's gross negligence or willful misconduct.
- 4.7.5 The following applies only to SBC-SWBT.
- 4.7.5.1 SBC-SWBT will transfer LIDB Line Records between local service providers (including SBC-SWBT) based on conversion activity either "as is" or "with changes".
- 4.7.5.2 CLEC will identify through a registration form that SBC-SWBT will provide to CLEC, how CLEC's Line Records will be created, transferred, or administered.
- 4.7.5.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether SBC-SWBT will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.
- 4.7.5.4 Conversion Activity. CLEC will identify whether SBC-SWBT will convert LIDB Line Records from a previous local service provider (including SBC-SWBT) to CLEC with changes to end user information or without changes to end user information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have SBC-SWBT delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including SBC-SWBT).
- 4.7.5.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or whether ongoing administration will be done by SBC-SWBT based on an LSR submitted by CLEC.

4.8 Fraud Monitoring

4.8.1 SBC-12STATE's fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. SBC-12STATE will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. MANNER OF PROVISIONING

5.1 SBC-12STATE will provide to CLEC, on request, SBC-12STATE-specific documentation regarding record formatting and associated hardware requirements of the interfaces SBC-12STATE provides for LIDB data administration when CLEC chooses to use such interfaces.

5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 SBC-12STATE will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in SBC-12STATE's LIDB. CLEC shall provide all information needed by SBC-12STATE to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

5.4 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by SBC-12STATE thereafter, the following forecast data:

5.4.1 the number of working lines per account group

5.4.2 the number of working line numbers to be established

5.4.3 the average number of monthly changes to these records

5.4.4 the number of busy hour queries, by query type

5.4.5 the number of annual queries by query type.

5.5 If SBC-12STATE, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of CLEC information, SBC-12STATE will notify CLEC of its intent to not provide to CLEC the Services under this Appendix and this Appendix will be void.

- 5.6 CLEC may submit updated or changed forecasts due to unforeseen events at any time and SBC-12STATE encourages CLEC to submit such forecasts as soon as practical. SBC-12STATE may request revised forecasts, but no more frequently than every six (6) months and then only if SBC-12STATE has reason to believe there may be significant error in CLEC's latest forecast.
- 5.7 CLEC will furnish all Line Records and Group Records in a format required by SBC-12STATE to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.8 CLEC is solely responsible for all Line Records for which CLEC is the Data Owner. This includes all data, data administration, Line Records that CLEC creates, Line Records that SBC-12STATE creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.
- 5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in SBC-12STATE's LIDB.
- 5.10 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an SBC-12STATE's LIDB, CLEC will administer those records through the unbundled electronic interfaces SBC-12STATE offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the SBC-12STATE's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.11 CLEC will administer its data in SBC-12STATE's LIDB in such a manner that SBC-12STATE's accuracy of response information and consistency of available data is not adversely impacted.
- 5.12 CLEC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of SBC-12STATE's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.
- 5.14 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using a SBC-12STATE's UNE local switching port, CLEC will delete its LIDB Line Records associated with an

end-user disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of disconnection.

- 5.15 CLEC will also delete Line Records from SBC-12STATE's LIDB when CLEC migrates Line Record from an SBC-12STATE's LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with SBC-12STATE to delete such records on CLEC's behalf.
- 5.16 If CLEC begins providing local services before CLEC completes and returns to SBC-SWBT its LSR Process registration form, SBC-SWBT will treat CLEC's LSRs as if CLEC had elected to administer all activity on its Line Records directly through an unbundled electronic interface.
- 5.17 SBC-12STATE will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an SBC-12STATE LIDB.
- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with SBC-12STATE's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in SBC-12STATE practices. The Parties acknowledge that SBC-12STATE may change those practices from time to time.
- 5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SBC-12STATE's LIDB is the responsibility of SBC-12STATE. CLEC acknowledges and agrees that SBC-12STATE, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. SBC-12STATE will limit such access to those actions necessary to ensure the successful operation and administration of SBC-12STATE's SCP and LIDB.
- 5.20 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces
- 5.21 SBC-12STATE will, at its sole discretion, allow or negotiate any access to an SBC-12STATE's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an SBC-12STATE's LIDB. CLEC acknowledges that when SBC-12STATE allows

an entity to access SBC-12STATE's LIDB, such query originators will also have access to CLEC's data that is also stored in such SBC-12STATE's LIDB.

5.22 The following applies only to SBC-SWBT

5.22.1 SBC-SWBT will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC must confirm that it provides the same services to the end-user as did the previous local service provider by changing the record status indicator back to a value of stable. If CLEC does not make its confirmation within seven (7) days, of the transfer, SBC-SWBT will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, SBC-SWBT will consider the Line Record abandoned by CLEC and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, SBC-SWBT will count the day of the record's creation as zero (0). SBC-SWBT's ability to delete such Line Records does not relieve CLEC of its responsibility to administer its records accurately and in a timely manner.

5.22.2 If CLEC elects to have SBC-SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, SBC-SWBT will transfer all pre-existing end-user information, including calling card information, to CLEC's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by CLEC on its LSR, or default information created from a lack of CLEC's entry of data.

5.22.3 If CLEC elects to have SBC-SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, SBC-SWBT will change every data element in the LIDB Line Record as part of the transfer of ownership. However, SBC-SWBT will not mark such records as transitional. SBC-SWBT will change all LIDB Line Record data elements on such changes based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB data elements on its LSR, SBC-SWBT will create default values for the data elements or derive the values for the data elements based on other LSR entries.

6. BILLING

- 6.1 If SBC-12STATE provides CLEC with compensation for data access as set forth in Section 6.3, SBC-12STATE will provide such data, as is reasonably necessary, to enable CLEC to substantiate Query volumes of CLEC Line Records residing in SBC-12STATE's LIDB.
- 6.2 When SBC-13STATE or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.
- 6.2.1 CLEC will bill the appropriate charges to its End Users, on behalf of SBC-13STATE or a third party.
- 6.2.2 CLEC will provide to SBC-13STATE or the third party all necessary billing information needed by SBC-13STATE or the third party to bill the End User directly.
- 6.3 CLEC understands that if CLEC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including SBC-13STATE, may choose to deny services to CLEC's subscribers.
- 6.4 SNET will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge" as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charge"), approved in writing by CLEC and incurred by SNET during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by SNET and billed to CLEC, in accordance with SNET's invoice.

7. COMPENSATION OPTION

- 7.1 CLEC may elect to receive compensation from SBC-12STATE for access to CLEC's data in SBC-12STATE's LIDB only as set forth in this Section, Section 7, of this Appendix. SBC-12STATE offers the terms of Section 7 as a package and such terms are contingent upon CLEC's acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. SBC-12STATE will not provide compensation to CLEC for access of CLEC's data in SBC-12STATE's LIDB other than via this Compensation Option.
- 7.2 Until PACIFIC and SBC-SWBT have the technical ability to identify record ownership of all Line Records in LIDB, and until PACIFIC and SBC-SWBT have developed billing processes to provide compensation for access to CLECs

data, PACIFIC and CLEC and/or SBC-SWBT and CLEC will mutually agree upon a method of compensation or true-up procedure. The Compensation Option prices for various Queries are set forth below, as applicable:

7.2.1 SNET

7.2.1.1 Validation Query \$.038 per Query

7.2.1.2 CNAM Query \$.016 per Query

7.2.2 SBC-SWBT

7.2.2.1 Validation Query \$.026 per Query

7.2.2.2 CNAM Query \$.0036 per Query

7.2.2.3 OLNS Query \$.0055 per Query

7.2.2.4 Query Transport \$.0044 per Query

7.2.3 SBC-AMERITECH

7.2.3.1 Validation Query \$.017228 per Query

7.2.3.2 CNAM Query \$.012 per Query

7.2.3.3 Query Transport \$.00012 per Query

7.2.4 PACIFIC

7.2.4.1 Validation Query \$.021 per Query

7.2.4.2 CNAM Query \$.008 per Query

7.2.4.3 OLNS Query \$.012 per Query

7.2.4.4 Query Transport \$.00027 per Query

7.3 Based upon the prices set forth in Sections 7.2.1 through 7.2.4 above, SBC-12STATE will credit CLEC for each query against CLEC's non-resold Line Records in SBC-12STATE's LIDB as set forth in this Sections 7.3.1 through 7.3.4:

7.3.1 SNET

7.3.1.1 28% paid to CLEC

7.3.1.2 72% retained by SNET

7.3.1.3 SNET will calculate the amount by multiplying total number of Queries to CLEC's Line Records multiplied by the Per Query Charge, multiplied by CLEC's percentage set forth in Section 7.2.1.1 above.

7.3.2 SBC-SWBT

7.3.2.1 Validation \$0.01216 per Query

7.3.2.2 CNAM \$0.0032 per Query

7.3.2.3 OLNS \$0.00396 per Query

7.3.3 SBC-AMERITECH

7.3.3.1 Validation \$0.0025 per Query

7.3.3.2 CNAM \$0.005 per Query

7.3.3.3 During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 500 thousand Queries for that month, SBC-AMERITECH will credit customer \$0.006 per Query.

7.3.3.4 During the month when CNAM Queries to CLEC's non-resold Line Records are equal to or greater than 2.5 million Queries for that month, SBC-AMERITECH will credit customer \$0.007 per Query.

7.3.4 PACIFIC

7.3.4.1 Validation \$0.008508 per Query

7.3.4.2 CNAM \$0.0032 per Query

7.3.4.3 OLNS \$0.004908 per Query

- 7.4 PACIFIC and SBC-SWBT will waive nonrecurring charges for the initial establishment of LIDB Services (e.g., Validation Query, CNAM Query, and OLNS Query) for CLEC. Subsequent requests for service will incur nonrecurring charges for the activity requested.

8. PRICE AND PAYMENT

- 8.1 SBC-AMERITECH will charge CLEC \$2.00 for every Line Record update it accepts from CLEC via a manual fax.

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. LIABILITY

- 10.1 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of SBC-12STATE. Any such losses or damages for which SBC-12STATE is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time SBC-12STATE receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.
- 10.2 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of SBC-12STATE's administration of Sleuth or Automatic Fraud Monitoring systems.
- 10.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of SBC-12STATE's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SBC-12STATE is found liable as a result of its sole negligence.
- 10.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-

12STATE, directly or indirectly arising out of SBC-12STATE's administration of SBC-12STATE's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which SBC-12STATE is found liable as a result of its gross negligence or willful misconduct.

- 10.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's administration of its data or failure to administer its data under this Appendix.
- 10.6 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

- 11.1 SBC-12STATE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, SBC-12STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability;

indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT I

**CLEC SERVING AREA DESCRIPTION
AND E9-1-1 INTERCONNECTION
DETAILS**

CLEC NAME/CONTACTS	CLEC AGENCY	CLEC ID	CLEC TYPE	CLEC STATUS
E9-1-1 Coordinator				
9-1-1 Database Manager			1-1	
Switch Site Contact				

**SBC-SWBT & SBC-SNET E9-1-1
SYSTEM CONFIGURATION
ASSOCIATED WITH DESIGNATED
E9-1-1 CONTROL OFFICE**

SYSTEM CONTROL OFFICE	CLEC	SYSTEM CONFIGURATION
MSAG Update Interval	Monthly	

FOOTNOTES: (1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.

(2) n/a

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP

are included. The remainder of the PSAP's jurisdiction is not included.

(4) Refer to network interface specifications in Exhibit III.

TYPE/AGENCY	LEGEND
HRC	= Home Rule City
ECD	= Emergency Communications District
COG	= Council of Governments or Regional Planning Commission
GLC	= General Law City
Cnty	= County with special provisions (only applies to Dallas County)

APPENDIX WIRELESS

TABLE OF CONTENTS

1. INTRODUCTION 3

2. DEFINITIONS..... 3

3. ADMINISTRATION OF REVENUE DISTRIBUTION 4

4. TERMINATION PROVISIONS..... 5

5. MISCELLANEOUS PROVISIONS 6

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 6

APPENDIX WIRELESS

1. INTRODUCTION

- 1.1 This Appendix **only applies in the states of Oklahoma, Kansas, Arkansas, and Texas** and sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for traffic from a Commercial Mobile Radio Service (CMRS) provider under the auspices of a tariff specific to wireless service, that is originated on a CMRS provider's network and terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area (LATA). The Parties will be compensated under this Appendix only to the extent that they are not compensated for Wireless Interconnection Service under other tariffs, settlement agreements, contracts or other mechanism. This Appendix is subject to the terms and conditions of applicable tariffs. Notwithstanding the foregoing, this Appendix applies only where mobile to land traffic is being delivered, the CMRS provider exchanges traffic with the Primary Company pursuant to the Primary Company's tariff specific to wireless services, and the CMRS provider does not have an agreement for the exchange of traffic with the Secondary Company.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-SWBT** - As used herein, **SBC-SWBT** means the above listed ILEC doing business in Kansas, Arkansas, Oklahoma, and Texas.

2. DEFINITIONS

- 2.1 **"Wireless Interconnection Service"** - The interchange of traffic originated from a CMRS Provider's MSC through **SBC-SWBT**'s or the CLEC's point of switching for termination on the relevant Party's wireline switching network.
- 2.2 **"Local Calling Area or Local Calling Scope"** - That area in which the message telephone exchange service between two (2) or more End Offices, without a toll charge, is provided.
- 2.3 **"Minutes of Use" (MOU)** - For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company or MOU provided by the CMRS Provider to the Primary Company where the Primary Company is unable to measure the actual terminating usage.

- 2.4 **“Mobile Switching Center” (MSC)** - A CMRS Provider’s switching equipment or terminal used to provide CMRS Provider’s switching services or, alternatively, any other point of termination designated by the CMRS Provider. The MSC directly connects the CMRS Provider’s customers within its licensed serving area to the Primary Company’s facilities.
- 2.5 **“Primary Company”** - The Party that provides the End Office or Tandem Office where the CMRS Provider chooses to connect terminating traffic. The Primary Company also bills the CMRS Provider for Wireless Interconnection Service.
- 2.6 **“Revenues”** - Those monies the Primary Company bills and collects from the CMRS Provider for jointly provided Wireless Interconnection Service.
- 2.7 **“Secondary Company”** - The Party that receives Terminating Traffic from the Primary Company.
- 2.8 **“Tandem Office”** - A Party's switching system that provides an intermediate switching point for traffic between End Offices or the network.
- 2.9 **“Terminating Traffic”** - That traffic which is delivered by a CMRS Provider to the Primary Company for termination at a point on the intraLATA wireline switching network.

3. ADMINISTRATION OF REVENUE DISTRIBUTION

- 3.1 The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for calls terminating within a LATA. On jointly provided Wireless Interconnection Service, the Primary Company will distribute a portion of the Local Transport (LT) Revenues as described below with the Secondary Company for its part in terminating traffic from the CMRS Provider. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMRS Provider to the Secondary Company, as described below.
- 3.2 Distribution of revenues will be computed using the rate elements as defined in SBC-SWBT's applicable Wireless Interconnection Tariff.
- 3.3 For terminating traffic, actual monthly wireless MOU will be measured by the Primary Company for each office in the LATA or provided to the Primary Company by the CMRS Provider in those cases where the Primary Company is unable to measure the actual terminating usage.
- 3.4 Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the

Primary Company will be determined by totaling the actual terminating MOU associated with each of the Secondary Company's End Offices and multiplying those MOU by the appropriate rates as set out above. The LT revenues due to the Secondary Company will be determined for each Secondary Company End Office by multiplying the billed MOU by the appropriate LT rate multiplied by the applicable End Office percentage ownership of facilities listed in Exhibit A to this Appendix.

- 3.5 The Primary Company will prepare a revenue and usage statement on a monthly basis. Within ninety (90) calendar days after the end of each billing period, except in cases of disputes, the Primary Company will remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution will be made for the revenue the Primary Company is unable to collect.
- 3.6 The revenue and usage statement will contain the following information:
 - 3.6.1 The number of MOU for each of the Secondary Company's End Offices, the corresponding rate elements to be applied to the MOUs for each End Office, and the resulting revenues;
 - 3.6.2 The total of the MOU and revenues for the Secondary Company;
 - 3.6.3 The percent ownership factor used to calculate the distribution of Local Transport revenues; and,
 - 3.6.4 Adjustments for uncollectibles.
- 3.7 The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Agreement. The Primary Company will start revenue distribution on usage within sixty (60) calendar days from the date this Appendix is effective.

4. TERMINATION PROVISIONS

- 4.1 This Appendix shall remain in effect until terminated by either Party upon a minimum of thirty (30) calendar days written notice by such Party to the designated representative of the other.
- 4.2 This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

5. MISCELLANEOUS PROVISIONS

- 5.1 Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.
- 5.2 Each party will promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT A TO APPENDIX WIRELESS

End Office Percent Ownership of Local Transport Facilities

CLLI Code	NPA-NXX	% Ownership of Transport Facilities
------------------	----------------	--

APPENDIX ANCILLARY EQUIPMENT

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. GENERAL TERMS AND CONDITIONS	3
3. ANCILLARY EQUIPMENT ITEMS	4
4. PRICING.....	6
5. BILLING.....	7
6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	7

APPENDIX ANCILLARY EQUIPMENT

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Ancillary Equipment provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, PACIFIC means the applicable above listed ILEC doing business in California.
- 1.4 The prices at which PACIFIC agrees to provide CLEC with Ancillary Equipment are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 This equipment can be ordered and used by the CLEC to enhance the capability and functionality of a UNE above the levels specified and defined in this Appendix between the CLEC and PACIFIC.
- 1.6 Many of the products contained in this Appendix will be used in conjunction with PACIFIC provided UNEs, and must be ordered accordingly.

2. GENERAL TERMS AND CONDITIONS

- 2.1 The CLEC is solely responsible for all services provided to the CLEC's End User customers over the items used by the CLEC in this Appendix.
- 2.2 PACIFIC is responsible only for the installation, operation and maintenance of the ancillary equipment originally defined and ordered by the CLEC. PACIFIC is not responsible for the proper functioning of the Telecommunication Services provided by the CLEC through the use of the ancillary equipment.
- 2.3 The ancillary equipment items contained in this Appendix must be ordered with specificity.

- 2.4 Items contained in this Appendix are only available where they are currently deployed in the PACIFIC network and where spare capacity exists.
- 2.5 The ancillary equipment provided by PACIFIC under the provisions of this Appendix shall remain the property of PACIFIC.
- 2.6 Where ancillary equipment is provided to CLEC and is for any reason disconnected, the individual ancillary equipment shall be made available to PACIFIC for future provisioning needs, unless the ancillary equipment is disconnected in error.
- 2.7 Any changes or rearrangements of the ancillary equipment shall constitute a new request and applicable non-recurring and service order charges apply.

3. ANCILLARY EQUIPMENT ITEMS

3.1 Analog Bridging

- 3.1.1 This will be for the bridging of three or more PACIFIC analog loop UNEs.
- 3.1.2 Bridging is available only where PACIFIC currently has analog bridging equipment deployed.
- 3.1.3 Analog bridging is available on 2-wire and 4-wire analog loops.
- 3.1.4 Analog bridging will require a 2-wire or a 4-wire Master Leg Plug and a corresponding 2-wire or 4-wire Analog Bridge Plug will be needed to complete the bridging arrangement.
- 3.1.5 Analog Bridging is only to be used with local switched services and will only be offered where available as defined in the NECA FCC Tariff 4, Sections 7 and 16.
- 3.1.6 The CLEC will be responsible for ordering the analog bridging and the UNEs to be connected to the arrangement with specificity.

3.2 Program Audio Hubbing

- 3.2.1 PACIFIC will provide bridging for three or more voice grade UNE loops, capable of carrying an audio transmission signal.

3.2.2 Audio hubbing equipment will be made available to CLECs where the equipment is currently deployed in the **PACIFIC** network and where spare capacity and inventory exists.

3.2.3 **PACIFIC** will make audio hubbing arrangements available in a single **PACIFIC** central office or multiple **PACIFIC** central offices.

3.2.4 **PACIFIC** will offer the following transmission frequencies:

3.2.4.1 0.0 – 3.5 Khz

3.2.4.2 0.0 – 5.0 Khz

3.2.4.3 0.0 – 8.0 Khz

3.2.5 The CLEC will be responsible for ordering the audio bridging and the UNEs to be connected to the hubbing arrangement with specificity.

3.3 Digital Cross Connect (DCS)

3.3.1 **PACIFIC** will make available to CLECs connectivity to the DCS where available.

3.3.2 This connectivity to the DCS is only available where **PACIFIC** has the technology deployed and spare capacity exists.

3.3.3 This connectivity will allow DS1 UNE loops to be used in conjunction with Customer Network Reconfiguration service offered in this Appendix.

3.4 Custom Network Reconfiguration

3.4.1 **PACIFIC** will make termination of Unbundled Transport and DS1 capable loop to existing DEXCS equipment where this equipment exists and spare capacity is available on the DEXSC for this termination.

3.4.2 **PACIFIC** will allow CLEC to order dedicated dial-up ports for access to the Customer Access Network to issue the reconfigure functionality.

3.4.3 **PACIFIC** will supply CLEC with Secure ID cards to access the Customer Access Network.

3.4.4 CLEC must provide **PACIFIC** with an administrative line for billing of the dedicated dial-up port.

3.4.5 CLEC must provide their own terminal equipment and communications software to issue the reconfiguration request.

3.4.6 Terminating existing DS1 capable loops and existing Unbundled Transport onto the DEXCS will result in new connect charges.

3.5 Loops on Copper or Fiber

3.5.1 This offering allows the CLEC to determine whether existing facilities exist to provision the DS1 on copper as specified by the CLEC.

4.1.1 A facilities availability verification charge will be applicable for requests of this nature. CLEC pays the non-recurring charge for the facility availability verification process even if the specified medium is not available.

3.5.3 This service will only be offered where available and is intended for DS1 only.

3.5.4 Should **PACIFIC** upgrade it's network, **PACIFIC** will not guarantee that DS1s provisioned on a particular medium will continue to remain on that medium if it is no longer available.

3.6 Diverse Routing

3.6.1 **PACIFIC** will offer diverse routing in the same manner as outlined in **PACIFIC** Tariff 128, Section 7.2.9. (d)(5).

3.6.2 Diversity is available in **PACIFIC** central offices where **PACIFIC** offers the Alternate Serving Wire Center (ASWC). A complete list of these **PACIFIC** central office locations where ASWC is available as set forth in **PACIFIC** Tariff 128.

3.6.3 **PACIFIC** will designate the **PACIFIC** alternate wire to be used for the diverse routing.

4.1.1 If diverse facilities are not available, the request will then be handled on an individual case basis and priced as such. Wholesale construction charges will also apply when applicable.

4. **PRICING**

4.1 Service order charges, change order charges and disconnect charges will apply when applicable.

- 4.2 All rates for ancillary equipment and associated charges can be found in the Appendix Pricing in the "Other (Network Elements) and Miscellaneous Equipment" category listed as "Ancillary Equipment".

5. BILLING

- 5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX PRICING

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. BILLING TIMELINES.....	4
3. RECURRING CHARGES	4
4. NONRECURRING CHARGES	5
5. UNBUNDLED LOCAL SWITCHING (ULS).....	6
6. BILLING	7
7. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS.....	7

APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 PACIFIC - As used herein, PACIFIC means the applicable above listed ILEC doing business in California.
- 1.4 The Unbundled Network Element (UNE) prices which are designated with an "at" sign (@), in the Non-Recurring column on the Monthly Recurring Charge Pricing Table, are interim and subject to change to conform to the outcome of the Commission's OANAD proceeding and any related appeals subsequent to the Effective Date of this Agreement. These identified interim prices include the prices for monthly recurring charges (MRCs) and non-recurring charges (NRCs). The prices adopted in the OANAD decision shall be effective on the date set by the Commission's order (or as otherwise provided by law) regardless of whether any rehearings or appeals are pending, unless the order is stayed pending rehearing or appeal. Within thirty (30) days following the effective date of the Commission's decision, the Parties shall prepare and file with the Commission an amendment to incorporate the adopted prices into the agreement. Disputes between the Parties concerning the interpretation of the actions required or the provisions affected by the Commission's decision shall be handled under the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement.
- 1.5 After the OANAD decision becomes effective, all of the rates, terms and conditions set forth in this Appendix shall be subject to true-up retroactively to the effective date of such prices set by the decision (or as otherwise provided by law). If the Commission's decision does not establish an effective date for the prices, the effective date for the OANAD prices will be the date the Commission

approves the amendment required in Section 1.4 that incorporates the OANAD prices into the agreement. The rates, terms and conditions mandated by the OANAD decision shall apply for the remainder of the Term of this Agreement unless such decision is modified, reversed or vacated on rehearing or appeal, in which case the legal effect of such modification, reversal or vacation shall be applied prospectively from the effective date of such modification, reversal or vacation (including the prospective reinstatement of the interim prices if appropriate under the terms of such modification, reversal or vacation).

2. BILLING TIMELINES

- 2.1 All prices for monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in PACIFIC's Carrier Access Billing System (CABS).
- 2.2 All prices for MRCs and NRCs subsequently adopted by the Commission in its OANAD proceeding may take a substantial period of time from the date of the final order to implement in CABS and shall comply with any Commission timeline.
- 2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, PACIFIC may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, PACIFIC shall bill at the prices PACIFIC is currently billing one (1) or more of its other CLEC End Users that, in PACIFIC's good faith judgment, most closely match the prices applicable hereunder.
- 2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing.
- 2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix UNE (or any other Appendix) which is not specifically listed herein or therein, PACIFIC and CLEC will negotiate a price and amend the Agreement to incorporate such price.

3. RECURRING CHARGES

- 3.1 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), Other, Resale, Other (Resale), and Reciprocal Compensation elements will be one (1) 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 Appendix UNE of this Agreement may be longer.

- 3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.
- 3.3 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.
- 3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

4. **NONRECURRING CHARGES**

- 4.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 4.2 Consistent with CFR 51.307(d), there are nonrecurring charges for each UNE on the first connection on a CLEC order as well as separate nonrecurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 4.3 For Resale, when a CLEC converts or adds new service, an End User's existing service, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will apply.
- 4.4 The appropriate nonrecurring charges shall apply for each service request processed by **PACIFIC**, including but not limited to the following:
 - 4.4.1 Installation (Service Order and Connect);
 - 4.4.2 Disconnection (Disconnect);
 - 4.4.3 Rearrangement/modification (Change);
 - 4.4.4 Record Order (Record)

- 4.5 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.6 Time and Material charges (a.k.a. additional labor charges) are defined in **PACIFIC's** Tariff Schedule Cal P.U.C. No.175-T.
- 4.7 Where NRC rates are not being addressed in OANAD, the NRC rate is listed on the MRC Pricing Table under the NRC column. The NRC rates that are being addressed in OANAD are identified on the MRC Rate Table under the NRC column with an "at" sign (@) indicating to please see the NRC Rate Table for rates.

5. **UNBUNDLED LOCAL SWITCHING (ULS)**

5.1 Rate Structure for ULS

5.1.1 Inter Switch Originating

- 5.1.1.1 When a call originates from an ULS Port, CLEC will pay the ULS Originating (ULS-O) rates. ULS-O rate elements include a charge for Setup per CLEC and a charge per Minute of Use (MOU). If the call routes over **PACIFIC's** network, the CLEC will pay Switched Transport- Shared.

5.1.2 Inter Switch Terminating

- 5.1.2.1 When a call terminates to an ULS Port, CLEC will pay ULS - Terminating (ULS-T) rates. ULS-T rate elements include a charge for Setup per Call and a charge per MOU. In the case of local calls originated from a **PACIFIC** End User and terminated to an ULS Port, no originating call record exists from which to bill MOU and Setup per Call charges for ULS-T. In these cases, the terminating MOUs and number of Call Setups to the ULS Port will equal the originating MOUs and number of Call Setups from CLEC ULS Ports that are terminated to **PACIFIC** End User ports. These ULS-T charges are not applicable on intra-switch calls.

5.1.3 Intra Switch

- 5.1.3.1 CLEC will pay only ULS-O Setup per Call and per MOU for a call originating from a CLEC ULS line or trunk port

that terminates to any other End User service line or any other unbundled line or trunk port which is connected to the same End Office Switch.

5.2. IntraLATA and InterLATA Toll Calls

5.2.1 Originating Toll - IntraLATA and InterLATA Dialing Parity toll calls from CLEC ULS Ports will be routed to the End Users Primary Interexchange Carrier of choice. For intraLATA and interLATA toll calls, originated by **PACIFIC** ULS customers and delivered to the IXC at the **PACIFIC** access Tandem, the CLEC will pay Switch Usage Interoffice - Originating, Switch Usage - Tandem Switching (Shared Transport), and Switch Transport -Common. Where an IXC elects to collect this traffic at a **PACIFIC** End Office Switch via dedicated trunking, the CLEC will pay Switch Usage Interoffice – Originating.

5.2.2 Terminating Toll - For intraLATA and interLATA toll calls terminated to a **PACIFIC** ULS customer and delivered via the **PACIFIC** tandem, the CLEC will pay Switch Usage Interoffice - Terminating, Switch Usage-Tandem Switching (Shared Transport) and Switched Transport – Common. Where an IXC is directly interconnected at the **PACIFIC** End Office Switch, the CLEC will pay Switch Usage Interoffice – Terminating.

5.3 **PACIFIC** charges for customized routing are dependent upon switch type and include switching establishment in addition to the customized routing charges to be determined on a project specific basis.

5.4 With ULS, **PACIFIC** will provide SS7 signaling for all originating calls in the same manner as **PACIFIC** uses SS7 signaling for its own originating calls. Prices for SS7 signaling are included in the USL “set-up per call” charge.

6. BILLING

6.1 For information regarding billing, non-payment, disconnects, and dispute resolution, see the General Terms and Conditions of this Agreement.

7. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the

Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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

PACIFIC BELL TELEPHONE COMPANY
 Rates
 November 22, 1999
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/CLEC

GENERIC TERMINOLOGY		OANAD TERMINOLOGY		Monthly Recurring and/or Discount %	"@ INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
<i>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.</i>						
UNBUNDLED NETWORK ELEMENTS						
NETWORK INTERFACE DEVICE (NID)						
NID Interface	NID to NID Crossconnect		NRO	@		
NID Premise Visit	NID to NID Crossconnect		NRO	@		
LOOPS		LINKS				
2-Wire Analog	Basic or Assured Link - 2 Wire	\$	12.95	@		
4-Wire Analog	4-Wire Link	\$	47.75	@		
4-Wire - CO Facility Interface Connection	4-Wire - CO Facility Interface Connection	\$	17.20	@		
2-wire Digital	Basic or Assured Link - 2 Wire & ISDN Option	\$	17.85	@		
4-wire Digital	Digital 1.544 MBPS DS-1	\$	105.75	@		
ISDN option (in addition to regular 2-wire loop charges)	ISDN Option	\$	4.44	@		
DSL Capable Loops:					NRC Initial	NRC Additional
PSD Class #1 Capable Loop						
a. 2-Wire Digital "ISDN Digital Subscriber Line" ("DSL") technology	NA	\$	17.85	@	@	@
b. 2-Wire (copper only facilities) "Symmetric Digital Subscriber Line" ("SDSL")	NA	\$	12.95	@	@	@
PSD Class #2 Capable Loop						
PSD Class #3 Capable Loop						
a. 2-Wire Mid-band Symmetric	NA	\$	12.95	@	@	@
b. 4-Wire Mid-band Symmetric Technology	NA	\$	47.75	@	@	@
PSD Class #4 Capable Loop						
PSD Class #5 2-Wire Capable Loop - Asymmetrical Digital Subscriber Line Technology						
PSD Class #7 2-Wire Capable Loop						
Loop Qualification Process	NA	NA	\$	18.25		NA
ADSL Shielded Cross Connect to Collocation	NA	\$	0.80		\$	26.60
2-Wire DSL Non-Shielded Cross Connect to Collocation	NA	TBD			TBD	TBD
4-Wire DSL Non-Shielded Cross Connect to Collocation	NA	TBD			TBD	TBD
Jack Panel	NA	\$	1.85		N/A	N/A
DSL Conditioning Options						
Removal of Repeater Option	NA	NA	\$	259.45		TBD
Removal Bridged Taps and Repeaters	NA	NA		TBD		TBD
Removal of Bridged Taps	NA	NA	\$	619.60		TBD
Removal of Taps and Load Coils	NA	NA		TBD		TBD
Removal of Load Coil Option	NA	NA	\$	824.15		TBD
Conditioning of LINKS over 17.5 kft Option	N/A	NA			ICB	ICB
Cross Connects for the Adjacent Location Method for Accessing UNEs						
Termination of CLEC Cable	NA			ICB		
Loops						
2 wire analog loop to Adjacent Location Method point of access	NA			TBD		
4 wire analog loop to Adjacent Location Method point of access	NA			TBD		
2 wire digital loop to Adjacent Location Method point of access	NA			TBD		
4 wire digital loop to Adjacent Location Method point of access	NA			TBD		
Unbundled Dedicated Transport						
DS-1 to Adjacent Location Method point of access	NA			TBD		
DS-3 to Adjacent Location Method point of access	NA			TBD		
Switch Ports						
Analog Line Port to Adjacent Location Method point of access	NA			TBD		
ISDN Basic Rate Interface (BRI) to Adjacent Location Method point of access	NA			TBD		
ISDN Primary Rate Interface (PRI) to Adjacent Location Method point of access	NA			TBD		
Cross Connects for UNE Connection Methods						
Analog Loop to the UNE Connection Methods point of access						
2-Wire Mth 1				TBD	TBD	
Mth 2,3,4	NA			TBD	TBD	
Mth 5	NA			TBD	TBD	
4-Wire Mth 1				TBD	TBD	
Mth 2,3,4	NA			TBD	TBD	
Mth 5	NA			TBD	TBD	
Digital Loop to the UNE Connection Methods Point of Access						
2-Wire Mth 1				TBD	TBD	
Mth 2,3,4	NA			TBD	TBD	
Mth 5	NA			TBD	TBD	
4-Wire Mth 1				TBD	TBD	
Mth 2,3,4	NA			TBD	TBD	
Mth 5	NA			TBD	TBD	

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

PACIFIC BELL TELEPHONE COMPANY
 Rates
 November 22, 1999
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/CLEC

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	@	INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
Switch Ports to the UNE Connection Methods Point of Access				
Analog Line Port Mth 1				
Mth 2,3,4	NA	TBD	TBD	
Mth 5	NA	TBD	TBD	
BRI Port Mth 1				
Mth 2,3,4	NA	TBD	TBD	
Mth 5	NA	TBD	TBD	
PRI Port Mth 1				
Mth 2,3,4	NA	TBD	TBD	
Mth 5	NA	TBD	TBD	
Unbundled Dedicated Transport to the UNE Connection Methods Point of Access				
DS1 Mth 1				
Mth 2,3,4	NA	TBD	TBD	
Mth 5	NA	TBD	TBD	
DS3 Mth 1				
Mth 2,3,4	NA	ICB	ICB	
Mth 5	NA	ICB	ICB	
LOCAL SWITCHING CAPABILITY				
Ports				
Analog Line Port/Basic Port	2-Wire Ports	\$ 3.50	@	1
Analog DID Trunk Port	DID Port	\$ 5.10	@	1
ISDN BRI Port	ISDN Port	\$ 17.15	@	1
ISDN PRI Trunk Port	N/A	TBD	@	1
DS1 Trunk Port	DS-1 Port	TBD	@	1
Basic Port/Analog Line Port Features per feature (per port)				
Hunting				
Hunting	Hunting	\$ 0.35	@	
Vertical Features				
Call Forwarding Variable				
Call Forwarding Variable	Custom Call Feature	\$ 0.70	@	
Busy Call Forwarding				
Busy Call Forwarding	Custom Call Feature	\$ 0.65	@	
Delayed Call Forwarding				
Delayed Call Forwarding	Custom Call Feature	\$ 0.65	@	
Call Waiting				
Call Waiting	Custom Call Feature	\$ 0.65	@	
Three Way Calling				
Three Way Calling	Custom Call Feature	\$ 0.70	@	
Call Screen				
Call Screen	Custom Call Feature	\$ 0.75	@	
Message Waiting Indicator				
Message Waiting Indicator	Custom Call Feature	\$ 0.65	@	
Repeat Dialing				
Repeat Dialing	Custom Call Feature	\$ 0.80	@	
Call Return				
Call Return	Custom Call Feature	\$ 0.80	@	
Call Forwarding Busy/delay				
Call Forwarding Busy/delay	Custom Call Feature	\$ 0.65	@	
Remote Call Forwarding				
Remote Call Forwarding	Custom Call Feature	\$ 1.10	@	
Speed Calling 8				
Speed Calling 8	Custom Call Feature	\$ 0.65	@	
Speed Calling 30				
Speed Calling 30	Custom Call Feature	\$ 0.65	@	
Intercom				
Intercom	Custom Call Feature	\$ 0.75	@	
Intercom Plus				
Intercom Plus	Custom Call Feature	\$ 0.65	@	
Remote Access to Call Fwding				
Remote Access to Call Fwding	Remote Call Forwarding	\$ 0.70	@	
Select Call Forward				
Select Call Forward	Custom Call Feature	\$ 0.70	@	
Direct -Shared				
Direct -Shared	Custom Call Feature	\$ 0.48	@	
Direct -Unshared				
Direct -Unshared	Custom Call Feature	\$ 0.48	@	
Call Trace				
Call Trace	Custom Call Feature	\$ 0.70	@	
Speed Call 6				
Speed Call 6	Custom Call Feature	\$ 0.48	@	
Call Restriction				
Call Restriction	Custom Call Feature	\$ 0.84	@	
Distinctive Ringing				
Distinctive Ringing	Custom Call Feature	\$ 0.65	@	
Directed Call Pickup				
Directed Call Pickup	Custom Call Feature	\$ 0.49	@	

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

PACIFIC BELL TELEPHONE COMPANY
 Rates
 November 22, 1999
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/CLEC

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	@ INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
WATS Access per Port	Custom Call Feature	\$ 0.48	@
WATS Access per Group	Custom Call Feature	\$ 1.80	@
Caller ID	Custom Call Feature	\$ 0.90	@
Caller ID Blocking	Custom Call Feature	\$ 0.70	@
Caller Hold	Custom Call Feature	\$ 0.48	@
DNCF	DNCF	\$ 0.89	@
DID Number Block	Custom Call Feature	\$ 1.25	@
Centrex Features			
Automatic Callback	Centrex Station Features	\$ 0.44	@
Call Forwarding Variable	Centrex Station Features	\$ 0.29	@
Call Forwarding BusyLine	Centrex Station Features	\$ 0.28	@
Call Forwarding Don't Answer	Centrex Station Features	\$ 0.28	@
Call Hold	Centrex Station Features	\$ 0.28	@
Call Pick-up (Group and Station)	Centrex Station Features	\$ 0.30	@
Call Waiting - Intragroup	Centrex Station Features	\$ 0.28	@
Call Waiting - Originating	Centrex Station Features	\$ 0.28	@
Call Waiting - Incoming	Centrex Station Features	\$ 0.28	@
Caller ID	Centrex Station Features	\$ 0.52	@
Caller ID Blocking	Centrex Station Features	\$ 0.28	@
Conferencing - Station Controlled - Large	Centrex Station Features	\$ 136.20	@
Conferencing - Station Controlled - Small	Centrex Station Features	\$ 0.33	@
Directed Call Pick-up - Group - Barge-In	Centrex Station Features	\$ 0.29	@
Directed Call Pick-up - Group - Non-Barge-In	Centrex Station Features	\$ 0.28	@
Distinctive Ringing and Call Waiting Tone	Centrex Station Features	\$ 0.29	@
Message Waiting Indicator - Stutter DT	Centrex Station Features	\$ 0.29	@
Remote Access to Call Forwarding	Centrex Station Features	\$ 0.33	@
Call Transfer - DID to DOD	Centrex Station Features	\$ 0.29	@
Speed Calling - Individual (6 or 8)	Centrex Station Features	\$ 0.28	@
Speed Calling - Individual (30)	Centrex Station Features	\$ 0.28	@
Speed Calling - Group (30)	Centrex Station Features	\$ 0.28	@
Local Switching			
Interoffice - Originating		USAGE	
Setup per Attempt	Interoffice - Originating	\$ 0.010170	
MOU	Holding term per MOU	\$ 0.002352	
Interoffice - Terminating			
Setup per Call	Interoffice - Terminating	\$ 0.010020	
MOU	Holding term per MOU	\$ 0.002659	
Intraoffice			
Setup per call	setup per completed message	\$ 0.014298	
MOU	Holding term per MOU	\$ 0.003648	
Tandem Switching			
Tandem Switching - Shared transport		USAGE	
Setup per Call	Setup per attempt	\$ 0.0122892	
MOU	Holding term per MOU	\$ 0.0073150	
TRUNK PORT TERMINATION			
TRUNK PORT TERMINATION			
End Office Dedicated DS-1 Port	End Office Termination	\$ 25.10	@
Tandem Dedicated DS1-Port	Tandem Termination	\$ 173.55	@
Interoffice Transport			
Dedicated Transport			
DS-1			
Dedicated Transport DS-1			
Zone 1			
Fixed Mileage	Fixed Mileage	\$ 70.00	@
Variable Mileage	Variable Mileage per Mile	\$ 13.80	@
Zone 2			
Fixed Mileage	Fixed Mileage	\$ 70.00	@
Variable Mileage	Variable Mileage per Mile	\$ 13.80	@
Zone 3			
Fixed Mileage	Fixed Mileage	\$ 70.00	@
Variable Mileage	Variable Mileage per Mile	\$ 13.80	@
Zone 4			
Fixed Mileage	Fixed Mileage	\$ 70.00	@
Variable Mileage	Variable Mileage per Mile	\$ 13.80	@
DS-3			
Dedicated Transport DS-3			
Zone 1			
Fixed Mileage	Fixed Mileage	\$ 550.00	@
Variable Mileage	Variable Mileage per Mile	\$ 39.75	@

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

PACIFIC BELL TELEPHONE COMPANY
 Rates
 November 22, 1999
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/CLEC

GENERIC TERMINOLOGY		OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	@ INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
Zone 2				
Fixed Mileage	Fixed Mileage		\$ 550.00	@
Variable Mileage	Variable Mileage per Mile		\$ 39.75	@
Zone 3				
Fixed Mileage	Fixed Mileage		\$ 550.00	@
Variable Mileage	Variable Mileage per Mile		\$ 39.75	@
Zone 4				
Fixed Mileage	Fixed Mileage		\$ 550.00	@
Variable Mileage	Variable Mileage per Mile		\$ 39.75	@
OC3				
Statewide Average				
Fixed Mileage	Fixed Mileage		\$ 1,020.44	@
Variable Average	Variable Mileage per Mile		\$ 5.47	@
OC12				
Statewide Average				
Fixed Mileage	Fixed Mileage		\$ 2,961.47	@
Variable Mileage	Variable Mileage per Mile		\$ 22.63	@
Entrance Facilities				
DS-1	DS-1		\$ 175.00	@
DS-3 w/ equip	DS3		\$ 2,500.00	@
DS-3 w/o equip	DS 3		\$ 1,650.00	@
OC-3	OC-3		\$ 744.02	@
OC12	OC12		\$ 2,474.38	@
Network Reconfiguration Service				
DCS Port Charge	NA		ICB	@
DS-1 to Collocation	NA		ICB	@
Shared Transport				
		Switched Transport - Shared	USAGE	
Zone 1				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.0042959	
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.0000440	
Zone 2				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.0042959	
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.0000440	
Zone 3				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.0042959	
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.0000440	
Zone 4				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.0042959	
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.0000440	
With Option C LSNE	N/A		ICB	
Switched Transport - Shared Overflow				
Zone 1				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.011380	
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.000021	
Zone 2				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.011380	
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.000021	
Zone 3				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.011380	
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.000021	
Zone 4				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.011380	
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.000021	
MULTIPLEXING				
DS-1/DS-0 MUX	DS-1/DS-0 per Channel		\$ 325.00	@
DS-3/DS-1 MUX	DS-3/DS-1 per Channel		\$ 350.00	@
OC-3 to 84 DS1s (Groups of 28) Statewide Average	OC-3 to 84 DS1s (Groups of 28) Statewide Average		\$ 854.06	@
OC-3 to 1-3 DS3 Statewide Average	OC-3 to 1-3 DS3 Statewide Average		\$ 669.77	@
OC-3 to 1-3 EC-1 Statewide Average	OC-3 to 1-3 EC-1 Statewide Average		\$ 748.00	@
OC-12 to 1-12 DS3 Statewide Average	OC-12 to 1-12 DS3 Statewide Average		\$ 1,197.59	@

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

PACIFIC BELL TELEPHONE COMPANY
 Rates
 November 22, 1999
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/CLEC

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
OC-12 to 1-12 EC1/STS-1 Statewide Average	OC-12 to 1-12 EC1/STS-1 Statewide Average	\$ 1,306.20	@
USCC	N/A	\$ 20.95	
(SS7)	SIGNALING SYSTEM 7		
STP Port	STP Port	\$ 1,325.00	@
SS7 Link	SS7 Link	\$ 195.00	@
Link Mileage	N/A	\$ 0.60	
Database Query		USAGE	
(Basic)	800 Database - per Query	\$ 0.00480	
POTS Translations	N/A		
Multiple Destination & Routing	N/A	\$ 0.00040	
Six Digit Master Number List Turnaround	N/A	\$ 0.00440	
LIDB			
Validation Query (Includes SMS & Sieuth)	N/A	\$ 0.02100	
OLNS Query (Includes SMS)	N/A	\$ 0.01200	
CNAM Query (Includes SMS)	N/A	\$ 0.00800	
Query Transport (Validation and OLNS)	N/A	\$ 0.00030	
Service Establishment Charge		NA	\$ 129.00
Transit Signaling	N/A	TBD	
CROSS CONNECTS TO COLLOCATION			
EISCC Combined with Loop to Collocation	Voice Grade/ISDN		
Basic	EISCC	\$ 0.45	@
Jack Panel	Jack Panel	\$ 1.85	
DS-0	DS-0		
EISCC Combined with Loop to Collocation	EISCC	\$ 26.75	@
Jack Panel	Jack Panel	\$ 5.75	
DS-1	DS-1		
EISCC Combined with Loop to Collocation	EISCC	\$ 16.95	@
Jack Panel	Jack Panel	\$ 2.55	
Repeater	N/A	\$ 24.75	
DS-3	DS-3		
EISCC Combined with Loop to Collocation	EISCC	\$ 47.00	@
Jack Panel	Jack Panel	\$ 26.55	
Repeater	N/A	\$ 103.95	
EISCC Basic to Collocation	N/A		
Basic	N/A	\$ 0.45	
Jack Panel	N/A	\$ 1.85	
DS-0	N/A	\$ 26.75	
Jack Panel	N/A	\$ 5.75	
Repeater	N/A		
DS-1	N/A	\$ 16.95	
Jack Panel	N/A	\$ 2.55	
Repeater	N/A	\$ 24.75	
DS-3	N/A	\$ 47.00	
Jack Panel	N/A	\$ 26.55	
Repeater	N/A	\$ 103.95	

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

PACIFIC BELL TELEPHONE COMPANY
 Rates
 November 22, 1999
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/CLEC

GENERIC TERMINOLOGY	DANAD TERMINOLOGY	Monthly Recurring and/or Discount %	*@* INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
OTHER			
Directory Assistance			
Directory Assistance			
Rate per call		\$ 0.40484	
Call Completion LATA Wide - Per MOU		\$ 0.00436	
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)		NA	\$ 447.98
DA Services rate/ reference information			
Rate per initial load		N/A	
Rate per subsequent rate change		N/A	
Rate per subsequent reference change		N/A	
Operator Services			
Fully Automated Call Processing			
Call Completion LATA Wide - Per MOU		\$ 0.00436	
Rate per completed automated call		\$ 0.09391	
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)		NA	\$ 447.98
Operator Services rate/reference information			
Rate per initial load		N/A	
Rate per subsequent rate change		N/A	
Rate per subsequent reference change		N/A	
OA/DA Trunks			
Trunk Installation per trunk		NA	\$ 500.00
BLV/I Trunks			
Trunk Installation per trunk		NA	\$ 500.00
Ancillary Equipment			
Analog Bridging			
Master Leg Plug 2-wire		Recurring \$14.10	Non recurring \$24.60
Master Leg Plug 4 wire		\$14.10	\$24.60
2-wire Analog Bridge Plug		\$13.50	\$24.60
4-wire Analog Bridge Plug		\$12.85	\$24.60
Program Audio Bridging			
Program Audio Bridge		\$85.60	\$172.00
DCS			
1X0 Plug-in (In & Out)		\$35.55	\$49.15
3X1 Plug-in (In & Out)		\$78.80	\$49.15
Customer Network Reconfiguration			
Per Dedicated Dial-up Port		\$8.40	\$409.00
Per DS1 Channel Termination		\$15.60	\$0.00
DS1 Loops (Copper/Fiber)			
Loop Qualification		\$0.00	\$0.00
Diverse Routing			
DS1 per point of termination		\$140.00	\$0.00
DS3 per point of termination (With Terminal Equip.)		\$1,000.00	\$0.00
DS3 per point of termination (W/O Terminal Equip.)		\$750.00	\$0.00
DAL			
Price per listing per initial load		\$0.02	NA
Price per update per listing		\$0.02	NA
Price per listing use (self reported)		\$0.05	NA
Local Exchange Routing Guide (LERG)			
Per NXX		NA	\$110.00
NXX Migration			

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

PACIFIC BELL TELEPHONE COMPANY
 Rates
 November 22, 1999
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/CLEC

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	*@ INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
Migration charge/NXX		NA	\$10,000.00
Local disconnect Report (LDR) Per WTN		\$ 0.10	NA
Electronic Billing information Data (daily usage) per message		\$ 0.003	NA
LNP Surcharge		\$ 0.34	NA

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

PACIFIC BELL TELEPHONE COMPANY
 Rates
 November 22, 1999
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/CLEC

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
		Recurring and/or Discount %	
RESALE		Resale Discounts	
		Recurring	Non recurring
LOCAL EXCHANGE SERVICE			
Individual Line Measured Rate Residence Service		17%	17%
Individual Line Measured Rate Business Service		17%	17%
Individual Line Flat Rate Residence Service		17%	17%
Farmer Line Service		17%	17%
LOCAL USAGE, ZUM, and EAS			
VERTICAL SERVICES			
Three Way Calling		17%	17%
Call Forwarding		17%	17%
Busy Call Forwarding		17%	17%
Delayed Call Forwarding		17%	17%
Remote Access to Call Forwarding		17%	17%
Call Screen		17%	17%
Select Call Forwarding		17%	17%
Priority Ringing		17%	17%
Repeat Dialing		17%	17%
Call Return		17%	17%
Caller ID		17%	17%
Call Waiting		17%	17%
Speed Calling - 8 code capacity		17%	17%
Speed Calling - 30 code capacity		17%	17%
Intercom		17%	17%
Intercom Plus		17%	17%
Call Trace		17%	17%
Caller ID on Analog Centrex Lines		17%	17%
Caller ID on PBX Lines		17%	17%
Caller ID on Dedicated Custom 8 Service		17%	17%
Direct Connect		17%	17%
Usage Sensitive Custom Calling Services		17%	17%
Premiere Communications Systems - Resale		17%	17%
Remote Call Forwarding		17%	17%
Direct Connect		17%	17%
CENTREX			
Hunting Service		17%	17%
Airport Intercommunicating Service		17%	17%
Central Office Electronic Tandem Switching		17%	17%
Centrex ISDN		17%	17%
ISDN			
ISDN- BRI		17%	17%
Primary Rate ISDN (PRI)		17%	17%
Personal ISDN		17%	17%
Centrex ISDN			
TOLL			
Local Plus (Intralata Toll)		17%	17%
Two-Point Message Telecommunications Service (Local Toll)		17%	17%
Express Call Completion		17%	17%
CUSTOM 8 Toll Free Service (grandfathered)		17%	17%
Dedicated Access Line		17%	17%
Custom 8 Digital Data		17%	17%
EASY 8 Toll Free Service		17%	17%
Easy 8 Digital Data		17%	17%
Easy 8 Directory Assistance Listing		17%	17%
California 978		17%	17%
California 900		17%	17%
Information Services Call Blocking		17%	17%
OPTIONAL TOLL CALLING PLANS			
Resale Residence Usage Discount- Direct Discount		17%	17%
Resale Residence Usage Discount- Service Area		17%	17%
Resale Residence Usage Discount- Community		17%	17%
Resale Residence Usage Discount- Easy Saver		17%	17%
Resale Residence Usage Discount- Saver 60		17%	17%
Resale Residence Usage Discount- Saver Plus		17%	17%
Resale Business Usage Discount- Direct Discount		17%	17%
Resale Business Usage Discount- Plan 50		17%	17%
Resale Business Usage Discount- Plan 1000		17%	17%
Resale Business Usage Discount- Volume Discount		17%	17%
Resale Business Usage Discount - Plus		17%	17%
DIRECTORY ASSISTANCE			
Nationwide Listing Services (NLS)		17%	17%
CVN Service		17%	17%
TRUNKS			
Flat Rate Trunk		17%	17%
Trunk Line Service		17%	17%

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

PACIFIC BELL TELEPHONE COMPANY
 Rates
 November 22, 1999
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/CLEC

GENERIC TERMINOLOGY	CANAD TERMINOLOGY	Monthly Recurring and/or Discount %	*@ INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
OTHER (Resale)			
Number Retention Service		17%	17%
Number Referral Service		17%	17%
Number Services (Personalized TNs)		17%	17%
Voice Based Information Services		17%	17%
Promotional Pricing (90 days +)		17%	17%
Private Branch Exchange Services		17%	17%
Short Duration Service		17%	17%
Grandfathered Services		17%	17%
Message Waiting Indicator (MWI++)		17%	17%
Call Forwarding Busy Line		17%	17%
Call Forwarding/ Don't Answer		17%	17%
Call Forwarding Busy Line/ Don't Answer		17%	17%
Foreign Exchange Service		17%	17%
Foreign Prefix Service		17%	17%
Off Premise Extensions		17%	17%
Operator Services and Directory Assistance		17%	17%
TELEPHONE ANSWERING SERVICE		17%	17%
Secretarial Answering Service		17%	17%
Occasional Service		17%	17%
Concentrator- Identifier Service		17%	17%
Answering Line Service		17%	17%
DIRECT INWARD DIALING SERVICE		17%	17%
Tie Line Service		17%	17%
Interexchange Channel		17%	17%
Directory Listings Alternate User Listings		17%	17%
Business Individual Line Service		17%	17%
Premium Subscriber Plan		17%	17%
Premiere Subscriber Plan		17%	17%
Power Distribution Alarm And Control System		17%	17%
Custom Virtual Network		17%	17%
WATS Service		17%	17%
Basic Service Elements and			
Complementary Network Services		17%	17%
Business Answering Lines		17%	17%
Short Duration Service		17%	17%

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

PACIFIC BELL TELEPHONE COMPANY
 Rates
 November 22, 1999
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/CLEC

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	*@* INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
OTHER (Resale)			
<i>On products below, for discount, if any please see applicable tariff</i>			
Access Products		0%	0%
Electronic Tandem Switching *		0%	0%
Private Line Services		0%	0%
Digital Data Over Voice		0%	0%
Group Video		0%	0%
High Voltage Protection		0%	0%
Switched SMDS		0%	0%
Switched 56		0%	0%
All Broadband and Fast Packet Services		0%	0%
* Pending CPUC approval of Advice Letter No. 18432			
Other Services		0%	0%
Centrex Number Retention Service		0%	0%
Off-Premise Extension Service		0%	0%
Promotions Exceeding 90 days		0%	0%
Contract Plans		0%	0%
Remote Call Forwarding		0%	0%
COPT		0%	0%
Labor/Network Rearrangements		0%	0%
Visit Charge (Trouble Identification)		0%	0%
Cable services All, IW		0%	0%
Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA
Fraud Alert Referral Usage per Alert Referral		\$ 11.10	\$ 700.00
Repair Transfer Service (per subsequent change)			
Recorded Name Announcement		NA	\$ 2,300.00
800/888 Telephone Number		NA	\$ 750.00
Name Announcement & Telephone Number		NA	\$ 2,400.00
Slamming Investigation Fee		NA	\$ 50.00
Local disconnect Report (LDR) Per WTN		\$ 0.10	NA
Traffic Alert Referral Service Usage charge/alert		\$ 9.00	N/A
End User Change Over (per billable telephone number)			
Business		\$ 5.81	
Residence		\$ 4.15	
Complex		\$ 5.81	
LNP Service Charge		\$ 0.34	

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

PACIFIC BELL TELEPHONE COMPANY
 Rates
 November 22, 1999
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/CLEC

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	*@ INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION			
USAGE			
Tandem Switching - Shared Transport			
Setup per attempt (Setup per Call)		\$ 0.0122892	
Holding term per MOU (MOU)		\$ 0.0073150	
Switched Transport - Common			
Zone 1			
Fixed Mileage per MOU (Fixed Mileage)		\$0.002818	
Variable Mileage per MOU per Mile (Variable Mileage)		\$0.000044	
Zone 2			
Fixed Mileage per MOU (Fixed Mileage)		\$0.002818	
Variable Mileage per MOU per Mile (Variable Mileage)		\$0.000044	
Zone 3			
Fixed Mileage per MOU (Fixed Mileage)		\$0.002818	
Variable Mileage per MOU per Mile (Variable Mileage)		\$0.000044	
Zone 4			
Fixed Mileage per MOU (Fixed Mileage)		\$0.002818	
Variable Mileage per MOU per Mile (Variable Mileage)		\$0.000044	
Switch Usage (Local Switching)			
Interoffice - Terminating			
Setup per Call		\$ 0.010020	
Holding term per MOU (MOU)		\$ 0.002859	
TRUNK PORT TERMINATION			
Tandem Termination (Tandem Dedicated DS1-Port)		\$173.55	
TRANSITING-LOCAL TRAFFIC			
Tandem Switching - Shared Transport			
Setup per attempt (Setup per Call)		\$ 0.0122892	
Holding term per MOU (MOU)		\$ 0.0073150	
Switched Transport - Common			
Zone 1			
Fixed Mileage per MOU (Fixed Mileage)		\$0.002818	
Variable Mileage per MOU per Mile (Variable Mileage)		\$0.000044	
Zone 2			
Fixed Mileage per MOU (Fixed Mileage)		\$0.002818	
Variable Mileage per MOU per Mile (Variable Mileage)		\$0.000044	
Zone 3			
Fixed Mileage per MOU (Fixed Mileage)		\$0.002818	
Variable Mileage per MOU per Mile (Variable Mileage)		\$0.000044	
Zone 4			
Fixed Mileage per MOU (Fixed Mileage)		\$0.002818	
Variable Mileage per MOU per Mile (Variable Mileage)		\$0.000044	

Pacific Bell Telephone Company
 Non-Recurring Generic Rates
 November 22, 1999

APPENDIX PRICING
 PACIFIC/CLC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
Customized Routing Option B & C (CESAR/LEX - COMPLEX)	\$282.66	\$136.00	\$190.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.66	\$136.00	\$190.70	\$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)	\$282.66	\$136.00	\$190.70	\$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)	\$282.66	\$136.00	\$190.70	\$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)	\$282.66	\$136.00	\$190.70	\$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)	\$282.66	\$136.00	\$190.70	\$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)	\$282.66	\$136.00	\$190.70	\$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)	\$282.66	\$136.00	\$190.70	\$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)	\$282.66	\$136.00	\$190.70	\$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)	\$282.66	\$136.00	\$190.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CROSS CONNECT								
EISCC - BASIC VG/ISDN - INITIAL (CESAR/LEX - SIMPLE)	\$2.12	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$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)	\$2.12	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$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)	\$2.12	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$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

Pacific Bell Telephone Company
 Non-Recurring Generic Rates
 November 22, 1999

APPENDIX PRICING
 PACIFIC/CLC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.12	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$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
EISCC - OC3 - INITIAL (CESAR/LEX - SIMPLE)	\$3.87	\$35.04	\$0.00	\$0.00	\$93.45	\$35.04	\$0.00	\$0.00
EISCC - OC3 - INITIAL (MECHANIZED)	\$0.47	\$0.47	\$0.00	\$0.00	\$93.45	\$35.04	\$0.00	\$0.00
EISCC - OC3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.87	\$35.04	\$0.00	\$0.00	\$93.45	\$35.04	\$0.00	\$0.00
EISCC - OC3 - ADDITIONAL (MECHANIZED)	\$0.47	\$0.47	\$0.00	\$0.00	\$93.45	\$35.04	\$0.00	\$0.00
EISCC - OC12 - INITIAL (CESAR/LEX - SIMPLE)	\$3.87	\$35.04	\$0.00	\$0.00	\$93.45	\$35.04	\$0.00	\$0.00
EISCC - OC12 - INITIAL (MECHANIZED)	\$0.47	\$0.47	\$0.00	\$0.00	\$93.45	\$35.04	\$0.00	\$0.00
EISCC - OC12 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.87	\$35.04	\$0.00	\$0.00	\$93.45	\$35.04	\$0.00	\$0.00
EISCC - OC12 - ADDITIONAL (MECHANIZED)	\$0.47	\$0.47	\$0.00	\$0.00	\$93.45	\$35.04	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	\$2.12	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$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)	\$4.11	\$4.11	\$0.00	\$0.00	\$81.46	\$36.75	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	\$0.17	\$0.17	\$0.00	\$0.00	\$81.46	\$36.75	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	\$4.11	\$4.11	\$0.00	\$0.00	\$85.58	\$36.93	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	\$0.17	\$0.17	\$0.00	\$0.00	\$85.58	\$36.93	\$0.00	\$0.00
MULTIPLEXING OPTIONS								
OC3/DS1 (per 28 DS1's) (Simple - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.76	\$4.76	\$0.00	\$0.00	\$929.69	\$339.03	\$0.00	\$0.00
OC3/DS1 (per 28 DS1's) (MECHANIZED) - INITIAL & ADDITIONAL	\$0.48	\$0.48	\$0.00	\$0.00	\$929.69	\$339.03	\$0.00	\$0.00
OC3/DS3 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.76	\$0.00	\$0.00	\$0.00	\$188.53	\$74.48	\$0.00	\$0.00
OC3/DS3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.48	\$0.48	\$0.00	\$0.00	\$188.53	\$74.48	\$0.00	\$0.00
OC3/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.76	\$0.00	\$0.00	\$0.00	\$188.53	\$74.48	\$0.00	\$0.00
OC3/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.48	\$0.48	\$0.00	\$0.00	\$188.53	\$74.48	\$0.00	\$0.00
OC12/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.76	\$0.00	\$0.00	\$0.00	\$188.53	\$74.48	\$0.00	\$0.00
OC12/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.48	\$0.48	\$0.00	\$0.00	\$188.53	\$74.48	\$0.00	\$0.00
OC12 to OC3 (SIMPLE - CESAR/LEX)	\$4.76	\$0.00	\$0.00	\$0.00	\$188.53	\$74.48	\$0.00	\$0.00
OC12 to OC3 (MECHANIZED)	\$0.48	\$0.48	\$0.00	\$0.00	\$188.53	\$74.48	\$0.00	\$0.00
DNCF								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	\$72.59	\$54.92	\$57.54	\$52.94	\$0.00	\$0.00	\$0.00	\$0.00

Pacific Bell Telephone Company
 Non-Recurring Generic Rates
 November 22, 1999

APPENDIX PRICING
 PACIFIC/CLEC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	\$45.67	\$26.50	\$28.80	\$24.30	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.11	\$2.67	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMLPX)	\$4.11	\$2.67	\$2.34	\$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	\$52.94	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	\$45.67	\$26.50	\$28.80	\$24.30	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.11	\$2.67	\$2.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.11	\$2.67	\$2.34	\$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)	\$57.48	\$52.42	\$52.99	\$50.37	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	\$30.24	\$24.35	\$24.91	\$22.41	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$2.70	\$3.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.94	\$2.70	\$3.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PORT								
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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)	\$0.17	\$0.00	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.82	\$0.00	\$2.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.00	\$2.06	\$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	\$21.62	\$15.86	\$21.62	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$21.62	\$15.86	\$21.62	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	\$0.17	\$0.00	\$0.17	\$0.00	\$21.62	\$15.86	\$21.62	\$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)	\$0.17	\$0.00	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.82	\$0.00	\$2.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	\$0.82	\$0.00	\$2.06	\$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

Pacific Bell Telephone Company
 Non-Recurring Generic Rates
 November 22, 1999

APPENDIX PRICING
 PACIFIC/CLEC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
HUNTING - INITIAL (MECHANIZED)	\$0.17	\$0.00	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.82	\$0.00	\$2.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.00	\$2.06	\$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)	\$0.17	\$0.00	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.82	\$0.00	\$2.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.00	\$2.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$45.67	\$0.00	\$43.20	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$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/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$58.32	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$58.32	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.32	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$45.67	\$0.00	\$43.20	\$68.39	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$19.13	\$0.00	\$15.02	\$68.39	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$68.39	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$58.32	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$58.32	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.32	\$30.47	\$0.00	\$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$85.63	\$52.87	\$0.00	\$50.01	\$136.00	\$70.86	\$0.00	\$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.91	\$22.15	\$0.00	\$17.38	\$136.00	\$70.86	\$0.00	\$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$2.14	\$2.14	\$0.00	\$0.00	\$136.00	\$70.86	\$0.00	\$0.00

Pacific Bell Telephone Company
 Non-Recurring Generic Rates
 November 22, 1999

APPENDIX PRICING
 PACIFIC/CLEC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
OC12 (MANUAL / FAX) -INITIAL & ADDITIONAL	\$85.63	\$52.87	\$0.00	\$50.01	\$136.00	\$70.86	\$0.00	\$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.91	\$22.15	\$0.00	\$17.38	\$136.00	\$70.86	\$0.00	\$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$2.14	\$2.14	\$0.00	\$0.00	\$136.00	\$70.86	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$45.67	\$0.00	\$43.20	\$63.10	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$19.13	\$0.00	\$15.02	\$63.10	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$63.10	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX-COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$40.73	\$13.88	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$40.73	\$13.88	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.73	\$13.88	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.20	\$70.03	\$44.50	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.63	\$0.00	\$15.02	\$70.03	\$44.50	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$70.03	\$44.50	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$40.15	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$40.15	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.39	\$40.15	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.20	\$116.84	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.63	\$0.00	\$15.02	\$116.84	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$116.84	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$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	\$43.20	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.63	\$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 - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$39.03	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$39.03	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.39	\$39.03	\$0.00	\$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$103.62	\$52.87	\$0.00	\$50.01	\$517.61	\$177.14	\$0.00	\$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.91	\$22.15	\$0.00	\$17.38	\$517.61	\$177.14	\$0.00	\$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$2.14	\$2.14	\$0.00	\$0.00	\$517.61	\$177.14	\$0.00	\$0.00
OC12 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$85.63	\$52.87	\$0.00	\$50.01	\$517.61	\$177.14	\$0.00	\$0.00

Pacific Bell Telephone Company
 Non-Recurring Generic Rates
 November 22, 1999

APPENDIX PRICING
 PACIFIC/CLEC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.91	\$22.15	\$0.00	\$17.38	\$517.61	\$177.14	\$0.00	\$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$2.14	\$2.14	\$0.00	\$0.00	\$517.61	\$177.14	\$0.00	\$0.00
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.20	\$22.22	\$7.68	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.63	\$0.00	\$15.02	\$22.22	\$7.68	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$22.22	\$7.68	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLX)	\$5.76	\$2.47	\$0.00	\$0.00	\$9.52	\$5.12	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$9.52	\$5.12	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.52	\$5.12	\$0.00	\$0.00
NETWORK RECONFIGURATION SERVICE								
DCS Port Charge								
DS-1 to Collocation	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DS-3 to Collocation	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
DCS Establishment Charge	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Database Modification Charge	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Reconfiguration Charge	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
LINK								
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.75	\$53.99	\$48.30	\$29.33	\$10.59	\$11.59	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.94	\$24.39	\$19.94	\$29.33	\$10.59	\$11.59	\$0.00
4 WIRE - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$0.17	\$0.00	\$29.33	\$10.59	\$11.59	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$19.26	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$19.26	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$19.26	\$7.55	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$58.49	\$49.77	\$53.13	\$48.22	\$18.97	\$8.69	\$15.68	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.90	\$18.97	\$8.69	\$15.68	\$0.00
ASSURED - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$0.17	\$0.00	\$18.97	\$8.69	\$15.68	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.06	\$0.00	\$12.74	\$5.84	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.06	\$0.00	\$12.74	\$5.84	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.74	\$5.84	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	\$58.49	\$49.77	\$53.13	\$48.22	\$18.86	\$8.71	\$15.75	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.90	\$18.86	\$8.71	\$15.75	\$0.00
BASIC - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$0.17	\$0.00	\$18.86	\$8.71	\$15.75	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.75	\$53.99	\$48.30	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	\$35.68	\$21.94	\$24.39	\$19.94	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$0.17	\$0.00	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX -	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00

Pacific Bell Telephone Company
 Non-Recurring Generic Rates
 November 22, 1999

APPENDIX PRICING
 PACIFIC/CLEC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
COMPLEX)								
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	\$50.75	\$53.99	\$48.30	\$110.39	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.94	\$24.39	\$19.94	\$110.39	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$0.17	\$0.00	\$110.39	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.02	\$14.91	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.02	\$14.91	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$62.02	\$14.91	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.75	\$53.99	\$48.30	\$18.86	\$8.71	\$15.75	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.94	\$24.39	\$19.94	\$18.86	\$8.71	\$15.75	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$0.17	\$0.00	\$18.86	\$8.71	\$15.75	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$12.87	\$5.77	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$12.87	\$5.77	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.87	\$5.77	\$0.00	\$0.00
DSL CAPABLE LOOPS:								
PSD Class #1 Capable Loop								
a. 2-Wire Digital "ISDN Digital Subscriber Line" ("ISDL") technology								
Initial - manual/fax - complex	\$64.12	\$50.75	\$53.99	\$48.30	\$18.86	\$8.71	\$15.75	\$0.00
Initial - cesar/lex - complex	\$35.68	\$21.94	\$24.39	\$19.94	\$18.86	\$8.71	\$15.75	\$0.00
Initial - mechanized	\$0.17	\$0.17	\$0.17	\$0.00	\$18.86	\$8.71	\$15.75	\$0.00
Additional - manual/fax - complex	\$3.75	\$3.70	\$1.97	\$0.00	\$12.87	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.75	\$3.70	\$1.97	\$0.00	\$12.87	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.87	\$5.77	\$0.00	\$0.00
b. 2-Wire (copper only facilities) "Symmetric Digital Subscriber Line" ("SDSL")								
Initial - manual/fax - complex	\$58.49	\$49.77	\$53.13	\$48.22	\$18.86	\$8.71	\$15.75	\$0.00
Initial - cesar/lex - complex	\$30.43	\$21.38	\$24.74	\$19.90	\$18.86	\$8.71	\$15.75	\$0.00
Initial - mechanized	\$0.17	\$0.17	\$0.17	\$0.00	\$18.86	\$8.71	\$15.75	\$0.00
Additional - manual/fax - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
PSD Class #2 Capable Loop								
Initial - manual/fax - complex	\$58.49	\$49.77	\$53.13	\$48.22	\$18.86	\$8.71	\$15.75	\$0.00
Initial - cesar/lex - complex	\$30.43	\$21.38	\$24.74	\$19.90	\$18.86	\$8.71	\$15.75	\$0.00
Initial - mechanized	\$0.17	\$0.17	\$0.17	\$0.00	\$18.86	\$8.71	\$15.75	\$0.00
Additional - manual/fax - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
PSD Class #3 Capable Loop								
a. 2-Wire Mid-band Symmetric Technology								
Initial - manual/fax - complex	\$58.49	\$49.77	\$53.13	\$48.22	\$18.86	\$8.71	\$15.75	\$0.00

Pacific Bell Telephone Company
 Non-Recurring Generic Rates
 November 22, 1999

APPENDIX PRICING
 PACIFIC/CLEC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Initial - cesar/lex - complex	\$30.43	\$21.38	\$24.74	\$19.90	\$18.86	\$8.71	\$15.75	\$0.00
Initial - mechanized	\$0.17	\$0.17	\$0.17	\$0.00	\$18.86	\$8.71	\$15.75	\$0.00
Additional - manual/fax - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
b. 4-Wire Mid-band Symmetric Technology								
Initial - manual/fax - complex	\$64.12	\$50.75	\$53.99	\$48.30	\$29.33	\$10.59	\$11.59	\$0.00
Initial - cesar/lex - complex	\$35.68	\$21.94	\$24.39	\$19.94	\$29.33	\$10.59	\$11.59	\$0.00
Initial - mechanized	\$0.17	\$0.17	\$0.17	\$0.00	\$29.33	\$10.59	\$11.59	\$0.00
Additional - manual/fax - complex	\$3.75	\$3.70	\$1.97	\$0.00	\$19.26	\$7.55	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.75	\$3.70	\$1.97	\$0.00	\$19.26	\$7.55	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$19.26	\$7.55	\$0.00	\$0.00
PSD Class #4 Capable Loop								
Initial - manual/fax - complex	\$58.49	\$49.77	\$53.13	\$48.22	\$18.86	\$8.71	\$15.75	\$0.00
Initial - cesar/lex - complex	\$30.43	\$21.38	\$24.74	\$19.90	\$18.86	\$8.71	\$15.75	\$0.00
Initial - mechanized	\$0.17	\$0.17	\$0.17	\$0.00	\$18.86	\$8.71	\$15.75	\$0.00
Additional - manual/fax - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
PSD Class #5 2-Wire Capable Loop - Asymmetrical Digital Subscriber Line Technology								
Initial - manual/fax - complex	\$58.49	\$49.77	\$53.13	\$48.22	\$18.86	\$8.71	\$15.75	\$0.00
Initial - cesar/lex - complex	\$30.43	\$21.38	\$24.74	\$19.90	\$18.86	\$8.71	\$15.75	\$0.00
Initial - mechanized	\$0.17	\$0.17	\$0.17	\$0.00	\$18.86	\$8.71	\$15.75	\$0.00
Additional - manual/fax - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
PSD Class #7 2-Wire Capable Loop								
Initial - manual/fax - complex	\$58.49	\$49.77	\$53.13	\$48.22	\$18.86	\$8.71	\$15.75	\$0.00
Initial - cesar/lex - complex	\$30.43	\$21.38	\$24.74	\$19.90	\$18.86	\$8.71	\$15.75	\$0.00
Initial - mechanized	\$0.17	\$0.17	\$0.17	\$0.00	\$18.86	\$8.71	\$15.75	\$0.00
Additional - manual/fax - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.29	\$1.88	\$2.06	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.87	\$5.87	\$0.00	\$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT								
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$52.42	\$48.55	\$48.55	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	\$24.24	\$20.36	\$20.78	\$14.19	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	\$0.17	\$0.17	\$0.17	\$0.17	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.06	\$1.65	\$2.06	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	\$2.06	\$1.65	\$2.06	\$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)	\$70.85	\$48.55	\$48.55	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.86	\$20.36	\$20.36	\$11.52	\$7.95	\$4.16	\$0.04	\$0.00

Pacific Bell Telephone Company
 Non-Recurring Generic Rates
 November 22, 1999

APPENDIX PRICING
 PACIFIC/CLEC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
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)	\$2.06	\$2.06	\$2.06	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.06	\$2.06	\$2.06	\$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 SERIVE ORDER)	\$0.00	\$0.00	\$0.00	\$0.00	\$27.16	\$15.86	\$27.16	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	\$70.85	\$48.55	\$48.55	\$42.37	\$28.17	\$18.53	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	\$42.66	\$20.36	\$20.36	\$11.52	\$28.17	\$18.53	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$28.17	\$18.53	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.85	\$48.55	\$48.55	\$42.37	\$20.38	\$11.93	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.66	\$20.36	\$20.36	\$11.52	\$20.38	\$11.93	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$20.38	\$11.93	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.06	\$2.06	\$2.06	\$0.00	\$9.67	\$4.05	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.06	\$2.06	\$2.06	\$0.00	\$9.67	\$4.05	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.67	\$4.05	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.85	\$48.55	\$48.55	\$42.37	\$19.83	\$11.88	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.66	\$20.36	\$20.36	\$11.52	\$19.83	\$11.88	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$19.83	\$11.88	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.06	\$2.06	\$2.06	\$0.00	\$9.67	\$4.05	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.06	\$2.06	\$2.06	\$0.00	\$9.67	\$4.05	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.67	\$4.05	\$0.04	\$0.00
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	\$47.31	\$0.00	\$0.00	\$0.00	\$39.18	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	\$18.03	\$0.00	\$0.00	\$0.00	\$39.18	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.17	\$0.00	\$0.00	\$0.00	\$39.18	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - 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 (MECHANIZED)	\$0.17	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	\$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	\$21.94	\$24.39	\$19.94	\$167.45	\$55.12	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.66	\$20.36	\$20.36	\$11.52	\$125.42	\$44.47	\$0.00	\$0.00

Pacific Bell Telephone Company
 Non-Recurring Generic Rates
 November 22, 1999

APPENDIX PRICING
 PACIFIC/CLEC

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$81.37	\$54.72	\$0.00	\$45.67	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$55.66	\$29.00	\$0.00	\$19.95	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.50	\$0.50	\$0.00	\$0.50	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.29	\$0.82	\$0.00	\$0.00	\$81.51	\$23.52	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.29	\$0.82	\$0.00	\$0.00	\$81.51	\$23.52	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$81.51	\$23.52	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$81.37	\$54.72	\$0.00	\$45.67	\$105.44	\$30.75	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$55.66	\$29.00	\$0.00	\$19.95	\$105.44	\$30.75	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.50	\$0.50	\$0.00	\$0.50	\$105.44	\$30.75	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.29	\$0.82	\$0.00	\$0.00	\$80.16	\$23.52	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.29	\$0.82	\$0.00	\$0.00	\$80.16	\$23.52	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.52	\$0.00	\$0.00
EXPANDED INTERCONNECTION CROSS CONNECT (EISCC)								
OC3 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$3.88	\$3.88	\$0.00	\$0.00	\$93.45	\$31.17	\$0.00	\$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.48	\$0.48	\$0.00	\$0.00	\$93.45	\$31.17	\$0.00	\$0.00
OC12 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$3.88	\$3.88	\$0.00	\$0.00	\$93.45	\$31.17	\$0.00	\$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.48	\$0.48	\$0.00	\$0.00	\$93.45	\$31.17	\$0.00	\$0.00
SERVICE TO SERVICE ARRANGEMENT								
DS1 (per 28 DS1s)	NA	NA	NA	NA	\$491.90	\$251.23	\$0.00	\$0.00
DS3	NA	NA	NA	NA	\$20.18	\$8.97	\$0.00	\$0.00
EC1/STS-1	NA	NA	NA	NA	\$20.18	\$8.97	\$0.00	\$0.00
OC3	NA	NA	NA	NA	\$20.18	\$8.97	\$0.00	\$0.00
OC12	NA	NA	NA	NA	\$20.18	\$8.97	\$0.00	\$0.00

**California
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion			
2-Wire Analog Promotion			
Statewide	*	\$9.69	Uses existing rates in underlying agreement
Line Sharing Promotion (ADSL Loops)			
ADSL			
Statewide	*	\$5.85	NA
Service Order Promotion - Manual		NA	NA
Service Order Promotion - Semi-Mechanized		NA	NA
Service Order Promotion - Electronic	*	NA	\$18.17
OSS Promotion (xDSL Loops)			
All DSL Loops, Excluding ISDN-DSL			
Statewide		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

**California
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion			
Network Component	*	\$28.15	\$12.05
Analog Line Port			
Statewide	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop			
Statewide	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Cross-connect from analog loop to switch port	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
These prices will not appear on your bill. The discounts will appear on your bill in the form of a credit.			

*These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).

APPENDIX ROW

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS	3
3. GENERAL REQUIREMENTS	4
4. REQUESTS FOR SPACE.....	5
5. REQUESTS FOR DRAWINGS	5
6. REQUESTS FOR INFORMATION.....	6
7. MAKE READY WORK.....	6
8. POLE ATTACHMENTS	7
9. CONDUITS	7
10. INNERDUCTS	8
11.ACCESS TO PRIVATE EASEMENTS	8
12.DISPUTE RESOLUTION.....	9
13.APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	9

EXHIBIT A

1. GENERAL	1
2. PRIORITIZING.....	1
3. POINT OF CONTACT.....	2

APPENDIX ROW

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Pole.
- 1.2 Pacific Bell Telephone Company (PACIFIC) is an ILEC doing business in California.

2. DEFINITIONS

2.1 Pole

- 2.1.1 The term "pole" refers only to poles (and associated anchors) which are owned or controlled by PACIFIC and does not include cables and other telecommunications equipment attached to a pole.

2.2 Conduit

- 2.2.1 Conduits are tubes or structures containing one or more ducts and/or innerducts and used to enclose cables, wires, and associated transmission equipment. The term "conduit" refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures and does not include: (a) cables and other telecommunications equipment located within conduit structures; or (b) central office vaults, controlled environment vaults, or other PACIFIC structures (such as huts and cabinets) which branch off from or are connected to PACIFIC'S conduit.

2.3 Right of Way

- 2.3.1 A Right of Way 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. GENERAL REQUIREMENTS

- 3.1 PACIFIC shall make its Poles, Ducts, Conduit and Rights of Way (Collectively ROW) available to CLEC through Agreements consistent with applicable regulations of the Commission and this Appendix ROW.
- 3.2 PACIFIC shall provide CLEC with non-discriminatory and competitively neutral access, on a first-come, first-served basis, to ROW that PACIFIC owns or controls.
- 3.3 Upon request, PACIFIC shall provide CLEC reasonable access on a non-discriminatory and competitively neutral basis to building entrance facilities (including but not limited to conduit, manholes, 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, CLEC personnel must be escorted, and the Parties will negotiate a reasonable arrangement, including administrative costs, if any, for such escorted access.
- 3.4 PACIFIC may not favor itself in granting access to ROW. PACIFIC shall not deny a request from CLEC for access to ROW on the basis that such space is reserved for PACIFIC's future business needs, except as provided in Sections 3.5 and 3.6.
- 3.5 PACIFIC may reserve capacity for projects for which plans are in place for actual utilization or construction to begin within nine months of CLEC's request for access. If substantial construction activity is not commenced within such nine month period, PACIFIC must grant access to CLEC, unless the delay is attributable to severely inclement weather or the delay of a governmental agency in issuing a need permit. In the event of such delay, PACIFIC shall have an additional period of nine months to complete construction.
- 3.6 The duties of PACIFIC described in Sections 3.5 shall be subject to expansion or contraction in accordance with rules adopted by the Commission that constitute regulation of rates, terms and conditions for pole attachments within the meaning of Section 224(c)(3) of the Act.
- 3.7 PACIFIC may designate one innerduct in a multi-duct conduit (or, one duct, in the case of a multi-duct conduit where large sized copper cables are housed) for maintenance purposes, for the benefit of all users of the conduit. No Party shall use the maintenance innerduct (or the maintenance

duct in the case of conduit housing copper cables) except for maintenance purposes.

- 3.8 In cases where PACIFIC reasonably believes that there is insufficient capacity to grant a request from CLEC for access to ROW, PACIFIC must take all reasonable steps to accommodate CLEC's request and explore potential accommodations in good faith with CLEC.
- 3.9 In the event of an emergency affecting ROW made available by PACIFIC to CLEC, PACIFIC shall follow the mutually agreed upon Emergency Restoration Procedures attached to this Appendix ROW as Exhibit A.
- 3.10 Upon request of CLEC, PACIFIC shall provide to CLEC the names and numbers of the regional Single Points of Contact (SPOC) for administering all structure licensing and ROW Appendix within each defined geographical area.
- 3.11 To obtain access to PACIFIC's poles and conduits as described below, CLEC must execute a separate Structure License Agreement with PACIFIC.

4. REQUESTS FOR SPACE

- 4.1 Upon being presented with a CLEC's written request for access to PACIFIC'S conduits or poles, PACIFIC will accept or reject CLEC's request in writing as soon as possible, but within forty-five (45) days, unless PACIFIC cannot accept or reject within forty-five (45) days due to the complexity of the request. In such cases, the Parties will mutually agree upon an appropriate extension of time.
- 4.2 If PACIFIC denies an application by CLEC for conduit or pole space, its denial must be specific, and include all relevant evidence or information supporting the denial.

5. REQUESTS FOR DRAWINGS

- 5.1 At CLEC's request, PACIFIC shall provide CLEC with detailed engineering records and drawings of conduit, poles and other ROW paths in selected areas as specified by CLEC within a reasonable time frame.
- 5.2 PACIFIC shall allow personnel designated by CLEC to examine conduit system or pole line diagrams at PACIFIC's offices, provided that, for security reasons, a non-disclosure Agreement is signed and CLEC's

representative is limited to a specific area within the PACIFIC office or PACIFIC will make copies of such documents for CLEC at CLEC's expense, or a mutually agreed upon third Party will be permitted to examine the diagrams.

6. REQUESTS FOR INFORMATION

- 6.1 CLEC may submit a written request for information to PACIFIC before submitting a request for conduit or pole space in a specified location.
- 6.2 PACIFIC shall provide information regarding the availability and condition of conduit or pole attachments within ten (10) business days of CLEC's written request for a records based answer and twenty (20) business days of CLEC's request for a field based answer. In the event CLEC's written request seeks information about the availability of more than five (5) miles of conduit or more than 500 poles, PACIFIC shall: (1) provide an initial response within ten (10) business days; (2) use reasonable best efforts to complete its response within thirty (30) business days; and (3) if PACIFIC is unable to complete its response within thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory long time period for PACIFIC's response, PACIFIC will hire outside contractors at CLEC'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 CLEC the contractor's work order and hourly rate.
- 6.3 CLEC shall have the option to be present at the field based survey and PACIFIC shall provide CLEC at least twenty-four (24) hours notice prior to start of such field survey. By prior arrangement, PACIFIC shall allow CLEC personnel, accompanied by a PACIFIC escort, to enter manholes and view pole structures.

7. MAKE READY WORK

- 7.1 PACIFIC shall complete the "make ready work" required on poles or within conduit to enable CLEC to install its facilities. This work shall be accomplished by PACIFIC at a reasonable cost within thirty (30) business days, except that if PACIFIC requires longer than thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory longer time period for completion of the make ready work, outside contractors may be hired at CLEC's expense to do the work. In that event, PACIFIC and CLEC shall confer and agree which Party shall hire the contractors. If CLEC hires the contractors, they must meet PACIFIC's

reasonable standards. If PACIFIC hires the contractors, before proceeding with the work, PACIFIC shall provide to CLEC the contractor's work order and hourly rate, which shall not exceed PACIFIC's customary charge for the same work.

8. POLE ATTACHMENTS

- 8.1 Pole Attachments will be placed in the space on the pole designated for communications use. This space is generally located below electric supply circuits and excludes the neutral space between the electrical and communication space.
- 8.2 PACIFIC shall not attach, or permit other entities to attach, facilities on existing CLEC facilities without CLEC'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.
- 8.3 CLEC may, at its option, make pole attachments using CLEC or CLEC-designated personnel. CLEC shall follow the methods and procedures for making pole attachments set forth in California Public Utilities Commission General Order No. 95 and any additional standards provided to CLEC by PACIFIC.

9. CONDUITS

- 9.1 To the extent that space is available as reasonably determined by PACIFIC, PACIFIC shall provide CLEC space in manholes for racking and storage of cable and other materials as requested by CLEC on a nondiscriminatory, first-come, first-served basis.
- 9.2 PACIFIC shall remove any retired cable from its conduit at CLEC's expense within a reasonable period of time if necessary to make conduit space available for CLEC.
- 9.3 Upon prior notice to PACIFIC, CLEC may conduct maintenance procedures in conduit space leased from PACIFIC. PACIFIC may dispatch a PACIFIC technician at CLEC's expense to oversee CLEC's work.
- 9.4 Subject to accepted industry safety and engineering standards, PACIFIC will permit manhole interconnections and breaking out of PACIFIC manholes (core boring) for the benefit of CLEC. PACIFIC may not limit new duct entrances to pre-cast knockouts, provided that CLEC 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.

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

10. INNERDUCTS

- 10.1 PACIFIC will permit CLEC, on a first-come, first-served basis, to license the use of innerducts in ducts in which PACIFIC already occupies as innerduct as long as one spare innerduct for maintenance purposes remains available. If an innerduct licensed by CLEC becomes defective, CLEC may use the spare maintenance innerduct as long as CLEC repairs the defective innerduct for use as a new maintenance spare as soon as possible.
- 10.2 Where spare inner duct does not exist, PACIFIC shall allow CLEC to install inner duct in a spare PACIFIC conduit, provided that CLEC complies with applicable law and PACIFIC's construction standards.

11. ACCESS TO PRIVATE EASEMENTS

- 11.1 PACIFIC shall not block any third Party assignment of ROW to CLEC.
- 11.2 To the extent space is available, PACIFIC shall provide access to ROWs it has obtained from a third Party to CLEC 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 CLEC agrees to indemnify PACIFIC for any liability arising out of such access or use.
- 11.3 PACIFIC will, upon request by CLEC, grant CLEC 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 CLEC; and (ii) the number of users of PACIFIC's easement.

CLEC shall also pay the reasonable documented administrative cost incurred by PACIFIC in processing such requests for access.

12. DISPUTE RESOLUTION

12.1 If the parties are unable to agree on a matter involving access by CLEC to a ROW, conduit, innerducts, pole, entrance facility or private easement owned or controlled by PACIFIC, either Party may submit the matter to the dispute resolution process set forth in the General Terms and Conditions of this Agreement or may invoke applicable dispute resolution procedures described in the Act and the FCC's *First Interconnection Order*, sections 1217 through 1231.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

13.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT A

EMERGENCY RESTORAL PROCEDURES

1. GENERAL

- 1.1 In the event of an emergency, restoration procedures may be affected by the presence of CLEC facilities in or on **PACIFIC** structures. While **PACIFIC** maintains no responsibility for the repair of damaged CLEC facilities (except under a special maintenance contract), it must nonetheless control access to CLEC structures if restoral of affected facilities is to be achieved in an orderly fashion.

2. PRIORITIZING

- 2.1 Where **PACIFIC** and CLEC are involved in emergency restorals, access to **PACIFIC**'s structures will be controlled by **PACIFIC**'s Maintenance District Manager or his/her on-site representative according to the following guidelines:
- 2.2 Service Disruptions/Outages
- 2.2.1 While exercising its right to first access, **PACIFIC** should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.
- 2.2.2 Where simultaneous access is not possible, access will next be granted according to longevity in/on the structure (i.e., first in time, first in right).
- 2.2.3 Where longevity in the structure cannot be ascertained, access will be prioritized on a first come, first served basis.

2.3 Service Affecting

- 2.3.1 While exercising its right to first access, PACIFIC should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.
- 2.3.2 Where simultaneous access is not possible, access will next be granted to occupants according to the level of damage to its facilities and the likelihood that damage will result in service disruption. Where likelihood that damage will result is not clearly discernible, access will be granted according to longevity in/on the structure (i.e., first in time, first in right).
- 2.3.3 Where longevity in the structure cannot be ascertained, access will be prioritized a first come, first served basis.

3. POINT OF CONTACT

- 3.1 When an emergency situation arises which necessitates CLEC access to a manhole after PACIFIC's normal business hours, CLEC should call PACIFIC's Interconnection Service Center (ISC). All calls during normal business hours must be directed to the appropriate PACIFIC SPOC. For after-hours calls, PACIFIC's ISC will contact the Maintenance Center responsible for after-hours coverage of the affected area. The maintenance supervisor contacted by the ISC will return CLEC's call and will arrange for access with on-call maintenance field personnel during the emergency condition.