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

5.4.2. Until a mechanized process is in place for Loop Qualification, AT&T shall submit manual requests for Loop Qualification to PACIFIC. PACIFIC shall complete its response to an AT&T request for Loop Qualification within the same time period as PACIFIC provides Loop Qualification to its own end users.

5.4.3. In response to AT&T's inquiry, PACIFIC shall notify AT&T:

5.4.3.1. whether the Loop Qualification results indicate that the Loop is less than 12,000 feet and meets the technical parameters for a PSD#5 DSL-Capable Loop without additional conditioning,

5.4.3.2. whether the Loop is between 12,000 and 17,500 feet,

5.4.3.3. if applicable, the reason why the Loop does not meet the technical parameters for PSD #5 DSL.

5.4.3.4. and any other information regarding loop characteristics necessary for AT&T to evaluate DSL service suitability.

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

5.5. MAINTENANCE

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

5.6. PROVISIONING AND INSTALLATION

5.6.1. PACIFIC shall provision and install DSL loops, as defined above. If AT&T requests conditioning, PACIFIC will condition and install the Loop within the lesser of (a) the time interval that PACIFIC completes for its own end users, or (b) the interval established by the Commission and as defined in Section 14 of the Preface (General Terms and Conditions) of this Agreement.

5.6.2. Subsequent to ordering a DSL-Capable Loop, AT&T may request additional conditioning. The rates set forth in Attachment 8 and the applicable service order charges will apply. When PACIFIC receives requests to add or modify conditioning within twenty-four (24) hours of AT&T's initial order for a DSL- Capable Loop, PACIFIC shall not assess any additional service order charges, but may adjust the due date as necessary. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

5.6.3. Pacific shall work at AT&T's request for expedited provisioning of xDSL loops during normal business hours, provided that resources are available. Pacific shall manage requests for expedited provisioning during non-business hours as a coordinated cut, as defined in Attachment 9, and at the charges set forth in Attachment 8.

5.7 Spectrum Management

5.7.1 In order to protect the integrity of the network, AT&T agrees to use the DSL-Capable Loops in a manner consistent with the industry standards referenced above.

5.7.2. PACFIC shall treat a request by AT&T for any DSL-capable Loop in a non-discriminatory manner with regards to spectrum management, and shall provide AT&T the same spectrum management as PACIFIC provides to itself or its affiliates. To the

extent that recognized industry forums have convened and recommended guidelines for the non-discriminatory treatment of spectrum management and Loop assignment within Loop feeder and distribution cables, PACIFIC shall follow these recommendations.

5.7.3. In those instances where the Loop facilities available to serve the Customer pass through transmission equipment located between the Customer premises and the serving network locations and such equipment prevents AT&T from deploying xDSL capabilities of equivalent quality to those offered by PACIFIC or those offered by PACIFIC's affiliates using equipment or facilities constituting unbundled network elements under 47 U.S.C. § 251(c)(3) that were transferred from PACIFIC to the affiliate, to the extent technically feasible, PACIFIC must provide AT&T with the following options as required by FCC 51.319 (c) (3) (B):

5.7.3.1. a Loop without intervening transmission equipment that meets industry standard electrical characteristics suitable for supporting xDSL capabilities as specified by AT&T; or

5.7.3.2. access to a Loop facility and appropriate collocation space in the remote terminal for AT&T to deploy a DSLAM.

5.7.3.3. Consistent with the FCC *UNE Remand Order*, Pacific is not required to unbundle DSLAM equipment except in one limited circumstance as follows: Pacific must provide AT&T with access to unbundled packet switching, including PACIFIC's DSLAM, in situations in which Pacific has placed its DSLAM in a remote terminal. However, Pacific will be relieved of this unbundling obligation if it permits AT&T to collocate its DSLAM in Pacific's remote terminal, on the same terms and conditions that apply to its own DSLAM.

5.7.4. Pacific shall make available to AT&T on a website a list of xDSL-capable central offices. PACIFIC shall update such website as new offices are qualified.

5.7.5. Within five (5) days after (i) PACIFIC determines that intervening transmission equipment (e.g., digital Loop carrier) may be modified to accommodate xDSL Loops or (ii) PACIFIC modifies intervening transmission equipment so that xDSL Loops may be provisioned, PACIFIC shall provide AT&T with written notice of such developments, provided that the events specified in (i) and

(ii) occur within sixty (60) days of AT&T's request for xDSL Loops. PACIFIC is not required to notice AT&T if sixty (60) days have passed since AT&T's xDSL request.

5.8. ACCESS TO LOOP DESIGN RECORDS

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

5.8.1.1 Loop length,

5.8.1.2. gauge of wire used,

5.8.1.3. load coil and/or bridge tap presence,

5.8.1.4. transmission media type used to deliver the Loop to the central office (e.g. continuous analog copper facilities, digital Loop carrier facilities),

5.8.1.5. PACIFIC must also make available to AT&T any inventory of Loops that have been pre-qualified for advanced data services if such an inventory exists.

5.9. USE OF DIGITAL LOOP CARRIER SYSTEMS (DLC)

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

5.9.1.1. Provide AT&T with the unbundled Loop including the IDLC equipment, where technically feasible;

5.9.1.2. Convert the Loop(s) involved to qualified analog Loop facilities, where facilities exist;

5.9.1.3. Move the Loop(s) involved to a parallel universal digital Loop carrier facility if one exists; and

5.9.1.4. Allow AT&T access to sub-loop network elements, consistent with the FCC's *UNE Remand Order*.

5.10. PROVISIONING OF UNBUNDLED LOOPS

5.10.1. PACIFIC will provision unbundled loops, including DS1-capable loops, up to the end user customers' telecommunications point of entry and include, where PACIFIC owns the cable, any appropriate intra-building cable necessary in multi-tenant buildings.

5.11. LINE SHARING

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

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

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

5.12. SUBLOOPS

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

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

5.12.1.2. at the feeder distribution interface (FDI), where the trunk line, or "feeder," leading back to the central office, and the "distribution" plant, branching out to the subscribers, meet, and "interface."

5.12.1.3. at the main distribution frame in the incumbent's central office.

5.12.2. A Loop may be comprised of the following sub-components:
Loop Feeder
Loop Distribution

5.12.2.1. AT&T may purchase from PACIFIC on an unbundled basis either of the two Loop components at the prices set forth in Attachment 8. The Loop components include Loop Feeder and Loop Distribution. PACIFIC shall provide Loop Feeder and Loop Distribution, to the extent technically feasible in response to a specific AT&T request. The Loop components shall be available to AT&T through the standard ordering process.

5.12.3. Loop Feeder

5.12.3.1 The Loop Feeder is the Network Element that will provide connectivity between a Feeder Distribution Interface (FDI) associated with Loop Distribution and a central office MDF. The feeder Network Element can be copper, coax, or fiber and the interface can be any valid level supported by the underlying media. PACIFIC shall provide AT&T access to the FDI via cross-connects, and the right to connect the Loop Feeder to the FDI in response to a specific AT&T request if technically feasible.

5.12.3.2 Requirements for Loop Feeder

5.12.3.2.1. If any Loop Feeder elements require power (i.e., repeaters), PACIFIC shall provide appropriate power for all active elements in the Loop Feeder.

PACIFIC will provide appropriate power and battery back-up using the same engineering guidelines and practices that are in place for like PACIFIC equipment.

5.12.3.2.2. AT&T may request PACIFIC to provide unbundled Loop feeder in an area where copper twisted pair Loop Feeder is deployed. If available, PACIFIC shall provide Loop feeder as ordered by AT&T. AT&T must have the same opportunity as PACIFIC to order either loaded or unloaded cable pairs. If AT&T does not have any unloaded cable pairs available, upon specific request, PACIFIC will provide unbundled Loop Feeder which is unfettered by any intervening equipment (e.g., filters, load coils, and range extenders). AT&T will reimburse PACIFIC for actual work performed to remove any bridge taps or load coils in accordance with the time and material rates set forth in Attachment 8.

5.12.3.2.3. AT&T may request that the Loop Feeder be conditioned to transport a DS1 signal.

5.12.3.2.4. Where available, AT&T may request unbundling of Loop Feeder that includes DS1, DS3, fiber, and other high capacity feeder loops in deployed applications in PACIFIC's network which will transport DS3 and OC-n (where n is defined in the industry standard technical reference). The requirements for such transport are set forth in industry standard technical references.

5.12.3.3. Interface Requirements

5.12.3.3.1. If AT&T desires access to unbundled Loop Feeder in a PACIFIC Central Office, the Loop Feeder point of termination (POT) within a PACIFIC central office will be as follows:

5.12.3.3.2. Copper twisted pairs shall terminate on a frame;

5.12.3.3.3. DS1 Loop Feeder shall terminate on a suitably equipped DSX-1 patch panel;

5.12.3.3.4. Fiber Optic cable shall terminate on a LGX, or equivalent, patch panel.

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

5.12.4. Loop Distribution

5.12.4.1. Loop Distribution is a sub-loop Network Element that is composed of two distinct component parts: Distribution Media and a Network Interface Device (NID) or Minimum Point of Entry (MPOE). Each component part is defined in detail below.

5.12.4.2. Distribution Media provides connectivity between the NID and the terminal block on the subscriber-side of an FDI. The FDI is a device that terminates both the Distribution Media and the Loop Feeder. The Loop and feeder facilities are cross-connected at the FDI to create a bundled Loop (i.e., a continuous transmission path between the NID and a telephone company central office MDF). The FDI in the interfaced design typically makes use of a manual cross-connection, and may be housed inside an outside plant cabinet, hut or remote terminal ("green box"), in a vault (commonly known as a controlled environment Vault – CEV), or utility room in a multi-dwelling unit.

5.12.4.3. The Distribution Media may be copper twisted pair, coax cable, or fiber optic cable. A combination that includes two or more of these media may also be possible.

5.12.4.3.1. PACIFIC will provide Loop distribution in response to specific AT&T requests for such access.

5.12.4.4. Requirements for All Distribution

5.12.4.4.1. Unbundled Distribution shall be capable of transmitting signals for the following services if provided (as requested by AT&T):

5.12.4.4.1.1. Two-wire and four-wire analog voice grade Loops, and/or

5.12.4.4.1.2. Two-wire and four-wire Loops that are conditioned to transmit the digital signals needed to provided services such as ISDN, or transmit xDSL, and DS1-level signals. If available facilities contain bridge taps or load coils, PACIFIC will remove them at AT&T's request, and AT&T will be responsible to reimburse PACIFIC for any reasonably incurred costs at either time and material or the conditioning rate set forth in Attachment 8.

5.12.4.4.2. PACIFIC shall support functions associated with provisioning, maintenance and testing of the unbundled Distribution Media, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which Distribution is associated at parity with what PACIFIC provides to itself.

5.12.4.4.3. Where technically feasible, PACIFIC shall provide performance monitoring of the Distribution Media, as well as provide necessary access for performance monitoring for Network Elements to which Distribution is associated.

5.12.4.4.4. PACIFIC shall provide Unbundled Distribution in conformance with the relevant and applicable requirements set forth in the industry standard technical reference.

5.12.4.4.5. PACIFIC shall provide AT&T with nondiscriminatory physical access to, and the right to connect to, the FDI in conjunction with unbundled Distribution.

5.12.4.4.6. PACIFIC shall offer unbundled Distribution together with, and separately from the NID component of Loop Distribution. Where AT&T requests such Distribution without the PACIFIC NID, AT&T will provide a suitable NID in accordance with the relevant and applicable standards listed in the industry standard technical reference.

5.12.4.4.7. AT&T may request that unbundled Distribution be provided as copper twisted pairs which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders). Upon AT&T's request, PACIFIC will provide unbundled copper

Distribution free of bridge taps or load coils to meet AT&T's desired path if technically feasible. Where unfettered loops do not exist, AT&T, at its sole option, may request the loop distribution be conditioned and agrees to pay associated conditioning charges.

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

5.13 CROSS-CONNECTION

5.13.1. PACIFIC shall provide a cross-connect between links and AT&T's collocation arrangement using the following interfaces for the physical point of termination:

5.13.1.1. 2 wire analog loop to collocation;

5.13.1.2. 4 wire analog loop to collocation;

5.13.1.3. 2 wire ADSL loop to collocation;

5.13.1.4. 2 wire digital loop to collocation; and

5.13.1.5. 4 wire digital loop to collocation (e.g. DSX1 to DSX1)

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

5.14 IMPLEMENTATION SCHEDULE

5.14.1. PACIFIC shall provide the Loops described in this Section 5 as of the Effective Date of this Agreement.

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

Request, since the UDLC technology already exists in PACIFIC's network.

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

5.15 SINGLE POINT OF INTERCONNECTION

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

6. UNBUNDLED SWITCHING

6.1 UNBUNDLED LOCAL SWITCHING NETWORK ELEMENT (LSNE)
Unbundled Local Switching (LSNE) is defined as the local circuit switching capability network element, as set forth in FCC Rule § 51.319. PACIFIC shall make available unbundled switching capacity, including dial tone, digit reception, access to signaling, vertical features and deployed switch based AIN capabilities, with routing to interoffice trunks and interoffice transport provided by PACIFIC or to designated trunks specified and purchased by AT&T in accordance with this Attachment. PACIFIC designates this service "Local Switching Network Element" (LSNE). The LSNE shall include all features, functions, and capabilities of the PACIFIC switch that are available to PACIFIC end users. In purchasing LSNE, AT&T must obtain a Line Side Port (including a telephone number and at AT&T's option, a directory listing). For access to the switching functions and vertical features provided by the switch, some designation of trunking for completion of calls, with the exception of intra-switch calls, may be required. All intra-switch calls are completed using PACIFIC's switch and no trunk designation is made for completion of such calls.

6.1.1. LSNE includes switching served by remote switching modules. The switching capabilities used will be based on the line side features they support.

6.1.2. LSNE will be capable of routing intraLATA toll and interLATA toll/international calls to AT&T's end user's prescribed carrier of choice (CIC).

6.1.3. Upon not less than one-hundred-eighty (180) days' written notice to AT&T, PACIFIC may elect not to provide LSNE at TELRIC prices within any territory (each, an "Exception Territory") with respect to which PACIFIC can demonstrate that, as of the date on which AT&T receives notice (the "Exception Notice Date"), PACIFIC has satisfied each of the following conditions:

6.1.3.1. A territory shall constitute an "Exception Territory" if it constitutes the service area of PACIFIC offices that is both assigned to density zone 1 and is located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98.

6.1.3.2. In the subject area PACIFIC offers an EEL which includes whatever combination of unbundled loop, dedicated transport, and multiplexing or concentration function that AT&T requests. The EEL must be available for AT&T to order and obtain throughout the Exception Territory at forward looking, cost-based prices as specified in Attachment 8 without use restrictions of any kind, except those permitted under Section 2.3 of this Attachment, and according to applicable Performance Measures and Incentives set forth in Section 14 of the Preface (General Terms and Conditions) of this Agreement.

6.1.3.3. PACIFIC may only exercise this election when the AT&T customer has four or more lines at a single physical customer location.

6.1.3.4. In determining whether PACIFIC may exercise this election in any particular case, AT&T shall not be obligated to disclose retail account detail for its

customers, such as customer name or address, beyond that which is otherwise required under mutually agreed implementation of industry-standard ordering provisions.

6.1.3.5. In accordance with Sections 2.9 and 3, PACIFIC shall not disrupt or discontinue pre-existing combinations or orders for 2-wire voice-grade local Loops, connected to the line-side port of the unbundled local circuit switching elements, as long as AT&T is purchasing all the elements in the combinations. PACIFIC shall honor all orders that were scheduled for installation before the date that is one-hundred-eighty (180) days after the Exception Notice Date (the "Exception Effective Date").

6.1.3.6. In the event that AT&T orders LSNE in an Exception Territory, PACIFIC shall reject the order promptly, informing AT&T that such rejection is based solely on PACIFIC's claim that the order was placed in an Exception Territory.

6.1.3.7. Nothing herein shall preclude AT&T from using its own facilities, resold services, or any other facilities, services, or serving arrangements to provide additional services and quantity to an end-user customer account with respect to which PACIFIC may exercise this election.

6.1.3.8. All disputes arising under these provisions shall be resolved according to the Alternative Dispute Resolution process set forth in Attachment 3.

6.2. GENERAL LSNE REQUIREMENTS

6.2.1. PACIFIC shall route all local calls to the appropriate trunk or lines for call origination or termination, utilizing PACIFIC's shared transport network, except as provided in Section 6.5.3 below. At AT&T's option, PACIFIC will offer customized routing for unbundled switch lines.

6.2.2. PACIFIC shall route all interLATA calls, including Directory assistance dialed via (FNPA) 555-1212, by AT&T Customers, to the customer's PIC'ed carrier for interLATA service. PACIFIC will route these calls using FGD signaling to the PIC'ed carrier's POP.

6.2.3. PACIFIC will route all intraLATA toll calls dialed by AT&T customers to the customer's PIC'ed carrier for intraLATA toll,

except as provided in Section 6.5.3 below. PACIFIC will route such intraLATA calls using FGD signaling to the PIC'ed carrier.

6.2.4. If requested by AT&T, PACIFIC shall provide standard recorded announcements at Parity.

6.2.5. At AT&T's request, PACIFIC shall provide, to the extent technically feasible, whatever reasonable branding AT&T directs with regard to operator services and directory assistance calls carried on PACIFIC's shared transport.

6.2.6. For Network Elements, PACIFIC shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as automatic call gapping, automatic congestion control, and network routing overflow in a non-discriminatory manner (e.g., PACIFIC shall not block AT&T traffic and leave its traffic unaffected or less affected).

6.2.7. From time to time AT&T may request that PACIFIC provide unique reports of reasonable performance data regarding a subscriber line, traffic characteristics, or other reasonable elements. To the extent that such reports differ from reports that PACIFIC has available for itself, AT&T shall pay the charges for such reports on an ICB basis. When PACIFIC provides, upon AT&T's request, reports that PACIFIC has available for itself, AT&T shall compensate PACIFIC for any reproduction and delivery costs.

6.2.8. PACIFIC shall assign each AT&T subscriber line an unbundled switching class of service. AT&T may request and PACIFIC will provide call blocking options (e.g., 900, 976) at parity.

6.2.9. Customized Routing under Options B and C for UNEs and under Option B (ROAR) in connection with Resale Services

6.2.9.1. When AT&T orders LSNE Options B or C, or ROAR, PACIFIC shall route IntraLATA OS traffic over trunk groups specified by AT&T using standard Operator Services dialing protocols of 0+ or 0-. PACIFIC will provide the functionality and features within its Local switch (LS) to route all AT&T customer dialed 0+ and 0- calls to the AT&T designated trunk groups via Modified Operator Services Signaling (MOSS). If AT&T does not order such customized routing, PACIFIC shall handle these calls on behalf of AT&T and route the calls to PACIFIC's operator platform for processing.

6.2.9.2. When AT&T orders Options B or C, or ROAR, PACIFIC shall route to the AT&T Network, using customized

routing, all IntraLATA Directory Assistance calls dialed via 411 or (FNPA) 555-1212 by AT&T Customers. If AT&T does not request such customized routing, PACIFIC shall handle these calls on behalf of AT&T and route the calls to PACIFIC's directory assistance platform for processing.

6.2.10. PACIFIC shall provide to AT&T, at AT&T's option, customized routing to AT&T of Directory Assistance calls dialed by AT&T customers in the "411" format. PACIFIC shall provide this service when AT&T is providing Local service by reselling PACIFIC's services or using unbundled Network Elements purchased from PACIFIC.

6.2.11. For customized routing of "411" calls from #5ESS and DMS switches, PACIFIC shall, if specified by AT&T, convert the dialed 411 service code to an AT&T – designated 900 number or, subject to a BFR, to another number designated by AT&T.

6.2.12. For customized routing of "411" calls from #1AESS switches, PACIFIC shall route the calls as received, without conversion of digits, to AT&T's Feature Group C MOSS trunk groups.

6.2.13. PACIFIC shall provide the customized routing and number conversions described above without requiring AT&T to follow the BFR procedure except as specified above.

6.2.14. PACIFIC shall provide to AT&T, at AT&T's option, customized routing to AT&T of IntraLATA Directory Assistance calls dialed by AT&T customers in the "foreign NPA" or "FNPA 555-1212" format. PACIFIC shall perform such FNPA 555-1212 routing to the trunk groups specified by AT&T. PACIFIC shall route IntraLATA Foreign NPA (FNPA 555-1212) Directory Assistance calls as follows:

6.2.14.1. Where the customer has chosen AT&T for local service and AT&T for intraLATA toll, PACIFIC shall route the call to AT&T's network, using ROAR or Option B LSNE.

6.3. INTERFACE REQUIREMENTS

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

6.3.1. Line Port

6.3.1.1. Analog Line Port/Basic Port
The Analog Line Port is a line side switch connection available in either a Loop or ground start signaling configuration used primarily for switched voice communications.

6.3.1.1.1. AT&T may order an Analog Line Port to be provisioned with Centrex-like features and capabilities. When AT&T orders a port to create a Centrex-like system, PACIFIC shall charge, in addition to the port charge, a system establishment charge to translate the common block and system features in the switch.

6.3.1.1.2. AT&T may order an Analog Line Port to be provisioned with two-way, one-way-out, and one-way-in directionality for PBX business applications.

6.3.1.1.3. AT&T may use an analog line port to terminate the voice portion of an ADSL-capable loop or the voice portion of other xDSL technologies where the voice and data can be carried over the same copper pair.

6.3.1.2. ISDN Basic Rate Interface (BRI) Port
The ISDN Basic Rate Interface (BRI) port is a 2-wire line side switch connection that provides two 64 KBPS "B" (bearer) channels for circuit switched voice and/or data and one 16 APBs "D" (delta) channel for signaling.

6.3.2. Trunk Port

6.3.2.1. Analog DID Trunk Port
The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

6.3.2.2. ISDN Primary Rate Interface (PRI) Trunk Side Port
The ISDN Primary Rate Interface (PRI) Trunk Port is a trunk side switch connection that provides twenty-three 64 KBPS "B" channels for digital voice and data and one 64 KBPS "D" channel.

6.3.2.3. DS1 Trunk Port

The DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications or a UNE dedicated trunk used for custom routing.

6.3.3. Additional switch ports may be developed in accordance with the BFR Process.

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

6.4. TYPES OF CHARGES

6.4.1. Port charges are set forth in Attachment 8.

6.4.2. Charges for vertical features associated with LSNE are set forth in Attachment 8.

6.4.3. Usage sensitive (per minute of use) Local switching charges, as set forth in Attachment 8 and Attachment 18. Usage will be recorded in one-second increments. Usage seconds will be totaled for the entire monthly bill and then rounded to the next whole minute. Usage sensitive Local switching charges will be on a per minute of use basis and applied to all originating and terminating traffic, including, but not limited to Local, toll, E 911 calls, calls to time and weather announcements, etc.

6.4.4. Forms of Line Port Access LSNE access may occur in the following manner:

6.4.4.1. LSNE Access, Cross-Connection Through Collocation: From AT&T's collocation space, AT&T may purchase an EISCC cross-connection to PACIFIC's Line Side Port to obtain access to LSNE. Cross-connect varieties are defined in Section 5.13 of this Attachment.

6.5. TYPES OF LSNE

6.5.1. Option A: PACIFIC-Provided Interoffice Transport and PACIFIC-Provided Operator and Directory Assistance Services. In this configuration, AT&T purchases a Line Port and receives a telephone number and directory listing, switching capacity and switch features, including deployed AIN capabilities and completion to PACIFIC's interoffice trunks for all multiple-switch Local calls, calls to operator and directory assistance services, and E-911 calls. In this configuration, intra-switch calls are also provided through PACIFIC's switch. PACIFIC will be solely responsible for design and engineering of the trunks under this option. In addition, PACIFIC will provide all 0-, Local 0+ and Local directory assistance services under this option. PACIFIC's switching will be programmed to allow routing to and from AT&T's line ports, including operator and directory assistance calls, to PACIFIC's network.

6.5.1.1. Rates The charges set forth in Attachment 8 shall apply.

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

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

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

6.5.2.3. Trunk Port Cross Connect Charge (EISCC).

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

6.5.2.3.2. There will be no cross-connect charge at the office providing unbundled switching if AT&T orders unbundled dedicated transport from PACIFIC for connection to AT&T-designated facilities. A cross-connect charge will apply at the distant end of the transport if AT&T terminates the transport to collocation space.

6.5.3. Option C: Customized Routing - Complex for AT&T Traffic Using Routes Designated by AT&T. This option is Customized Routing for AT&T traffic in the manner designated by AT&T, and it requires that special, customized routing programming be provided by AT&T. This option will include all of the features listed in Options A and B. However, with this Option, AT&T may direct 7 and 1+10-digit intraLATA inter-switch traffic on a class-of-call or dialed NPA-NXX basis to a trunk group other than the standard trunk group used for PACIFIC's routing. Routing on a class-of-call basis means the ability to direct all calls to particular NPA-NXXs originating from PACIFIC's end office switch to a single trunk group. At AT&T's request, PACIFIC will custom-route intraLATA inter-switch calls on a class-of-call basis to the PACIFIC tandem serving the originating PACIFIC end office, or to an AT&T switch. Alternatively, at AT&T's request, PACIFIC will direct intraLATA inter-switch calls based on the dialed NPA-NXX to the PACIFIC tandem serving the originating PACIFIC end office, to an AT&T switch, and/or to the PACIFIC end office where the dialed NPA NXX resides. In this configuration, AT&T obtains one or more Line Ports and receives a telephone number and directory listing, switching capacity, switch features, including deployed AIN capabilities, that will permit the completion of multiple-switch intraLATA calls, calls to either operator or directory assistance services, or both, and E-911 calls. In this configuration, PACIFIC shall complete intra-switch calls through its switch. PACIFIC shall complete inter-switch calls using, at AT&T's direction, either shared or dedicated transport facilities. AT&T will be solely responsible for design and engineering of any dedicated transport under this option. PACIFIC will be solely responsible for design and engineering of any PACIFIC-provided shared or common transport used under this option. AT&T may purchase Dedicated Transport from PACIFIC or may provide its own. Under this Option C, PACIFIC shall route AT&T's intraLATA traffic over PACIFIC's Shared Transport facilities if requested by AT&T.

6.5.3.1. AT&T may request that dedicated trunk groups established with a LSNE Option C custom routing configuration overflow to PACFIC shared or common transport. AT&T dedicated transport that will overflow to PACIFIC's network must be ordered by AT&T as high usage. PACIFIC will be solely responsible for determining the overflow trunk group within PACIFIC's network.

6.5.3.2. Rates: AT&T shall pay ICB charges as mutually agreed by the Parties.

6.5.3.3. PACIFIC shall provide a cross-connect between switching ports and AT&T's collocation arrangement using the following interfaces for the physical point of termination:

6.5.3.3.1. Analog line port to collocation;

6.5.3.3.2. ISDN Basic Rate Interface (BRI) line port to collocation

6.5.3.3.3 ISDN Primary Rate Interface (PRI) trunk port to collocation

6.5.3.3.4. Analog DID Trunk Port to collocation; and

6.5.3.3.5. DS1 Trunk Port to collocation.

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

6.6. IMPLEMENTATION SCHEDULE

6.6.1. Option A is currently available for ordering by AT&T. PACIFIC will deploy Option A within ten (10) business days after AT&T's order for a particular switch, with a maximum of fifty (50) switches per order. PACIFIC will implement all valid switch requests ("CLLIs") and reject the invalid requests on an individual CLLI basis.

6.6.2. PACIFIC will implement a valid Option B, Option C, or ROAR custom routing footprint order for an individual switch according to the following schedule:

6.6.2.1.	1-48 trunks	38 Business Days
6.6.2.2.	49-96 trunks	40 Business Days

6.6.2.3. 97-144 trunks 42 Business Days

6.6.2.4. 145-193 trunks 48 Business Days

6.6.2.5. In any event, PACIFIC shall complete the footprint order no later than 60 Business Days from receipt of a valid order unless mutually agreed by the Parties.

6.7. TANDEM SWITCHING

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

6.7.1.1. Tandem Switching. Tandem Switching is defined as the local tandem switching capability network element, as set forth in FCC Rule 51.319. Tandem Switching allows use of the Tandem Switch itself for the transmission of calls between any two switches connected to that tandem, without any customized routing. PACIFIC's unbundled Tandem Switching will permit access to the Tandem Switch to originate a call to, or terminate a call from, a CLEC to a PACIFIC End Office, another LEC, Wireless Service Provider, or another switch, using the normal routing established in PACIFIC's tandem.

6.7.1.2. When AT&T uses PACIFIC's LSNE (except where AT&T requests Dedicated Transport using Options B or C), use of the tandem is included in the shared transport charges set forth in Attachment 8.

6.8 TECHNICAL REQUIREMENTS FOR TANDEM SWITCHING

6.8.1. Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90 and that PACIFIC provides to its own customers. The requirements for Tandem Switching include, but are not limited to the following:

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

6.8.1.2. Tandem Switching shall provide connectivity to Operator Systems as mutually agreed by the parties to AT&T operator-to-LEC operator connections for BLV;

6.8.1.3. Tandem Switching shall provide access to Toll Free number portability database as described in the above TR and TR-NWT-000533, Issue 3.1.2 ("Access Tandem/SSP") for calls between Equal Access End Offices and the Access Tandem;

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

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

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

6.9. IMPLEMENTATION SCHEDULE

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

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

6.10. PACKET SWITCHING

6.10.1 Definition. Packet Switching is defined as the packet switching capability Network Element, as set forth in F.C.C Rule 51.319. Without limiting the foregoing, Packet Switching includes the basic packet switching function of routing or forwarding packets, frames, cells or other data units. Packet Switching also includes the Digital Subscriber Line Access Multiplexers (DSLAMs) functionality, including but not limited to:

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

data channel, or solely a data channel);

6.10.1.2. the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

6.10.1.3. the ability to extract data units from the data channels on the loops, and

6.10.1.4. the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

6.10.2. PACIFIC shall be required to provide nondiscriminatory access to unbundled Packet Switching capability for use with unbundled Loops within the service area of a PACIFIC central office (a "Service Area") only where each of the following conditions are satisfied:

6.10.2.1. PACIFIC has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems, or PACIFIC has deployed any other system in which fiber optic facilities prevent AT&T from obtaining a continuous copper facility between the retail customer's premises and PACIFIC's central office; and

6.10.2.2. PACIFIC cannot make a continuous copper loop available for use by AT&T capable of supporting the xDSL services AT&T seeks to offer; and

6.10.2.3. PACIFIC has not permitted AT&T, within thirty (30) days of an AT&T request, to collocate for the purposes of deploying necessary electronics. In addition, PACIFIC does not allow AT&T to interface with the copper plant serving the customer's premises and, at AT&T's option, to interconnect within PACIFIC loop distribution facilities prior to its termination on PACIFIC's MDF; and

6.10.2.4. PACIFIC has deployed packet switching capability for the purpose of providing retail service or supporting retail service to a customer within such Serving Area. In the case of an affiliated entity, this section shall apply only when the affiliated entity deploys packet switching capability using equipment or facilities constituting

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

6.10.3 Where PACIFIC is required to provide Packet Switching to AT&T, PACIFIC shall provide interconnection at any technically feasible point selected by AT&T.

6.10.4. PACIFIC shall have the burden of demonstrating that one or more of the conditions set forth in Section 6.10.2 do not apply in such Serving Area. Packet Switching functionality provided pursuant to this Section 6.10 in combination with unbundled Loops that were installed prior to the date on which PACIFIC is able to make such a showing shall not be disrupted or disconnected by PACIFIC, and shall continue to be provided until such time as AT&T issues an order to disconnect the Network Elements.

6.10.5. All disputes arising under these provisions shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Attachment 3 to this Agreement.

7. UNBUNDLED INTEROFFICE TRANSMISSION FACILITIES (TRANSPORT)

7.1 UNBUNDLED DEDICATED TRANSPORT

7.1.1. General Description and Specifications of the Network Element. PACIFIC will make available, subject to the terms and conditions specified herein, the following unbundled transport facilities:

7.1.2. Dedicated Transport is an interoffice transmission path, dedicated to AT&T, that provides telecommunications between the following end points designated by AT&T. Dedicated transport is provided between two wire centers or switches owned by PACIFIC or between a wire center or switch owned by PACIFIC and an AT&T owned or provided switch or via cross-connect to a collocation arrangement, pursuant to the charges set forth in Attachment 8.

7.1.2.1. Entrance Facilities in Connection with Dedicated Transport. PACIFIC will make available connections between PACIFIC's Wire Center that serves an AT&T switch and the AT&T owned or provided switch, pursuant to the charges set forth in Attachment 8, upon request of AT&T.

7.1.2.2. Inter-office transport in Connection with Dedicated Transport. PACIFIC will make available connections between two PACIFIC wire centers or switches, pursuant to the inter-office transport fixed and variable charges set forth in Attachment 8, upon request of AT&T.

7.1.2.3. Multiplexing in Connection with Dedicated Transport. PACIFIC will make available multiplexing as an option in conjunction with dedicated transport. Multiplexing converts a circuit from higher to lower bandwidth, or from digital to voice grade.

7.1.2.4. PACIFIC shall offer Dedicated Transport in each of the following ways:

7.1.2.4.1. As capacity on a high capacity system (e.g., a DS-1, DS-3, or OC-x facility component of a higher capacity system);

7.1.2.4.2. As a circuit (e.g., DS1, DS3, ,OC-3) dedicated to AT&T;

7.1.2.5. When PACIFIC provides Dedicated Transport as a circuit or as capacity on a higher capacity system, PACIFIC shall operate the Dedicated Transport in parity with PACIFIC's normal operations practices and shall provide any necessary Multiplexing, Grooming, and Redundant equipment and facilities necessary to support protection and restoration.

7.2. TECHNICAL REQUIREMENTS

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

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

two points, Pacific shall provide the capacity requested by AT&T by upgrading the electronics.

7.2.2. For DS1 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable industry standard technical reference.

7.2.3. For DS3 circuits, and higher rate circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable industry standard technical reference.

7.2.4. PACIFIC shall provide to AT&T protection and restoration of equipment and interfaces at parity with levels PACIFIC maintains for its own transport facilities.

7.2.5. PACIFIC shall comply with Telcordia and industry standards to the extent implemented in PACIFIC's transport network.

7.2.6. PACIFIC shall provide to AT&T redundant power supply or battery back-up to the extent implemented in PACIFIC's transport network.

7.2.7. PACIFIC shall provide to AT&T provisioning and maintenance for Dedicated Transport performed to the same extent such provisioning and maintenance are performed on PACIFIC's own transport network.

7.2.8. Where deployed in PACIFIC's network, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

7.2.8.1. Where AT&T requests physical diversity, PACIFIC shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by AT&T). PACIFIC shall take appropriate steps to assure physical diversity continues to be provided for the duration of the period that AT&T employs the unbundled Network Element or until such time that AT&T notifies PACIFIC that physical diversity is no longer required. PACIFIC will provide physical diversity to AT&T without requiring AT&T to

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

7.2.9. PACIFIC shall offer the following interface transmission rates for Dedicated Transport:

7.2.9.1. DS1 (Extended SuperFrame - ESF, D4 shall be provided);

DS3 (C-bit Parity, M13 shall be provided).

7.2.10 Provisioning and maintenance performed to the same extent such provisioning and maintenance is performed on PACIFIC's own transport network.

7.2.11. Where deployed, PACIFIC will make available to AT&T interoffice transport services capable of interfacing on copper, coaxial cable, and optical fiber facilities. Consistent with current bundled offerings, the interoffice transport services will be capable of handling transmission rates ranging from voice grade up through Optical Carrier ("OC")-48 or higher if available on a higher capacity system.

7.2.11.1. Transmission Levels. Where deployed, PACIFIC will make dedicated transport available at the following speeds: DS1, DS3, and commercially available Optical Carrier levels (e.g., OC-3/12/48) or higher if available on a higher capacity system.

7.2.11.2. PACIFIC shall provide a cross-connect between Dedicated Transport and AT&T's collocation arrangement using the following interfaces for the physical point of termination:

7.2.11.2.1. DSX1 for DS1s;

7.2.11.2.2. DSX3 for DS3s; and

7.2.11.2.3. LGX for optical signals (e.g., OC-3 and OC-12).

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

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

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

7.2.11.4. The technical requirements, transmission performance specifications, interface combinations and test requirements for Unbundled Interoffice Transmission Facilities are included in PACIFIC'S Publication L-780059-PB/NB for DS1 and DS3 transmission rates and in Publication L-780046-PB/NB for SONET transmission rates.

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

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

7.2.12.2. AT&T may order DCS using standard ASR ordering procedures.

7.3. COMMON TRANSPORT

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

7.4. SHARED INTEROFFICE TRANSPORT

7.4.1. Definition

7.4.1.1. Shared Transport is an interoffice transmission path between two PACIFIC end office trunk ports, made available for non-discriminatory use by PACIFIC and one or more CLECs. Shared Transport is distinct and separate from switching. Shared Transport routes local calls between PACIFIC switches (end office to end office and end office to tandem), jointly using equipment and facilities employed by PACIFIC to route calls for retail customers of PACIFIC's, except that PACIFIC shall route AT&T's intraLATA traffic over PACIFIC's Shared Transport facilities if requested by

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

7.4.2. Technical Requirements

7.4.2.1. Shared Transport provided on DS1 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the applicable industry standard technical references.

7.4.2.2. Shared Transport provided on DS3 circuits and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the applicable industry standard technical references.

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

7.4.2.4. At a minimum, Shared Transport shall meet the requirements set forth in the applicable industry standard technical references.

7.5. IMPLEMENTATION SCHEDULE

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

7.6 RATES

7.6.1. AT&T agrees to pay the transport rates specified in Attachment 8.

7.6.2. Use of the tandem is included in the Shared Interoffice Transport charges set forth in Attachment 8.

8. UNUSED TRANSMISSION MEDIA

8.1. DEFINITION

8.1.1. Unused Transmission Media is physical transmission media (e.g., optical fiber, copper twisted pairs, and coaxial cable) physically connected to facilities that PACIFIC currently uses to provide service but which is not itself being used to provide service. This is commonly referred to as spare cable, coax, or fiber pairs. Dark

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

8.2 REQUIREMENTS

8.2.1 PACIFIC shall offer all Unused Transmission Media to AT&T as an unbundled element in accordance with the prices set forth in Attachment 8.

8.2.2 PACIFIC shall provide a single point of contact (SPOC) for negotiating all Unused Transmission Media lease agreements.

8.2.3 PACIFIC shall provide Unused Transmission Media in working order.

8.2.4 PACIFIC shall provide to AT&T information regarding the location, availability and performance of Unused Transmission Media within five (5) business days for a records based answer and ten (10) business days for a field based answer, after receiving a request from AT&T ("Request"). Within such time period, PACIFIC shall send to AT&T written confirmation of availability of the Unused Transmission Media ("Confirmation"). From the time of the Request to ninety (90) days after Confirmation, PACIFIC shall reserve such requested Unused Transmission Media for AT&T's use and may not allow any other party to use such media, including PACIFIC.

8.2.5 PACIFIC shall make Unused Transmission Media available to AT&T within twenty (20) business days after it receives written confirmation from AT&T that the Unused Transmission Media previously deemed available by PACIFIC is wanted for use by AT&T. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable AT&T to connect or splice AT&T provided transmission media (e.g., optical fiber) or equipment to the Unused Transmission Media.

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

8.3 REQUIREMENTS SPECIFIC TO DARK FIBER

8.3.1 Dark Fiber shall meet the manufacturers' design specifications.

8.3.2 AT&T may test Dark Fiber leased from PACIFIC using AT&T or AT&T designated personnel. PACIFIC shall provide appropriate interfaces to allow interconnecting and testing of Dark Fiber. PACIFIC shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

8.3.3 Pricing

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

9. SIGNALING AND DATABASES

9.1. SIGNALING NETWORKS

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

9.1.1. General Description and Specifications of the Unbundled Element. As described in this section, PACIFIC will make available interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion. PACIFIC will also make available unbundled nondiscriminatory access to SS7 signaling links and PACIFIC's Signaling Transfer Points (STPs).

9.1.2. Form of Access and General Terms and Conditions

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

9.1.2.2. AT&T may establish CCS interconnections with PACIFIC either directly or through a third party. CCS interconnection, whether direct or by third party, shall be pursuant to the PACIFIC Bell/Nevada Bell CCS network interface specification document PUB L-780023-PB/NB and GR-905-CORE. The Parties will cooperate in the exchange of ISUP and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.

9.1.2.3. PACIFIC's current CCS/SS7 Interconnect questionnaire will be revised to facilitate the exchange of routing and network architecture information between the Parties to provision unbundled signaling links and STP access. The Parties shall mutually exchange all SS7 signaling parameters, including Calling Party Number (CPN), and procedures that are implemented within its SS7 networks as identified in the CCS/SS7 Interconnect questionnaire provided by PACIFIC's AT&T account team or other mutually agreed process. All privacy indicators of the Parties will be honored. Also, AT&T will provide its SS7 network node, address information and identify the SS7 services it requests using the SS7 questionnaire.

9.1.2.4. PACIFIC will make available to AT&T PACIFIC's signaling links and access to PACIFIC's STPs, or access to PACIFIC's STPs with AT&T-provided signaling links, to provide the capability to support call set-up and to support CCS-based features. PACIFIC will provide signaling links at 56 KBPS, or at 1.5 MBPS, if available.

9.1.2.5. PACIFIC will provide AT&T with access through PACIFIC's STPs to the following elements connected to PACIFIC's SS7 network: (1) PACIFIC's SS7-capable End Offices and Access Tandem Switches; (2) third-party CLEC switches and third-party CLEC STPs, if the third-party CLEC and PACIFIC have, respectively, SSP to STP or STP-to-STP interconnection. PACIFIC will provide CLEC signaling links and/or access to PACIFIC's STPs for signaling between CLECs' switches or between AT&T and third-party switches (including unbundled switching elements) when AT&T's and/or the third-party's switches are interconnected to PACIFIC's SS7 signaling network.

9.1.2.6. PACIFIC shall provide nondiscriminatory access to switching service point (SSP) capabilities and signaling software to interconnect the signaling links destined to PACIFIC STPs. In the event that PACIFIC provides LSNE out of an end office switch without SS7 capability, and AT&T uses PACIFIC unbundled Shared Transport with PACIFIC's unbundled LSNE, PACIFIC shall provide AT&T with the same signaling capabilities that PACIFIC provides its End Users.

9.1.2.7. At AT&T's option, AT&T may connect its switches to PACIFIC's STPs by means of "A" link access and may connect AT&T STPs to PACIFIC's STPs by means of "D" link access. PACIFIC will designate the STP pair for interconnection, and AT&T will then designate the Signaling Point of Interconnection ("SPOI") within the STP pair.

9.1.2.8. All "A" links provided by PACIFIC or AT&T will consist of two link sets, and "D" links will consist of four link sets.

9.1.2.9. Upon AT&T's request, PACIFIC will interconnect AT&T's SS7 links to PACIFIC's STPs in the same manner that PACIFIC connects its links to its own STPs. When AT&T connects its links to PACIFIC's STP, a Port charge will apply as specified in Attachment 8.

9.1.2.10. PACIFIC will provide to AT&T all the signaling link functions and all the Signaling Connection Control Point ("SCCP") functions that are deployed in PACIFIC's SS7 network.

9.1.2.11. PACIFIC will notify AT&T promptly of changes to ordering and provisioning procedures for obtaining unbundled signaling links and/or STP access.

9.1.3. Rates. SS7 STP interconnection rates are available in Attachment 8.

9.1.3.1. Implementation will include testing consistent with industry standards. Testing of SS7 interconnection shall include completion of all tests described in PACIFIC's CCS Network Interconnection Testing documents and defined by the Inter-network Interoperability Test Plan (IITP). These tests shall serve as the minimum amount of testing required ensuring successful signaling network internetworking.

9.2. CALL-RELATED DATABASES

9.2.1. Toll Free Service Database

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

9.2.1.2. Form of Access

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

9.2.1.3. Rates

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

9.3. LINE INFORMATION DATABASES ("LIDB")

9.3.1. General Description and Specifications of the Unbundled Element

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

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

9.3.1.2.1. CNAM Query

9.3.1.2.2. Originating Line Number Screening (OLNS) Query

9.3.1.2.3. Validation Query

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

9.3.1.3. All AT&T Validation Queries and OLNS Queries to PACIFIC's LIDB shall use a translation type of 002 and 253 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties.

9.3.1.4. All AT&T CNAM Queries to PACIFIC's LIDB shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the parties.

9.3.1.5. AT&T will send Queries to PACIFIC that conform to the ANSI approved standards for SS7 protocol or as otherwise agreed to between the parties.

9.3.1.6. Pacific will send Responses to AT&T that conform to the ANSI approved standards for SS7 protocol and pursuant to the specification documents identified in GR-905-CORE, and PACIFIC publication PUBL 780023 PB/NB or as otherwise agreed to between the parties.

9.3.1.7. Each Party reserves the right to modify its LIDB network pursuant to other specifications standards, which may include Telcordia Specifications defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced a minimum of one hundred eighty (180) days in advance of implementation through industry standard procedures. Each Party will work cooperatively to coordinate any necessary changes.

9.3.1.8. CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of PACIFIC's or AT&T's CCS/SS7 network. Each Party, using its sole discretion, shall employ certain automatic and/or manual overload controls within PACIFIC's or AT&T's CCS/SS7 network to guard against these detrimental effects. PACIFIC will report to AT&T any instances where overload controls are invoked due to AT&T's CCS/SS7 network and AT&T agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation. AT&T will report to PACIFIC any instances where overload controls are invoked due to PACIFIC's CCS/SS7 network and PACIFIC agrees in such cases to take

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

9.3.2. Form of Access

9.3.2.1. Prior to PACIFIC initiating a new LIDB service application and until such time that PACIFIC has capacity, AT&T shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date, in writing, PACIFIC determines that it lacks adequate processing capability to provide LIDB Service to AT&T, PACIFIC shall notify AT&T of PACIFIC's inability to provide the LIDB Service(s) until additional capacity is added. PACIFIC will work diligently to provide this service to AT&T as soon as reasonably possible and shall have no liability to AT&T for any delays in providing this service.

9.3.2.2. AT&T will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year or as otherwise agreed to between the parties.

9.3.2.3. PACIFIC will perform initial testing of LIDB Service in conjunction with CCS/SS7 Interconnection Service as outlined in Telcordia Technical References GR-954-CORE, GR-905-CORE, and TP 76638.

9.3.2.4. PACIFIC supports the performance standards as defined in Section 7 of GR-905-CORE. The overall end-to-end CCS/SS7 network objective is less than ten minutes unavailability per year from any Signal Point (SP) to any other SP. The performance objective for any single SP, including a SCP, is less than three minutes unavailability per year. The combined link set from the SCP to the STP has a performance objective of less than two minutes unavailability per year.

9.3.2.5. PACIFIC's Service System downtime will be less than twelve hours per year. The response time objective for a Query, from switch transmission to reception shall not exceed one second for ninety-nine percent (99%) of all Queries.

9.3.2.6. All access by AT&T to PACIFIC's LIDB will occur through PACIFIC's regional STP as designated by PACIFIC.

9.3.2.7. Other telecommunications companies, including AT&T, may store their data in PACIFIC's LIDB. PACIFIC will request that such Data Owning companies store every working line number and Special Billing Number served by that company for which the NPA-NXX or NXX-0/1XX is supported by PACIFIC's LIDB or as otherwise agreed to between the parties.

9.3.2.8. Access to PACIFIC's LIDB may not provide AT&T with access to all of the data of all Data Owners in PACIFIC's LIDB. When PACIFIC implements Data Screening by Data Owner, certain Data Owners may choose to limit or restrict AT&T from accessing their data. PACIFIC will comply with Data Owners' requests to so limit or restrict their data. Should AT&T desire access to any restricted Data Owner's LIDB Information, such negotiations will be between AT&T and said Data Owner.

9.3.2.9. PACIFIC will update its LIDB information; e.g., add, delete, and modify customer accounts as customers move, become delinquent on their account, or order new service, on a daily basis. PACIFIC will request other Data Owners to provide such updates in like time.

9.3.2.10. AT&T will resolve Line Record accuracy and completeness disputes with the Data Owners.

9.3.2.11. PACIFIC's LIDB Service will provide the following functions on a per query basis:

9.3.2.11.1. CNAM Query: Retrieval of the name associated with a calling number

9.3.2.11.2. OLNS Queries: Identification of the originating screening requirements for call processing and billing that are associated with an originating line.

9.3.2.11.3. Validation Query: Validation of a telecommunications calling card account number stored in LIDB;

9.3.2.11.4. Determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and

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

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

9.3.3. Calling Name Database (CNAM)

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

9.3.3.2. CNAM General Terms & Conditions

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

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

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

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

9.3.4. PRICE AND PAYMENT

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

9.3.4.2. AT&T will pay a Nonrecurring Charge for each point code AT&T requests to activate, change, rearrange, or modify for its LIDB Service. This nonrecurring charge applies per point code and is set forth in Attachment 8.

9.3.4.3. PACIFIC will waive the Nonrecurring Charges associated with AT&T's initial establishment of CNAM Query subject to AT&T signing a 12 month term agreement with PACIFIC. In the event AT&T discontinues services within the 12 month period, AT&T shall pay an early termination charge in the amount of two months' usage at the rates set forth in Attachment 8. Nonrecurring Charges for CNAM Query will apply to all requests for point code activity subsequent to the initial order for service.

9.3.4.4. AT&T will pay the rates set forth in Attachment 8.

9.3.4.5. Except as set forth in Sections 9.3.4.6 to 9.3.4.8, PACIFIC will record usage information for AT&T's LIDB Service Queries terminating to PACIFIC's LIDB. PACIFIC will use its SCPs as the source of usage data. PACIFIC will aggregate usage by the point code of the Query-originating SSP for each LIDB Service Application.

9.3.4.6. Until such time as PACIFIC has the usage recording ability set forth in Section 9.3.4.5 above, PACIFIC will use a factor to bill AT&T for both AT&T's Query-originating carrier customers' access to PACIFIC's Calling Name Database and LIDB for OLNS Queries.

9.3.4.7. PACIFIC will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by AT&T. PACIFIC will provide AT&T with 30 days notice of such audit and audit such documents no more than once every 12 months.

9.3.4.8. While the provisions in Section 9.3.4.6 are in effect, AT&T agrees that PACIFIC will bill AT&T for all CNAM Queries and/or OLNS Queries AT&T originates or transports to PACIFIC's network. AT&T will recover from its Query-originating carrier customers (if any) any charges associated with their access to PACIFIC's Calling Name Database or PACIFIC's LIDB for OLNS Queries, including such charges from PACIFIC. AT&T agrees that it will not bill its Query-originating carrier customers for any usage that AT&T has

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

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

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

9.3.5. OWNERSHIP OF INFORMATION

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

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

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

9.3.5.3. The following LIDB information is hereby designated confidential and proprietary within the meaning of Section 21 of this Agreement: customer-specific information residing in PACIFIC's LIDB, including but not limited to:

9.3.5.3.1. Customer-specific information related to Alternate Billing Service (ABS)

9.3.5.3.2. Billed (Line/Regional Accounting Office (RAO)) Number

9.3.5.3.3. PIN Number(s)

9.3.5.3.4. Billed Number Screening (BNS) indicators

9.3.5.3.5. Class of Service (also referred to as Service or Equipment)

9.3.5.3.6. Reports on LIDB usage

9.3.5.3.7. Information related to billing for LIDB usage

9.3.5.3.8. LIDB usage statistics.

9.3.5.4. Nothing in the above paragraphs shall restrict AT&T's use or storage of data AT&T creates or acquires wholly independently of AT&T's use of PACIFIC's LIDB.

9.3.5.5. If AT&T acts on behalf of other carriers, AT&T will notify its Query-originating carrier customers that information they receive in a Response from PACIFIC's LIDB is confidential and proprietary and not to be used for marketing purposes or disclosed to third parties.

9.3.5.6. PACIFIC will share end-user information; pertinent to fraud investigation with AT&T when Validation Service Queries for the specific End User reach PACIFIC's established fraud

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

9.3.6. Limitation of Liability

9.3.6.1. Calling name information provided to AT&T or to AT&T's query originating carrier customers hereunder shall be provided "as is". PACIFIC makes no warranty, express or implied, regarding the accuracy or completeness of the Calling Name information regardless of whose calling name information is provided. PACIFIC is not liable for inaccuracies or incompleteness of calling name information except such inaccuracies caused by PACIFIC's willful misconduct or gross negligence. Notwithstanding the foregoing, PACIFIC will give AT&T access to the same pacific calling name database that PACIFIC accesses for its own queries.

9.3.6.2. PACIFIC is not liable for inaccuracies in Line Record information provided to AT&T or to AT&T's Query originating carrier customers except such inaccuracies caused by PACIFIC's willful misconduct or gross negligence.

9.3.6.3. PACIFIC advises that its Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential Local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business Local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. PACIFIC further advises that certain Local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. AT&T and PACIFIC will comply with any applicable laws and regulations to end user privacy. Each will indemnify each other for third party claims arising from a violation of such regulations. PACIFIC shall not be responsible for a claim based on the abbreviation or truncation of Calling Name Information.

9.3.7. COMMUNICATION AND NOTICES

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

9.3.8. MUTUALITY

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

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

9.4. SERVICE MANAGEMENT SYSTEM ("SMS")

9.4.1. SMS FOR LIDB

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

9.4.2. FRAUD AND SLEUTH

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

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

9.4.2.3. PACIFIC will use its Sleuth system to determine suspected occurrences of ABS-related fraud for AT&T using the same criteria PACIFIC uses to monitor fraud on its own accounts.

9.4.2.4. PACIFIC will provide Sleuth alert messages via a direct entry method, once PACIFIC has developed this functionality. PACIFIC anticipates the direct entry method to be developed by the first quarter of 2001. PACIFIC will provide Sleuth alert messages to AT&T via this method at no additional charge.

9.4.2.4.1. PACIFIC advises AT&T that Sleuth alerts only potential occurrences of fraud. AT&T will, at its discretion, perform its own investigations to determine whether a fraud situation actually exists. AT&T will determine what, if any, action it should take as a result of a Sleuth alert.

9.4.2.5. The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day, seven (7) days per week.

9.4.2.6. For each alert notification that PACIFIC provides to AT&T, AT&T may request a corresponding thirty-day (30 day) historical report of ABS-related query processing for that customer. AT&T may request up to three reports per alert.

9.4.2.6.1. PACIFIC will provide these ABS-related reports to AT&T at no additional charge.

9.4.3. MANNER OF PROVISIONING

9.4.3.1. PACIFIC will input information provided by AT&T into LIDB for the AT&T accounts administered by PACIFIC. AT&T shall provide PACIFIC with LIDB information needed by PACIFIC to completely populate a LIDB line record, consistent with ordering business rules for LIDB queries.

9.4.3.2. AT&T will provide LIDB records for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE) via the LSR.

9.4.3.3. AT&T will be responsible for all Line Records that contain AT&T's Account Owner identifiers. This information includes all data, data administration, and Line Records that AT&T

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

9.4.3.4. If AT&T resells the services associated with its Line Records to a third party, and those Line Records remain in PACIFIC's LIDB, AT&T will administer those records through the OSMOP interfaces.

9.4.3.5. Both PACIFIC and AT&T will work diligently to provide correct account information to the LIDB database. AT&T and PACIFIC will administer their respective data in such a manner that the accuracy of response information and consistency of available data are not adversely impacted by or to either Party.

9.4.3.6. Both PACIFIC and AT&T shall adopt and comply with industry standard operating methods and procedures and shall observe the rules and regulations that cover the administration of OSMOP service and the Sleuth System, as set forth in PACIFIC practices. These practices may change from time to time based on changes to industry guidelines.

9.4.3.7. PACIFIC shall be responsible for administration of the SCP on which PACIFIC's LIDB resides and any system or query processing logic that applies to all data resident on PACIFIC's LIDB. PACIFIC, in its role as system administrator, may need to access any record in LIDB, including any such records of AT&T. PACIFIC will limit such access to those actions necessary to ensure the successful operation and administration of PACIFIC's SCP and LIDB.

9.4.3.8. When PACIFIC allows a query originator to access PACIFIC's data in PACIFIC's LIDB, such query originators will also have access to AT&T's data that is also stored in PACIFIC's LIDB.

9.4.4. BILLING

9.4.4.1. If AT&T stores its validation information in PACIFIC's LIDB, AT&T will be responsible for any third party company settlements using AT&T's validation information.

9.4.4.2. When PACIFIC or a third party queries AT&T's data in LIDB and receives a response verifying the End User's willingness

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

9.4.4.2.1. AT&T will bill the appropriate charges to its End Users, on behalf of PACIFIC or a third party.

9.4.4.2.2. AT&T will provide to PACIFIC or the third party all necessary billing information needed by PACIFIC or the third party to bill the End User directly.

9.4.4.2.3. PACIFIC advises that if AT&T chooses the option set forth in 9.4.4.2.2 of this Attachment, that third parties may choose to deny services utilizing LIDB queries to AT&T's subscribers. This clause would include PACIFIC if the data exchange agreement between the parties is terminated for any reason.

9.5. ADVANCED INTELLIGENT NETWORK DATABASES ("AIN")

9.5.1. General Description and Specifications of the Unbundled Element

9.5.1.1. AT&T may purchase the entire set of Advanced Intelligent Network ("AIN") features or functions, or any one or any combination of such features or functions, on a customer-specific basis. PACIFIC will provide AT&T with query access to PACIFIC's AIN SCP or successor databases to support AIN services in two ways: from PACIFIC's unbundled switch element residing in an AIN-capable end office or from AT&T's own switch. PACIFIC will provide AT&T access to PACIFIC's End-Office triggers when AT&T purchases PACIFIC's LSNE and any available AIN services residing on PACIFIC's SCP or successor databases. AIN database access may not be used to access other databases.

9.5.2. Form of Access

9.5.2.1. AT&T's query access to PACIFIC's AIN SCPs will be via interconnection at PACIFIC's Regional or Local STPs consistent with existing network interface specifications and using messages conforming with Telcordia's Technical Reference TR-NWT-001285. The requirements for these messages may be modified by AIN access mediation (specifications not yet available).

9.5.3. General Terms and Conditions

9.5.3.1. PACIFIC will require access mediation to prevent unauthorized changes or access to data resident in its AIN database. Such access mediation will also provide network management functions to prevent AT&T traffic overloads from interfering with PACIFIC's AIN SCP operation.

9.5.3.2. PACIFIC will provide access to AIN call-related databases in a non-discriminatory and competitively neutral manner for use by AT&T for its own end users exclusively. Subject to the Parties' respective obligations under the law to permit resale, AT&T will not be permitted to alter such access to PACIFIC's AIN SCP for use in part or in whole by third parties.

9.5.3.3. AT&T access to PACIFIC's AIN SCP and AIN based services deployed on such SCP will be mutually agreed upon on an individual case basis with all rates, terms, and conditions to be determined depending upon the specific nature of AT&T's request. The parties will cooperate to conduct on a reasonably prompt basis such testing as may be necessary to determine the technical feasibility of AT&T's request.

9.5.4. SMS For AIN

9.5.4.1. General Description and Specifications of the Unbundled Element

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

9.5.4.2. Form of Access

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

9.5.4.2.2. The Parties will mutually agree to the rates for such access.

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

9.5.4.3.1. General Description and Specifications of the Unbundled Element

9.5.4.3.1.1. PACIFIC will provide AT&T access to PACIFIC's AIN Service Creation Environment ("SCE") for the creation and modification of AIN services. The Parties will mutually agree to the rates, terms, and conditions applicable to such access. All AIN services may require testing in PACIFIC's AIN laboratory prior to deployment into the network. Testing will evaluate compatibility with PACIFIC's network nodes, interaction with other AIN, 800/888, Operator Services, and other switch-based features, and appropriate use of network resources.

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

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

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

9.5.5. General Terms and Conditions

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

10. OPERATING SUPPORT SYSTEMS

The specific requirements for OSS are found in Attachment 9.

11. STANDARDS FOR NETWORK ELEMENTS

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

11.2. Each Network Element and the interconnections between Network Elements provided by PACIFIC to AT&T shall be at least equal in the quality of design, performance, features, functions and other characteristics that PACIFIC provides to itself, its customers, and/or any affiliate. Examples of such quality include but are not limited to levels and types of redundant equipment and facilities for power, diversity and security.

11.3. In the event that AT&T reasonably believes that the requirements of this Attachment 6 are not being met, the Parties will meet and confer concerning such engineering, design, performance and other network data, which may be necessary to cure any engineering, design performance of implementation deficiency. In the event that such data indicates that the requirements of this Attachment 6 are not being met, PACIFIC shall cure any such deficiency as soon as possible.

11.4. Subject to this Agreement and its Attachments, PACIFIC agrees to work cooperatively with AT&T to provide Network Elements that will meet AT&T's needs in providing services to its customers.

11.5. If PACIFIC makes available to itself or any of its end user customers an expedited or priority provisioning capability for Network Elements and interconnections between Network Elements, then Pacific will make such capability available to AT&T on a non-discriminatory basis.

12. COOPERATIVE TESTING

12.1. DEFINITION

12.1.1. Cooperative Testing means that PACIFIC shall cooperate with AT&T upon request or as needed to

12.1.1.1. ensure that the Network Elements and Ancillary Functions and additional requirements being provided to AT&T by PACIFIC are in compliance with the requirements of this Agreement, and

12.1.1.2. test the overall functionality, including fault isolation, of various Network Elements and Ancillary Functions provided by PACIFIC to AT&T in combination with each other or in combination with other equipment and facilities provided by AT&T or third parties.

12.2. REQUIREMENTS

12.2.1. AT&T and PACIFIC will continue to improve processes that resolve technical issues relating to interconnection of AT&T's network to PACIFIC's network and Network Elements. The agreed-upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If AT&T and PACIFIC do not reach agreement on any dispute or unresolved issues, after sixty (60) days from the time they are first escalated, either Party may submit such disputes or unresolved issues to the dispute resolution procedures set forth in Attachment 3 of this Agreement.

12.2.2. PACIFIC shall provide AT&T with access for testing at any interface between a PACIFIC Network Element, Combinations and AT&T equipment or facilities. Such test access shall be sufficient to ensure that the applicable requirements can be tested by AT&T. The PACIFIC LOC shall be available seven (7) days per week, 24 hours per day.

12.2.3. PACIFIC shall provide engineering data as requested by AT&T for the Loop components as set forth in Section 5 above which AT&T may desire to test. The data PACIFIC provides to AT&T shall include, to the extent available to PACIFIC itself, equipment engineering and cable specifications, signaling and transmission path data. To the extent AT&T requests data exceeding that which PACIFIC has available to itself, AT&T shall pay the charges for such data on an ICB basis.

12.2.4. Upon AT&T's reasonable request, PACIFIC shall provide to AT&T non-proprietary central office layout and design records and drawings, system engineering and other applicable documentation pertaining to designed digital loops and interoffice transport or the underlying equipment that is then providing the loop or transport to AT&T. To the extent that such data exceeds that which PACIFIC has available to itself, AT&T shall pay the charges for such information on an ICB basis.

12.2.5. PACIFIC shall provide to AT&T upon request, applicable test results, from PACIFIC testing activities on a Network Element or the underlying equipment providing a Network Element to AT&T. AT&T may review such testing results and may notify PACIFIC of any deficiencies that are detected.

12.2.6. Upon AT&T's request, PACIFIC shall provide technical staff to meet with AT&T representatives to provide required support for Cooperative Testing.

12.2.7. Dedicated Transport and Loop Feeder may experience alarm conditions due to in-progress cooperative tests. PACIFIC shall not remove such facilities from service without obtaining AT&T's prior approval.

12.2.8. PACIFIC shall conduct tests or maintenance procedures on Network Elements or on the underlying equipment that is then providing a Network Element, that may cause a service interruption or degradation, only if such tests and procedures are at a time that is mutually acceptable to AT&T and PACIFIC.

12.2.9. AT&T and PACIFIC shall endeavor to complete Cooperative Testing expeditiously.

12.2.10. During Cooperative Testing, PACIFIC processes shall deliver and restore Network Elements to AT&T at parity with PACIFIC's comparable retail products.

12.2.11. PACIFIC shall participate in Cooperative Testing, for digital loops and dedicated transport, requested by AT&T whenever it is deemed necessary by AT&T to ensure service performance, reliability and customer serviceability. If testing results in no trouble found in PACIFIC's network or proves back to AT&T's network, appropriate maintenance charges will apply, as set forth in Attachment 8.

12.2.12. AT&T may accept or reject a digital Loop or Dedicated Transport facility ordered by AT&T if upon completion of cooperative acceptance testing (qualified for acceptance testing), the Loop or transport facility tested does not meet the requirements stated herein. For xDSL loops, the minimum requirements are continuity and line balancing.

TABLE 1 TABLE 1 SHOULD BE DELETED AND REPLACED WITH "SCHEDULE UNE COMBINATIONS (CALIFORNIA)"

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

	Service	Combination	Service Description	Options	Ancillary Equipment Necessary to Make Combination Function**	
1	Switched Services (Using PACIFIC UNE Switching)	2 Wire loop & Port	VG Service — POTS	□Assured Link	None	
2	Switched Services (Using PACIFIC UNE Switching)	2 wire loop & Port	ISDN (BRI) — POTS		None	
3	Switched Services (Using PACIFIC UNE Switching)	4 wire DS-1 loop & Port	PBX service	□Super trunk □DID □DOD □2way	None	
4	Switched Services (Using PACIFIC UNE Switching)	4 wire DS-1 loop & Port	PBX ISDN (PRI)		None	
5	Switched Services (e.g., loops to AT&T provided switching)	2 wire loop & cross connect	LOOP to COLLO equipment		None	

	Service	Combination	Service Description	Options	Ancillary Equipment Necessary to Make Combination Function**	
6	Switched Services (e.g., loops to AT&T provided switching)	4 wire loop & cross connect	LOOP to COLLO equipment	☐Assured Link ☐Digital link (ISDN/xDSL) ☐Copper Switched Digital link ☐Data Conditioning	None	
7	Switched Services (e.g., loops to AT&T provided switching)	2/4 wire loop (DS-1 or xDSL)+ high speed data Transport	High speed data service Customer Prem to AT&T CO		None	
8	EEL	DS-1 Mux + high speed data Transport	MUX (e.g., D-4) connected to high speed data transport facilities to AT&T CO or AT&T Collocation space, at AT&T's option (This is a basic hi-cap to Mux at the LEC end office— the loop facilities would be ordered on a separate combination and that combination would have a CFA to this facility)	☐The MUX channel plugins would be ordered on the loop to mux combo.	None	

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

	Service	Combination	Service Description	Options	Ancillary Equipment Necessary to Make Combination Function**
13	Prem to Prem Service	2 wire loop + transport + 4 wire loop (vise versa) (transport optional)	VG service Prem to Prem	□Assured Link □Digital link (ISDN/xDSL) □Data Conditioning	Analog Bridging Audio Bridging
14	Prem to Prem Service	4 wire or fiber loop + transport + 4 wire or fiber loop (transport optional)	High speed data transport (e.g., OC-n, or DS-1/3 Service) Prem to Prem		None
15	EEL	2/4 wire loop + Multiplexing + high speed data Transport (AT&T to supply Mux CFA)	The EEL allows AT&T to serve a customer by extending a customer's loop from the end office serving that customer to a different office or distant AT&T collocation arrangement, at AT&T's option.	□EELs may optionally be ordered in a two-part arrangement. See combinations 5a and 5b.	None

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

Appendix A

Technical References for UNEs and Combinations

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

Network Element	Tech Pub Ref.	ANSI Std Ref.
		Telcordia GR-1175-CORE
		Telcordia GR-1176-CORE
		Telcordia GR-1177-CORE
		Telcordia TR-NWT-001188
		Telcordia GR-2838-CORE
		Telcordia GR-2992-CORE
		Telcordia SR-3592
		Telcordia GR-3697-CORE
		Telcordia SR-3895
		Telcordia SR-3974