

HOPFINGER AFFIDAVIT
Attachment EEEE

APPENDIX - NCS

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APPENDIX NETWORK COMPONENT SERVICE (“NCS”)

1. DESCRIPTION OF SERVICE

Network Component Service (“NCS”) is a discretionary offering which PACIFIC is willing to provide under the terms and conditions in this Appendix that are above and beyond PACIFIC’s obligations under the Act. Through NCS PACIFIC performs the combining of certain UNEs on behalf of the CLEC for the purpose of the CLEC providing an end-to-end telecommunications service to end users exclusively utilizing PACIFIC Unbundled Network Elements. Appendix UNE contains a description of Unbundled Network Elements or, as used herein, “network components” along with the terms and conditions under which PACIFIC will provide Unbundled Network Elements. NCS will be provided by PACIFIC at the prices contained herein. NCS is market-based priced and is neither subject to true-up nor arbitration. Prices for NCS that are in addition to the prices for the individual Unbundled Network Elements are listed in Section 3 of this Appendix. PACIFIC is willing to continue to offer NCS so long as the underlying UNE prices remain at the rates originally agreed to by the Parties. Should the prices PACIFIC charges CLEC for UNEs change at any time during this Agreement, PACIFIC shall no longer be obligated to combine UNEs on behalf of CLEC as set forth in this Appendix, unless and until the Parties agree upon mutually acceptable new terms and conditions.

2. TERMS AND CONDITIONS

- 2.1 The CLEC shall identify on a single NCS order all of the network components, all associated ordering codes (as determined by PACIFIC), and the sequence in which PACIFIC is to combine those elements on behalf of CLEC. When this order involves only PACIFIC’s network, the order will be for Network Component Service (NCS), even though the individual element types are to be derived from Appendix UNE.
- 2.2 In addition to the recurring and non-recurring charges for the individual Unbundled Network Elements ordered, the Network Component Service will be priced as described in section 3 of this Appendix.
- 2.3 Any changes or rearrangements of the components shall constitute a new NCS offering and applicable non-recurring and service order charges apply.

- 2.4 The network components provided by PACIFIC under the provision of this Appendix shall remain the property of PACIFIC.
- 2.5 Provisioning of NCS under this Appendix may be accomplished over such routes, technologies, and facilities as PACIFIC may elect as long as the connection being requested by the CLEC is functional.
- 2.6 PACIFIC is responsible only for the installation, operations and maintenance of the NCS originally defined and ordered by the CLEC. PACIFIC is not responsible for the Telecommunication Services provided by the CLEC through the use of NCS.
- 2.7 Where NCS is provided to CLEC and it is dedicated to a single end user, if NCS is for any reason disconnected, the individual network components shall be made available to PACIFIC for future provisioning needs, unless NCS is disconnected in error.
- 2.8 Network elements identified through the Bona Fide Request process will not be provisioned under this Appendix.
- 2.9 Notwithstanding the term of the main agreement, the term of this appendix shall not extend past January 1, 2000, unless mutually agreed upon by the parties.

3. PRICING

- 3.1 For each NCS arrangement, the CLEC shall pay the full recurring and non-recurring rate per Unbundled Network Element, feature, function, or ancillary charge as shown in Appendix PRICING plus the additional NCS recurring and nonrecurring market-based rates, as shown in Section 3.2.
- 3.2 The prices for providing NCS for PACIFIC UNEs are as follows:

	NCS UNE Price Recurring	NCS UNE Price Non-Recurring Initial	NCS UNE Price Non Recurring Additional
Network Component Service (NCS)	\$5.00	\$40.00	\$40.00
2 wire cross connect analog loop to analog line port	TBD	TBD	TBD
Other NCS as negotiated by the parties	Negotiated	Negotiated	Negotiated

- 3.3 This Appendix is available as a package offering. Any changes to prices, terms and conditions of UNEs offered pursuant to Appendix UNE shall not

be incorporated into this Appendix without the mutual agreement of the Parties.

- 3.4 Since this offering is discretionary and not subject to the Act, any prices set by PACIFIC to provide NCS, even if zero (or no charge), are fully at PACIFIC's discretion. The prices for NCS are subject to change.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 4.2 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- 4.3 At all times during the term of an Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).
- 4.4 Unless otherwise stated, PACIFIC will render a monthly bill to CLEC for service(s) provided hereunder. Remittance in full will be due within thirty (30) days of that billing date. Interest shall apply on overdue amounts at the highest rate allowed by applicable law.
- 4.5 For purposes of pre-order, ordering, provisioning, maintenance and billing, CLEC will use the same processes, as used in connection with Unbundled Network Elements obtained through Appendix UNE.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the

Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.