

AGREEMENT

between

PACIFIC BELL

and

NORTH COUNTY COMMUNICATIONS, INC.

TL-7X

TABLE OF CONTENTS

Section	Page
PREFACE.....	1
AGREEMENT.....	1
RECITALS.....	1
DEFINITIONS and ACRONYMS.....	1
GENERAL TERMS AND CONDITIONS.....	2
1. Provision of Local Service and Unbundled Elements.....	2
2. Term of Agreement; Transitional Support.....	3
3. Good Faith Performance.....	3
4. Option to Obtain Local Services or Network Elements Under Other Agreements.....	3
5. Responsibility of Each Party.....	4
6. Governmental Compliance.....	4
7. Responsibility For Environmental Contamination.....	4
8. Regulatory Matters.....	5
9. Intellectual Property.....	6
10. Liability and Indemnity.....	6
11. Audits and Inspections.....	8
12. Performance Standards and Remedies.....	9
13. Uncollectible or Unbillable Revenues.....	10
14. Customer Credit History.....	10
15. Force Majeure.....	10
16. Certain State and Local Taxes.....	11
17. Alternative Dispute Resolution.....	11
18. Notices.....	11
19. Confidentiality and Proprietary Information.....	12
20. Branding.....	13
21. Miscellaneous.....	14
22. Combination of Unbundled Network Elements.....	15

ATTACHMENTS

Attachment 1	Definitions
Attachment 2	Acronyms
Attachment 3	Alternative Dispute Resolution
Attachment 4	Directory Listing and E-911 Requirements
Attachment 5	Local Services Resale
Attachment 6	Unbundled Network Elements
Attachment 7	Rights of Way (ROW), Conduits, Pole Attachments
Attachment 8	Pricing
Attachment 9	[Intentionally Omitted]
Attachment 10	Collocation
Attachment 11	Provisioning and Ordering
Attachment 12	Maintenance
Attachment 13	Connectivity Billing and Recording
Attachment 14	Provision of Customer Usage Data
Attachment 15	Local Number Portability and Number Assignment
Attachment 16	Security
Attachment 17	Performance Standards
Attachment 18	Interconnection

DEFINITIONS

1. "Access Tandem Switches" are switches used to connect End Offices to Interexchange Carrier switches. PACIFIC's Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches.
2. "Act" means the Communications Act of 1934, 47 U.S.C. 151 et seq., as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission.
3. "Advanced Intelligent Network (AIN) Trigger Capability" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.
4. "AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
5. "Ancillary Functions" are services or facilities that PACIFIC offers to CARRIER so that CARRIER may obtain and use unbundled Network Elements or PACIFIC services to provide telecommunications services to CARRIER's customers. Ancillary Functions include collocation and rights of way, and may include other services or facilities as mutually agreed to by the parties.
6. "Applicable Law" shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any Governmental Authority, including without limitation those relating to the environment, health and safety, which apply or relate to Work Locations or the subject matter of this Agreement.
7. "CARRIER Customer" means the relationship for a specific service with any business or residential customer to the extent such customer purchases CARRIER services.
8. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
9. "Automatic Location Identification(ALI)" means the feature of E911 that provides automatic display of the street address associated with the telephone number of the calling party at the PSAP telecommunication's position. This feature requires a data storage and retrieval system for transmitting telephone numbers to the associated address. ALI information may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Identification (ALI) databases.
10. "Automatic Route Selection (ARS)" is a service feature that provides for automatic selection of the most appropriate outbound route for each call based on criteria programmed into the system.
11. "Busy Line Verification" or "BLV" means a service in which an end user requests an operator to confirm the busy status of a line.

Frame ("B8ZS ESF") two-way trunks, where technically feasible, for the sole purpose of transmitting 64K CCC data calls. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech" Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXCs, CLCs, or PACIFIC internal customer demand for 64K CCC trunks.

- 1.3.3. When interconnecting at PACIFIC's digital end offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

1.4. Signaling Protocol

The Parties will generally interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. Either Party may establish CCS interconnections either directly and/or through a third party. Whether direct or by third party, CCS interconnection shall be pursuant to PUB L-780023-PB/NB and in accordance with the rates, terms and conditions of the Parties' respective tariffs. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored. The Parties will interconnect their networks using SS7 signaling as defined in PUBL-780023 PB/NB Issue 3 or later.

The Parties agree that interconnection using SS7 is preferred. Where CARRIER is unable to interconnect using SS7 signaling, multi-frequency (MF) signaling may be used. The Parties acknowledge that the use of MF signaling, except as noted in 5.6, may introduce undesirable characteristics to the interconnection arrangement, and may cause service problems associated with jointly provided Switched Access, including:

Call failures for 10XXX or 101XXXXX+Cut-Through to FGD IECs who use SS7;

Call failures for Originating FGB-Over-FGD to IECs who use SS7;

Substantial post-dial delay to IECs who use SS7;
Call failures associated with Calling Party Number, for IECs who screen CPN;
Possible Service Class Routing failures (where "0ZZ" and "TNS" digits are not mapped one another) to IECs who use SS7.

Pacific will not be responsible for correcting these or any other performance problems that may be associated with MF-to-SS7 interworking or the signaling protocol conversion required for MF interconnection with CARRIER.

1.5. Transit Signaling

CARRIER may choose to route SS7 signaling information (e.g., ISUP, TCAP) from CARRIER's signaling network to another CLC's signaling network via PACIFIC's signaling network for the purpose of exchanging call processing and/or network information between CARRIER FIC's signaling network for the purpose of exchanging call processing and/or network information between CARRIER and the other CLC's network, whether or not PACIFIC has a trunk group to the terminating switch, provided that, where PACIFIC does not have such a trunk group, CARRIER furnishes PACIFIC through the "CCS\SS7 Interconnect Questionnaire" the necessary information, including:

- 1.5.1. the destination point codes ("DPCs") of all the CLCOs switches to which it wishes to send transit signaling;
- 1.5.2. the identity of the STPs in PACIFIC's network in which each DPC will be translated;
- 1.5.3. the identity of the STPs in the other signaling network to which such transit signaling will be sent; and
- 1.5.4. a letter from the other CARRIER authorizing PACIFIC to send such signaling messages.

The rates for Transit Signaling are as specified in Attachment 8.

- 1.6. Either Party may opt at any time to terminate, i.e., overflow, to the other Party some or all local exchange traffic and intraLATA toll traffic originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services. Either Party may otherwise purchase these Switched Access Services from the other Party subject to the rates, terms and conditions specified in its