SBC LONG DISTANCE, LLC
d/b/a SBC LONG DISTANCE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate data services provided by SBC Long Distance, LLC d/b/a SBC Long Distance with principal offices at 5850 W. Las Positas Blvd., Pleasanton, California 94588. This Tariff applies to services furnished within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

SBC Long Distance, LLC d/b/a SBC Long Distance is a competitive telecommunications company providing competitive services in the state of Missouri.

PSC Mo. - No. 4 replaces in its entirety
PSC Mo. - No. 2 currently on file with the Commission.

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Waivers of Statutory and Regulatory Requirements

The following statutory and regulatory requirements have been waived for the Company:

Section 392.210.2	Establishes Uniform Systems of Accounts for annual reports
Section 392.240(1)	Just & Reasonable Rates
Section 392.270	Ascertain Property Values
Section 392.280	Depreciation Accounts
Section 392.290	Issuance of Securities
Section 392.300.2	Acquisition of Stock
Section 392.310	Issuance of Stock and Debt
Section 392.320	Stock dividend payment
Section 392.330	Issuance of securities, debts, & notes
Section 392.340	Reorganizations
4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.010(2)(C)	Copies of rate schedules
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-33.030	Minimum charge rules
4 CSR 240-35	Bypass

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

The following are the only symbols used for the purposes indicated below:

C - Changed regulation

D - Discontinued rate or regulation

I - Increase

M - Matter relocated without change

N - New rate or regulation

R - Reduction

S - Reissued matter

T - Change in text, but no change in rate or regulation

Z - Correction

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are added to the Tariff from time to time. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.

C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.1
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2.1.1 (A)
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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access or Access Line: A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving Wire Center or a Company-designated POP or from a telephone company serving Wire Center or a Company-designated POP to the Customer's Premises.

Airline Mileage: The distance in mileage between two Wire Centers whose position is specified by industry standards.

Alternate Routing PVC: Provides a logical connection to an alternate host site processor/server in the event of an outage at the primary location. Alternate Routing PVCs are utilized in the event of an outage at the primary location only, not typical day-to-day use.

Ancillary Charges: Charges for supplementary Services as set forth in this Tariff which may consist of both nonrecurring and monthly recurring charges.

ANSI: American National Standards Institute. A standards-setting, non-government organization, which develops and publishes standards for voluntary use in the United States.

Applicant: Any entity or individual who applies for Service under this Tariff.

ASR: Access Service Request. Used to request the provision of special access or Switched Access as specified by the Local Access Provider.

ATM: Asynchronous Transfer Mode/Cell Relay Service. A high speed digital data Service utilizing cell-switching technology. Access speeds range form DS1 (1.544 Mbps) to OC12 (622 Mbps).

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Authorized User: A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User will be binding on Customer and will subject Customer to any associated charges.

B-Channel: The Bearer, or B, Channel. A Bearer Channel is a basic communication Channel with no enhanced or value-added services included other than the Bandwidth transmission capability. A 64 Kbps Full Duplex Channel which is a fundamental component of ISDN.

B3ZS: (Bipolar with 3-Zero Substitution): B3ZS is line coding technique used in the SONET STS-1 (Synchronous Transport Signal-Level 1) electrical signal which is then converted to an optical signal for transmissions over the SONET optical fiber.

B8ZS (Bipolar 8 Zero Substitution): B8ZS is a DS1 line coding technique that enables digitized voice and data transmission at the rate of 1.536 Mbps independent of the number of consecutive zeros and pulse density requirements that are normally imposed on the T1 transmission line.

Bandwidth: The total frequency band, in Hertz, allocated for a Channel.

Base Rate: The nondiscounted monthly recurring charge for Data Services.

BER: Bit error ratio. The percentage of received bits in error compared to the total number of bits received, expressed as a number the power of 10.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Bit: Binary Digit. Bit denotes the smallest unit of information in a binary system of notation and is the basic unit in data communications.

Blocking: A temporary condition that may be initiated so that the Customer cannot utilize Service.

Bonding: Bonding refers to the joining of two or more 64-Kbps B-Channels together to get one Channel of 128Kbps or (nx64)Kbps Bandwidth. Bonding is also known as Channel aggregation.

Burst Rate: The upper Bandwidth limit the PVC is allowed to send data through the FRS network. The Burst Rate is limited by the actual physical Port access speed.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

Cancellation Charge: Also referred to as Service Order Cancellation Charge.

CAP: Competitive Access Provider.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Carrier Common Line Charges: The charges the long distance companies pay to the local telephone companies for carrier common line access service which provides for the use of end user's telephone company provided common lines by subscribers for access to such end users to furnish interstate communications.

CCITT: Consultative Committee on International Telegraphy and Telephone (now known as the ITU). Establishes standards for telecommunications equipment, systems, networks, and services.

Cell Loss Ratio: The ratio of the number of cells lost to the total number of incoming cells.

Channel or Circuit: A communications path between two or more points having a standard Bandwidth or Transmission Speed selected by the Customer.

CIR: Committed Information Rate. Refers to the minimum data transmission rate committed for transmission over the FRS network by the Customer. The Customer may transmit or "burst" up to the port speed but any amount of data over the CIR will be marked as DE. All data marked as DE will be discarded in the event of network congestion.

Circuit Switched Data: (CSD) Provides the ability to process calls whether they are voice or data over the public switched telephone network. The network must recognize how to appropriately handle each call, voice or data. ISDN coupled with CSD can provide videoconferencing and broadband data communications by Bonding B-Channels together. CSD data calls are measured in the same manner as voice calls, in units of minutes of use and B-Channel equivalents.

CLEC: Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Commission: The Missouri Public Service Commission or any succeeding agency.

Company: SBC Long Distance, LLC d/b/a SBC Long Distance.

Company-Provided: The switching, transmission, and other related telecommunications or computer equipment/facilities provided by the Company or by any combination of the Company or other authorized Third Party Vendors contracted by the Company.

CPE: Customer-Provided Equipment. Terminal equipment connected to the telephone network which is owned by the Customer or leased by the Customer from a supplier.

CPNIP: Customer Premises Network Interface Points.

CRC: Cycle Redundancy Check. A process used to check the integrity of a block of data.

Credit Card: Visa®, MasterCard®, or other Credit Cards issued by other companies the Company may accept.

CS: Controlled Slip. The occurrence at the receiving terminal of a replication or deletion of the information Bits in a frame.

CS Event: The occurrence of a Controlled Slip.

CSA: Canadian Standards Association. A non-profit, independent organization which operates a listing service for electrical and electronic materials and equipment.

CSD: Circuit Switched Data.

CSU/DSU: Channel Service Unit/Data Service Unit.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Customer: A person or legal entity which subscribes to the Company's Services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff.

Customer Commitment Date: The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

Customer Premises/Customer's Premises: Location(s) designated by a Customer where Service is originated/terminated.

D-Channel: The Delta, Data, or D, Channel. Used to carry signaling and control information associated with B-Channels. D-Channel provides out-of-band signaling for a faster call setup, dynamic Channel allocation, and other call information. Also known as non facility associated signaling.

Data Services: Communication Services which are designed to allow the transfer of formatted information between points. Data Services include but are not limited to Private Line Service, Frame Relay Service, ATM Service, and Primary Rate ISDN (PRI).

DE: Discard Eligible. A Frame Relay service standard that specifies that data sent across a PVC in excess of that connections' CIR will be marked by the network as being eligible for discard by the network in the event of network congestion.

Dedicated Access: Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When Dedicated Access is used to provide Data Services, the Dedicated Access is referred to as local loop.

Defects or Defective Service: A shortcoming or an imperfection in Data Service(s) as a result of mistakes, accidents, errors, omissions, interruption or delay in Service.

Disaster Recovery PVCs: PVCs that allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery site) should a non-recoverable disaster occur at the primary host site.

Diversity: Customer-designated routing which indicates a Customer-designated departure from the primary route, usually with physical separation.

DLCI: Data Link Connection Identifier. The address information assigned to Customer-designated end points used to identify PVCs and route frames of data.

DSO: Digital Signal level Zero. Composed of one 64 kiloBit Channel.

DS1: Digital Signal level One. Composed of twenty-four 64 Kbps Channels with a throughput capacity of 1.544 Mbps. Also called T-1.

DS3: Digital Signal level Three. Composed of 28 DS1 Channels and operating at 44.736 Mbps. Also called T-3.

DVA: Dedicated Voice Access.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

EFS: Error Free Seconds. A measure of the percentage of total seconds when measured over a consecutive thirty day period that do not contain Bit errors.

End User: The person or legal entity which uses the Service provided by the Company.

ES: Errored Second. A count of one-second intervals containing one or more CRC-6 code violations, or one or more CS events or one or more SEF events.

Exemption Certificate: A written notification provided by the Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

Extended Super-Frame Format: A DS1 framing standard. With this format twenty-four frames, instead of twelve, are grouped together.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

F.C.C.: Federal Communications Commission or any succeeding agency.

FE: Framing-Bit Error or Framing Error. An error occurring when a receiver improperly interprets the set of bits within a Frame.

FE Event: The occurrence of a framing error or framing-Bit error.

FOC: Firm Order Confirmation.

Frame: A group of data Bits, in a specific format, with a flag at either end to indicate the beginning and end of the frame. The defined format enables network equipment to recognize the meaning and purpose of specific Bits.

Frame Relay Service Port: A communications interface through which a Customer obtains connection to the Frame Relay network.

FRATM: Connects two Customer sites, one having Frame Relay Port and the other an ATM Port, to provide transparent interworking between Frame Relay and ATM networks.

FRS: Frame Relay Service. A wide area data service that provides high throughput and low delay via packet-switching technology. FRS offers Customers the capability to connect locations via PVCs for data transmission.

FRS: Frame Relay Service. A packet data service accessible at speeds of up to 40 Mbps which provides Customers with a capability to connect locations via PVCs for data transmission.

FRTP: Frame Relay Term Plan.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

FX: Foreign Exchange Service. Provides local telephone service from a central office message switch which is outside (foreign to) the subscriber's exchange area.

Gbps: GigaBits per second. A billion Bits per second.

Hertz: A unit of frequency equal to one cycle **(the cycle)** per second.

IA: Intergrated Access.

ICB: Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

ILEC: Incumbent Local Exchange Carrier.

InterLATA: Any call or transmission that originates in one LATA and terminates in a different LATA.

International: Involving two or more nations.

IntraLATA: Any call or transmission that originates in one LATA and terminates within the same LATA.

IOC: Interoffice Channel.

ISDN: Integrated Services Digital Network. Integrates voice, data, and video communications services via standard interfaces. ISDN is designed for telephone switches, computer telephony and voice processing systems. ISDN can deliver dedicated voice trunking over its B-Channels, video conferencing and broadband data applications by Bonding B-Channels together.

ITU: International Telecommunications Union (formerly known as the CCITT). An organization established by the United Nations with membership from virtually every government in the world. Its objectives are to set telecommunications standards and allocate frequencies to various uses.

IXC: Interexchange Carrier.

Joint User: A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

Kbps: Kilobits Per Second. One thousand Bits per second.

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgement.

LEC: Local Exchange Carrier.

Local Access: The service between a subscriber's premises and a Company-designated POP.

Local Access Provider: An entity providing Local Access.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Mbps: Megabits per second. Million Bits per second.

Modification of Final Judgment: The judicial opinion United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), affd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

MRC: Monthly Recurring Charge.

D

MTTR: Mean Time To Repair. The average time required to return a failed system to Service.

NATM: SBC PremierSERV^{SM} ATM Service.

NFRS or NFR: SBC PremierSERV^{SM} Frame Relay Service.

NNI: Network To Network Interface. The interface defines the point of interconnection between two service providers.

NNI – Port and Access: Connects the Customer's network to the Company FRS network, based upon the standards defined NNI signaling protocol. Each NNI Port and Access may accommodate multiple Permanent Virtual Circuits based upon the speeds selected.

NNI – Port Only: Connects the Customer's network to the Company FRS network, based upon the standards defined NNI signaling protocol. Each NNI Port may accommodate multiple Permanent Virtual Circuits based upon the speeds selected.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Non-Channelized: Non-Channelized is the capability to permit the unrestricted use of a digital communication channel independent of the number of consecutive zeros and pulse density requirements (ie., 64 kbps usable Bandwidth for a DSO channel and 1.536 Mbps usable bandwidth for a DS1 channel).

NRC: Non-recurring charge.

NSEP: National Security Emergency Preparedness.

OC: Optical Carrier. Optical Carrier level-1 is the optical counterpart of STS-1 (the base rate, 51.840 Mbps, on which SONET is based). Direct electrical-to-optical mapping of the STS-1 signal with frame synchronous scrambling. All higher levels are direct multiples of OC-1 (i.e. OC-3 = 3 times OC-1, etc).

OC3: Optical Carrier Level 3.

OC12: Optical Carrier Level 12.

Off-Net: A location where the Company's primary Third Party Vendor does not have facilities.

On-Net: A location where the Company's primary Third Party Vendor has facilities. N

OPT: Office of Priority Telecommunications.

OTC: One Time Charge.

Out of Term: Rates and charges which apply to Customers with no term plan agreement, or which are applied when a term plan agreement has ended and no new term plan agreement has been signed.

Oversubscription: Oversubscription allows the sum of the CIRs for all PVCs connected to an access port to exceed the speed of the access port. No individual PVC may be provisioned at a speed greater than either of its associated port speeds.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Plexar: A central office based switching service that provides the user with the ability to intercommunicate among stations at the user's premises while also providing station access to local exchange service dial tone and long distance service and many optional features and functions associated with sophisticated Customer Premises equipment.

POP: Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

Port: The physical or electrical interface through which access to the communications network is obtained.

PRI: Primary Rate Interface. The ISDN equivalent of a DS1 Circuit. The Primary Rate Interface consists of twenty-four 64 Kbps Channels.

Priority FRATM: A VCC connection with VBRrt QoS that connect a FR Port to an ATM Port.

Priority PVCs: Priority Quality of Service offers reduced delay and packet loss between end-points when used with small, fixed-length frame traffic.

Private Line: Discrete communication Bandwidth dedicated for a Customer's exclusive use. A Private Line is provisioned on facilities that may be shared and accomplished through a variety of technologies and media.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Private Line Service: Full duplex transmission/transport service between two points. Private Line Service(s) are defined by Bandwidth, signaling, media, etc.

PVC: Permanent Virtual Connection provides the customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the FRS network. While no physical circuits are dedicated, the two network addresses are electronically connected together.

QoS: Quality of Service.

Reseller: A Customer that resells the Company's Service(s) with the Company's authorization.

SEF: Severely Errored Framing event. The SE (severely errored) indicator of performance report message.

SEF Event: The occurrence of a severely errored frame. A one-second interval with eight (8) or more framing errors/framing-Bit errors.

Service: Any or all services provided pursuant to this Tariff.

Service Order: The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which shall enable the Company to provide Service.

Service Order Change Charge: Charge applied for changes in Service Orders.

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SES: Severely Errored Seconds. Errored seconds during which the error rate exceeded ten (10).

SOCC: Service Order Change Charge.

SONET: Synchronous Optical NETwork. A family of fiber-optic transmission rates from 51.84 Mbps to 2.488 Gbps. An optical interface standard.

Special Access Surcharge: A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the FCC Rules and Regulations.

State: State of Missouri.

STS: Synchronous Transport Signal. A SONET electrical signal rate.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CLEC to reach the long distance network, the access is switched.

Switched Services(s): Any Services that are not Data Services as defined herein which use message switches to share inter-switch transport.

T-1: Composed of twenty-four (24) 64 Kilobit Channels with a throughput capacity of 1.544 Mbps. Also called DS1.

T1C: A digital carrier facility used to transmit a DS-1 formatted digital signal at 3.152 Mbps.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Third Party Vendor: A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

TLC: Termination Liability Charge. A charge which applies when the Customer cancels Service prior to the expiration date of a term plan agreement for Data Service(s).

Transmission Speed: Denotes the line or Channel speed in Bits per second.

TSP: Telecommunications Service Priority System.

TTR: Time To Repair. Measured in terms of hours from the time the Service was released for test and repair to operability within accepted thresholds. The time to restore Service on an event basis.

TTP: Time To Provision.

UNI: User-Network Interface. The physical and electrical demarcation point between the user and the service provider.

UNI - Port and Access: Connects the Customer to the Company's FRS network, based upon the standards defined UNI signaling protocol. Each UNI Port and Access may accommodate multiple Permanent Virtual Circuits based upon the speeds selected.

UNI – Port Only: Connects the Customer to the Company's FRS network, based upon the standards defined UNI signaling protocol. Each UNI Port may accommodate multiple Permanent Virtual Circuits based upon the speeds selected.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

V&H: Vertical and Horizontal geographic coordinates.

VIP: Volume Incentive Plan.

Wire Center: A specified geographical location used for determining mileage measurements.

SECTION 2 - RULES AND REGULATIONS

2.1 Application of the Tariff

2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to intrastate telecommunications Service offered by the Company with principal offices located at 5850 W. Las Positas Blvd., Pleasanton, California 94588. The Company operates as a competitive telecommunications company. Services in this Tariff are only available to Business Customers as specified herein.

2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

2.1.3 Non-switched, Private Line Services will be provided only between exchanges and will not be offered within a local exchange.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service

2.2.1 Service is offered subject to the availability of the necessary systems, facilities, and equipment, and where Company provides Service and the rules of the Commission applying to long distance communications as published in 4 CSR 240-33. Company may refuse to provide Service to or from a location where the necessary systems, facilities, or equipment are not available. As used herein, the terms "availability" and "available" refer to systems, facilities, and equipment owned by Company and Company's current capacity purchased from third party providers. In cases where Service is not currently available, Company shall not be obligated to provide Service by a particular time or in a particular manner. If the parties cannot agree concerning the provision of currently unavailable Service, either party may cancel Customer's order for such Service. Service is subject to the following limitations:

(A) Company does not undertake to transmit messages, but offers its Service when available, and shall not be liable for errors in transmission or for failure to establish connections.

(B) Company reserves the right to refuse to process Third Party Vendor calls when standard validation techniques cannot confirm acceptance.

(C) Company reserves the right to discontinue or limit Service, or to impose requirements, as required, to meet changing regulatory or statutory rules and standards.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.2 Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control or when Service is used in violation of these terms and conditions or the law.

2.2.3 Reserve for future use.

2.2.4 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:

(A) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies or if such actions are reasonably appropriate to avoid violation of applicable law; or

(B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or

(C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or

(D) Customer's or End User's misuse of the long distance network; or

(E) Customer's or End User's use of the long distance network for any fraudulent or unlawful purpose; or

(F) Emergency, threatened, or actual disruption of Service to other Customers; or

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 (continued)

(G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the Applicant or Customer obtains or continues to receive Service; or

(H) Abandonment of the Customer's Premises served; or

(I) Insufficient or fraudulent billing information; or

(J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or

(K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.6 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:

(A) use of invalid or unauthorized telephone numbers; or,

(B) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 or Section 2.8.2 of this Tariff; or

(C) non-payment of any sum owed the Company by the due date printed on the bill; or

(D) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against the Company.

2.2.7 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.8 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

(A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or

(B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or

(C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or

(D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.9 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.10 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.

2.2.11 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

2.2.12 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

2.2.13 The Company reserves the right to add, change, or delete Services at any time.

2.2.14 The Data Services offered in this Tariff begin and end at the network interface. The Customer is responsible for the provisioning, maintenance, and repair for all services on the Customer side of the network interface.

2.2.15 The Company, when acting at the Customer's request and as its authorized agent for ordering Dedicated Access, will make reasonable efforts to arrange for service.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.16 The Company does not generally provide echo suppression. However, for Services that require Dedicated Access to reach the long distance network, the Company, not the Customer, will determine when echo suppression will be provided.

2.2.17 Non-switched, Private Line Service will be provided only between exchanges and will not be offered within a local exchange.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3.1 through 2.3.17 of this Tariff in connection with the provision of Service to Customer.

2.3.1 Company will not be liable to Customer for damages or statutory penalties or be obligated to make any adjustment, refund, or cancellation of charges, unless Customer has notified Company in writing of facts sufficient to provide Company with the reasonable basis of any dispute or claim for damages, within sixty (60) days after an invoice is rendered by Company giving rise to such dispute or claim.

2.3.2 Unless otherwise stated in this Tariff, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) shall be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for Service.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.3 In the event an error or omission is caused by the gross negligence of the Company, the liability of Company shall be limited to and in no event exceed the sum of $10,000. Except as provided above, the Company's liability for damages of any nature arising from errors, omissions, interruptions, or delays of Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, changing, moving, or terminating the Service, facilities, or equipment shall not exceed an amount equal to the charges applicable under these terms and conditions (calculated on a proportionate basis where appropriate) to the period such error, omission, interruption, or delay occurs.

2.3.4 Reserved for future use.

2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of facts sufficient to provide Company with the reasonable basis of any dispute or claim for damages, within sixty (60) days after an invoice is rendered by Company giving rise to such dispute or claim.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.6 IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE OR PROFITS. Company will not be liable for any act or omission by any other company(ies) furnishing a portion of the Service or associated facilities or equipment. If Company learns of actual or likely unauthorized, fraudulent, or unlawful use of any Company Service, Company may suspend Service without notice or liability. Company will not be liable for any failure of performance due to the use or abuse of Service by Customer including, but is not limited to, any calls placed by means of PBX-reorigination or any other equipment, service, or device. Compensation for any injury Customer suffers due to the fault of third parties must be sought from such third parties. Company will not be liable for any failure of performance due to any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury caused by Customer, its agents, or End Users, or by facilities or equipment provided by Customer or any Third Party Vendor. Company shall have no liability to any person or entity other than Customer and only as set forth herein.

2.3.7 Reserved for future use.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

(A) Unavoidable interruption in the working of transmission facilities; or

(B) Natural disasters such as storms, fire, flood, or other catastrophes; or

(C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or

(D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or

(E) The unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or

(F) Explosions, vandalism, cable cut or other similar occurrences; or

(G) Preemption of existing Services to restore Service(s) in compliance with part 64, Subpart 64, Subpart D, Appendix A, of the F.C.C.'s rules and regulations; or

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 (continued)

(H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

2.3.14 The Company may rely on Third Party Vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 The Company will not be liable for:

(A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.

(B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.

(C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.

(D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.

(E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of such consequences.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 (continued)

(F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.

(G) Any action that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

(H) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.17 The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or Defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including Authorized Users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.17 (continued)

In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits or lost revenues of any kind or nature whatsoever arising out of any Defective Service or any other cause. Any warrantee and remedies explicitly set forth in this Tariff are exclusive and in lieu of all other warranties or remedies, whether expressed, implied or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose. In the event of an interruption in Service, any Defect in the Service whatsoever or a failure to perform under this Tariff, neither Company nor any Third Party Vendor or operator of facilities employed in the provision of the Service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits or lost revenues of any kind or nature whatsoever.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week.

2.4.2 The Service offered herein may be used for any lawful purpose, including business, governmental, or other use. The Customer is liable for all obligations under this Tariff not withstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.

2.4.3 Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.

(A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.

(B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of these terms and conditions.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

(C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each Joint User or Authorized User must submit to the designated Customer a letter guaranteeing payment for the Joint User's or Authorized User's portion of all charges billed by the Company to Customer and specifying that the Joint User or Authorized User understands that Company will receive a copy of the guaranty from Customer. Customer will be responsible for allocating charges to each Joint User or Authorized User.

(D) Joint use is a billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 Customer shall indemnify, defend, and hold harmless Company (including the cost of reasonable attorneys' fees) against:

(A) Claims for libel, slander, infringement of copyright, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark rising out of the material, or service mark arising out of the material, data, information, or other content transmitted by Customer, its agents, or End Users over Company-Provided facilities or equipment.

(B) Claims for patent infringement arising from combining or connecting Company-Provided facilities or equipment with facilities, equipment, apparatus, or systems of Customer.

(C) All other claims (including claims for damage to any business or property, or injury to, or death of, any person) arising out of any negligent or wrongful act or omission of Customer, its agents, End Users, or customers in connection with any Service or facilities or equipment provided by Company or Third Party Vendor.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(D) Any and all claims, demands, suits, actions, losses, damages, assessments, or payments asserted against Company and/or any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service by someone other than Customer (e.g., authorized or unauthorized) who has use of the Service directly or indirectly through Customer.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(E) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, worker's compensation claims, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).

2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.

2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

2.5.5 The Customer is responsible for paying for all Services the Company provides to or from the Customer's Premises, regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or public.

2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Company-designated facilities. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Local Access. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations and requirements.

2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.17 of this Tariff for additional information regarding the Customer's obligations concerning taxes.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.9 Reserved for future use.

2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.

2.5.11 The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Data Service will be sent to the agent and issued in the name of the Customer, in care of the agent. Regardless of the authority the Customer has given the agent to act on behalf of the Customer, the Customer retains responsibility for compliance with Tariff regulations and any act or omission of the agent.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.12 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.

2.5.13 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.5.14 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Data Service(s) and if the Customer is to be exempted from the monthly special access surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.15 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.

2.5.16 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

2.5.18 When Company or Third Party Vendor personnel must install, repair, maintain, program, inspect, remove equipment associated with the provision of the Service or implement changes the Customer has ordered, the Customer is responsible for arranging access to its premises at times mutually acceptable to the Company or the Third Party Vendor. An impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, Customer must make Service available for testing during the same time periods the trouble condition is to be corrected.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.19 The Customer must pay the Company for replacement or repair of damage to Company-Provided equipment or facilities if caused by:

(A) the negligence or willful act of the Customer, End Users, or others; or

(B) the improper use of Services; or

(C) the use of equipment provided by Customers or End Users. After receipt of payment for the damages, the Company will cooperate with the Customer in its claim against any third party causing damage to Service.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.20 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that:

(A) its equipment and/or system is properly interfaced with the Company-Provided equipment and facilities; and

(B) the signals emitted into the long distance network are the proper mode, Bandwidth, power, and signal level for the intended use of the Customer; and

(C) the signals do not damage Company-Provided equipment and/or facilities, injure Company or Third Party Vendor personnel, or degrade Service to other Customers.

If the F.C.C. or another appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications Service, the Company will permit such equipment to be connected with the Channels without the use of protective interface devices.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.21 If the Customer fails to maintain its equipment and/or its system properly and this results in harm to:

(A) Company-Provided equipment or facilities, or

(B) Company's or Third Party Vendor's personnel, or

(C) quality of Service to other Customers of the Company, or

(D) quality of Service to subscribers of a Third Party Vendor providing a portion of Service,

the Company may, upon written notice, require the use of protective equipment by the Customer at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may terminate the Customer's Service without liability.

2.5.22 The Customer is responsible for reimbursing the Company for charges incurred for special construction and/or special facilities that were ordered by the Company on the Customer's behalf at the Customer's request.

2.5.23 Customer agrees to defend the Company against the claims as set forth in Section 2.5 of this Tariff and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.24 The Customer agrees to operate any Company-Provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for interruption of Service and may make Customer responsible for damage to equipment.

2.5.25 Facilities utilized by the Company or a Third Party Vendor to provide Service under the provisions of this Tariff remain the property of the Company or Third Party Vendor. Customer agrees to return to the Company or authorized Third Party Vendor all Company-Provided equipment within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.

2.5.26 The Customer shall be solely responsible, at its own expense, for the overall design of Service and for any redesigning or rearrangement of Service which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller

2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.6 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.

2.6.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscriber's service because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet Commission rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).

2.6.3 Resellers will be responsible for paying all taxes and fees based upon the taxing jurisdiction's rules and regulations.

2.6.4 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

2.6.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.

2.6.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services

2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate that complies with the rules of the Commission. For example, the Company may require the Customer to execute a subscription letter, Service Order, letter of agency, service agreement, contract etc. depending on the Service(s) selected by the Customer. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.3 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Application for Service

(A) Any Applicant for Service may be required to sign a subscription letter requesting the Company to furnish Service in accordance with rates, charges, and regulations as specified in this Tariff. The Customer must provide the following information when the Customer places an order for Service(s) so that the Company can design, install, maintain, and bill the Service ordered:

.1 Customer's name and address for billing purposes;

.2 contact name and telephone;

.3 contact name, telephone number, and address at each of the premises where Service is to be installed;

.4 type of Service;

.5 requested service date;

.6 length of term;

.7 the category of and interface and signaling if required;

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Application for Service (continued)

(A) (continued)

.8 other information necessary for the Company to provide the Service to the Customer; and

.9 a point of contact for inquiries, trouble reports, and security management involving the service configurations.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Application for Service (continued)

(B) The Customer may be required to execute written Service Orders or other documents relating to the Service, but Customer shall be obligated under the terms of this Tariff even if such Service Orders or other documentation have not been executed.

(C) In the event any provisions set forth in Service Orders conflict with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail.

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed subscription letter or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time. The Company may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(B) Customer (continued)

Where a Customer becomes delinquent in payments, a new credit limit may be established that is lower than the Customer's initial credit limit. In the event a Customer's established credit limit is exceeded, or in the event a Customer becomes delinquent in the Customer's payments, the Company may implement its toll blocking process. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including calling card use, 1+, 0+, and all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to the Company. Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to refuse Service to any Applicant who is indebted to the Company for Service(s) previously furnished until satisfactory payment arrangements have been made for all such indebtedness. The Company further reserves the right to refuse Service to any Applicant who is currently indebted to the Company for Service(s) on another Company account, until satisfactory payment arrangements have been made for all such indebtedness. Where a Customer subscribes to more than one active telephone account, and the Company suspends or terminates Service to one or more of the Customer's accounts for nonpayment, the Company may, at its option, initiate action for collection, including the action to suspend or terminate some or all of the other active Customer accounts, with notice as prescribed under Section 2.20 of this Tariff. The Company may also refuse Service to any Applicant attempting to establish Service for a former Customer who is indebted for previous Service(s), regardless of whether or not the previous Customer was furnished Service at the same location, until satisfactory payment arrangements have been made for payment of all such prior indebtedness. If Service is established and it is subsequently determined that any of the foregoing conditions of indebtedness exists, the Company may suspend or terminate such Service until satisfactory arrangements have been made for the payment of the prior indebtedness.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to discontinue granting any further credit to Customer in the event of Customer's repeated delinquency in payment for Services, fraudulent use, suspension or disconnection of Service, the Customer files for protection under the United States Bankruptcy Code, or any other material breach, where not prohibited by federal law, rule or regulation. In such event, the Company may, at its sole discretion, require the Customer to prepay for all future Services as thereafter directed by the Company.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.3 of this Tariff may be required to make a deposit to be held by the Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for three months' Service. The Company will determine the amount of the deposit.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(C) Interest on Deposits

If applicable, the Company will pay interest on deposits according to the rules and regulations of the Commission. The Company will pay an interest rate on any security deposit it collects equal to a rate of one percent (1%) above the prime lending rate as published in the *Wall Street Journal* for the last business day of September. This rate shall be adjusted annually on October 1 of each year. Interest shall be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever occurs first.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or

- At the end of one year of satisfactory payments for Service; or

- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The Company reserves the right to require an advanced payment from Customers and Applicants who, in the Company's judgment, present an undue risk of nonpayment. Such advanced payment may be required instead of or in addition to a security deposit. The Company shall be authorized to apply such advanced payments against any Service charges incurred by the Customer. The advanced payment shall be equal to or less than estimated installation charges plus two months estimated billing. Advance payment requirements may be increased or decreased by the Company as it deems necessary in the light of changing conditions. The Company may alternatively require such Customers and Applicants to authorize Credit Card billing for advance payments as described in Section 2.9 of this Tariff. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.2 Advance Payments (continued)

(A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;

(B) Customer's ability to demonstrate adequate ability to pay for the Service;

(C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;

(D) information relating to Customer's management, owners, and affiliates (if any); and

(E) the Applicant's or Customer's actual Data Services charges. The Company does not pay interest on advance payments.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill

2.9.1 General

(A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled Data Services charges up to two (2) years in arrears.

(B) The Company utilizes direct billing by the Company or an authorized billing agent. The availability of the billing option is controlled by the Company not the Customer.

(C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

(D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Customer on a pass-through basis.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

(E) Credit Card billing and automatic withdrawal from the Customer's checking or savings account may be available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash. With Credit Card billing, charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Should the Customer cancel or change their designated Credit Card for billing, the Customer shall promptly inform the Company and designate new information for billing. Charges for Service are billed monthly in accordance with terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill; call detail will be provided by the Company in a separate mailing.

(F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month. For Data Services, billing for MRCs will commence on Customer's due date.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

(G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

(H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.

(I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of $5.00 or 1.5% per month, whichever is greater. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in the favor of the Company.

2.9.3 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Data Services billing detail will be provided by the Company in a separate mailing.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.4 Grace Period

For Data Services, billing for all MRCs will commence on the Customer's due date. However, if a Customer is unable or not ready to accept Service within twenty-five (25) calendar days after the original Service due date, the Customer may cancel the Service Order and pay a Service Order Cancellation Charge. If the Customer does not cancel the Service Order or arrange for Service installation, the Company will commence billing on the original Service due date. If Service is cancelled by the Customer after billing commences but before Service installation, the Customer is liable for the TLC pursuant to Section 2.26.2 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.10 Disputed Charges

2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. A Customer may advise the Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the Company during normal business hours. A dispute must be registered with the Company prior to the delinquent date of the charge for a Customer to avoid termination of Service as provided by this Tariff.

2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Company and a Customer fail to resolve a matter in dispute, the Company shall advise the Customer of its right to file an informal or formal complaint with the Commission under 4 CSR 240.070.

2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.

2.10.4 Customers may contact the Commission in writing at the following address: Missouri Public Service Commission, 200 Madison Street, Suite 100, P. O. Box 360, Jefferson City, Missouri 65102 or via telephone at (800) 392-4211.

SECTION 2 - RULES AND REGULATIONS

2.11 Customer Care Department

Customer correspondence must be addressed to the attention of the Customer Care Department and sent to the appropriate office. The Customer may also contact the Company's Customer Care Department by calling a toll free number. The Company's Customer Care address and toll free number are printed on the Customer's bill. For Customers using automatic withdrawal from the checking or savings account, the Company's Customer Care address and toll free number are provided with the Customer's Data Services billing detail.

SECTION 2 - RULES AND REGULATIONS

2.12 Service Installation

2.12.1 The Company will provide Service in accordance with the Customer's requested Service due date, subject to the constraints established by the Company's schedule of standard intervals for installation of Service. The Company shall make available to all Customers, upon request, a schedule of applicable standard intervals. The schedule shall specify the standard number of days required to provision a specific Service and the quantities of Service that can be provided by a requested date. The Company will not accept orders for Service with requested due dates which exceed the applicable standard interval due date by more than six (6) months.

2.12.2 If the Customer requests that installation be performed at hours of the day or days of the week other than normal work hours or days (8:00 am to but not including 5:00 pm Monday through Friday excluding holidays) or interrupts work once begun, additional labor charges apply as shown in Section 7.2 of this Tariff.

2.12.3 If the Company misses a Service due date by more than thirty-five (35) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.

SECTION 2 - RULES AND REGULATIONS

2.13 Service Maintenance

The Services provided under this Tariff shall be maintained by the Company or a Company-designated representative. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any Company-Provided facilities, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

SECTION 2 - RULES AND REGULATIONS

2.14 Technical Standards

2.14.1 The technical standards described in this Tariff set forth objectives for the Company to follow. In no circumstance shall these technical standards be construed as creating any warranty on the part of the Company, with the exception of those warranties expressly set forth in this Tariff.

2.14.2 Repair efforts will be undertaken upon notification of trouble by network surveillance and performance systems or by notification of trouble and release of all or part of the Service by the Customer for testing.

2.14.3 The Company calculates network availability on Customer action requests. The Customer must notify the Company's Customer Care Department or other location designated by the Company and initiate an action to request to determine if the Service variables were met.

2.14.4 Not withstanding the foregoing, at the Company's option, the Company may provide a comparable transmission alternative, e.g. satellite transmission. Such alternative transmission shall comply with the respective standards commonly used in the industry for such service.

SECTION 2 - RULES AND REGULATIONS

2.15 Interconnection

Subject to the technical limitations established by the Company, Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems. Any special interface equipment or facilities necessary to achieve compatibility between the Company-Provided equipment and facilities and those of other carriers shall be provided at the Customer's expense.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges

2.16.1 Application of Base Rate Charges

For rules and regulations regarding the application of charges for Private Line Service, see Section 3.5 of this Tariff. For rules and regulations regarding the application of charges for Frame Relay Service, see Section 5.2.4 of this Tariff.

2.16.2 Application of Ancillary/Administrative Charges

(A) Installation Charge

.1 A non-recurring installation charge applies to each new Service provided by the Company. Installation charges may also apply to existing Service(s) moved to a new location at the Customer's request and changes in Service when re-engineering is required. The charges specified in this Tariff do not contemplate installation, maintenance or repair work being performed at a time when overtime wages apply as a result of the Customer, Authorized User or Joint User requests, nor do they contemplate work once begun being interrupted by the Customer, Authorized User or Joint User. Installation charges vary by type of Service.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge

.1 A change order is a request by the Customer to add, change or rearrange a Portion of Service. Unless otherwise indicated in this Tariff, the Service Order Change Charge applies when a Customer requests and add, change, or rearrangement of Service before installation, and the request requires engineering redesign. Without charge, the Customer may make any change in the information contained in a Service Order for up to and including three (3) business days following the Customer Commitment Date. However, if the Customer notifies the Company more than three (3) days following the Customer Commitment Date and requests to change information on the Service Order that requires the redesign of the Service, the Customer will be billed a Service Order Change Charge.

.2 Administrative changes such as change of name, billing address or telephone number are considered a record change rather than a change order. A Service Order Change Charge does not apply for record changes.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge (continued)

.3 If the only change the Customer requests to a Service Order is to change the requested Service due date to a date sooner than the standard interval due date for that type of Service offering, an Order Expedite Charge as described in Section 7.3 of this Tariff applies in lieu of the Service Order Change Charge.

.4 Change In Service Before Installation and Acceptance By Customer

If the Customer requests a change in Service to upgrade the Bandwidth to a higher Bandwidth, the request is processed as a change order.

.a If the Customer requests a change to upgrade the Bandwidth of a Data Service to a higher Bandwidth and the length of the term plan is at least equal to the length of the original term plan agreement, the Service Order Change Charge does not apply. The Customer is responsible to the Company for all costs incurred on behalf of the Customer, including costs incurred as an agent for the customer, for the original Bandwidth ordered. The installation charges for the higher Bandwidth apply.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge (continued)

.4 Change In Service Before Installation and Acceptance By Customer (continued)

.b If the Customer requests a change to upgrade the Bandwidth of a Data Service to a higher Bandwidth and the length of the term plan is not at least equal to the length of the original term plan, the Service Order Change Charge does apply. The Customer is responsible to the Company for all costs incurred on behalf of the Customer, including costs incurred as an agent for the customer, for the original Bandwidth ordered. The installation charges for the higher Bandwidth apply.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

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SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(D) FRS Configuration Change Charge

If the Customer requests to change the physical location of at least one end of a Circuit, the Configuration Change Charge applies.

(E) FRS Port Order Change Charge

If a Customer requests to increase or decrease the UNI or Access Gateway/NNI Port speed, the FRS Port Order Change Charge applies.

(F) PVC Change Order Charge

If a Customer requests to increase or decrease the PVC speed, the PVC Change Order Charge applies.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.3 Application of Additional Labor Charges

Additional labor charges will apply when the Customer requests the following:

(A) installation or Circuit changes during non-business hours or under unusual circumstances; or

(B) a Company-designated technician at the Customer's Premises or trouble that results from problems in the Customer's equipment; or

(C) the provision of engineering design or other activities which are not normally provided as part of the design and installation of Service; or

(D) expedited Service Orders.

The Customer will be billed for non-standard installation, maintenance, and engineering provided by Company or Company-designated personnel at the rates shown in Section 7.2 of this Tariff. The Customer will be billed for a minimum of one (1) hour for each occurrence. For all time in excess of the one (1) hour minimum, the Customer will be billed in increments of fifteen (15) minutes. Any fraction of a fifteen (15) minute period will be rounded to next fifteen (15) minute increment.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.4 Application of Local Access Charges

(A) If requested by the Customer, the Company will act as the Customer's agent for obtaining the required Local Access. Third party Local Access facilities are offered at a pass through rate equal to the price at which those services are provided to Company by the Local Access Provider. The rates and charges of the Local Access Provider apply for all Local Access facilities used in conjunction with the Company's Service(s).

(B) The Company will act as the Customer's agent for payment of Local Access charges to the Local Access Provider.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.4 Application of Local Access Charges (continued)

(C) If requested by the Customer, the Company will act as the Customer's agent for ordering and coordinating installation, re-arrangement or removal of Local Access facilities. Where Company acts as the Customer's agent for payment of Local Access charges, the Company will also pass along to the Customer Local Access Provider charges associated with the Customer's request order.

(D) Subject to the availability of personnel, Company may perform other operational functions related to administration and maintenance of Local Access facilities. Such functions will be provided at non-standard installation, maintenance and engineering rates contained in this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.17 Taxes and Fees

2.17.1 General

(A) Customer will be responsible for the payment for all Services provided by the Company and for the payment of all excise, sales, use, gross receipts, or other taxes and surcharges. Federal excise tax, and state and local sales, use, and similar taxes and surcharges shall be billed separately from charges for Services. The Company may also impose surcharges on Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or to pay to, others in support of statutory or regulatory programs (e.g. universal service funds). The Company will not provide advance notice of changes to taxes and surcharges, except as required by law.

SECTION 2 - RULES AND REGULATIONS

2.17 Taxes and Fees (continued)

2.17.1 General (continued)

(B) Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, taxes or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, taxes or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, taxes or similar liabilities and any of the challenged assessments, duties, fees, taxes or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

SECTION 2 - RULES AND REGULATIONS

2.17 Taxes and Fees (continued)

2.17.2 Tax Exemption Certificate

(A) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.

(B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.

.1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.

.2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.

(C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

SECTION 2 - RULES AND REGULATIONS

2.18 Credits For Service Outages

2.18.1 No credits or refunds for interruptions of Service shall be made for:

(A) interruptions caused by the negligence (including the provision of inaccurate information) or willful misconduct of the Customer, its Authorized Users or its End User;

(B) interruptions during any period which the Company or its agents are not afforded access to any Customer Premise where Service is originated or terminated;

(C) interruptions during any period when the Customer has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of a Customer's Service Order;

(D) interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis;

(E) interruptions not reported to the Company;

(F) interruptions occurring prior to the start of Service;

(G) interruptions caused by outages or failure of Local Access provided by a Local Access Provider for Frame Relay Service;

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SECTION 2 - RULES AND REGULATIONS

2.18 Credits For Service Outages (continued)

2.18.1 (continued)

(H) failure of power, facilities, equipment, systems or connections not provided by the Company or a Company-designated Third Party Vendor;

(I) a result of scheduled maintenance or testing or troubleshooting; or

(J) any cause beyond the Company's control, or the control of the Local Access Provider for Private Line Service.

2.18.2 Credit allowances for interruption of Data Service(s) shall be made upon Customer request. Following the start of Service date, if the Customer reports an interruption in Service to the Company's Customer Care Department or other location designated by the Company, the Customer shall receive credit(s) applicable to the Service directly affected. An interruption ends when the Service is restored. Interruptions shall be accumulated to the nearest half-hour period. Each interruption is considered separately for the purpose of establishing the credit allowance. A credit for Service Outages is Customer's sole and exclusive remedy for any interruption in Service. The credit for a billing period shall not exceed the monthly rate for the affected rate element.

SECTION 2 - RULES AND REGULATIONS

2.18 Credits For Service Outages (continued)

2.18.3 Notice of interruption should be reported by the Customer to the Company's Customer Care Department or other location designated by the Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.18.2 of this Tariff. For specific detail regarding out-of-service credits for Private Line Service, see Sections 3.2 of this Tariff. For specific details regarding out-of-service credits for Specialized Communications Services, see Section 5.6 of this Tariff.

2.18.4 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges and for the alternate transmission service used.

2.18.5 The credit provided in Section 2.18.2 of this Tariff is the Customer's sole and exclusive remedy for any interruption in Service.

2.18.6 The Services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Tests and adjustment shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

SECTION 2 - RULES AND REGULATIONS

2.19 Cancellation of Service By Customer

2.19.1 Cancellation of an Existing Service

(A) Following the start of service date, the Customer must provide the Company thirty-five (35) days advance written notice to cancel Service. If the requested disconnect date is less than thirty-five (35) days from the date the Company receives the Customer's request to cancel Service, the Company will attempt to disconnect the Service on the date requested by the Customer. However if required, the Company may take up to thirty-five (35) days to complete the disconnect. If Service is disconnected prior to the 35th day following receipt of the Customer's request to cancel Service, the cancellation date of the Service, for billing purposes, will be the 35th day from the receipt of the written cancellation notice. In addition to the TLC described in Section 2.26.2 of this Tariff, the Customer will be responsible for all monthly recurring charges for thirty-five (35) days from the date written notification is received by the Company from the Customer.

(B) If the Company's failure of performance is thirty-five (35) days or less, Service shall not be subject to cancellation by the Customer. Rather, an appropriate percentage of charges for the directly affected Service shall be abated for such Service interruption. If the Company's failure of performance is for more than thirty-five (35) days, then the directly affected Service may be canceled by either the Company or the Customer without liability other than the Customer's liability for payment for said Service provided prior to cancellation.

SECTION 2 - RULES AND REGULATIONS

2.19 Cancellation of Service By Customer (continued)

2.19.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins

If a Customer (1) orders Service requiring special facilities dedicated to the Customer's use or requests that the Company order Dedicated Access arrangements as an agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf. T T

If the Customer cancels a Service Order prior to Service installation and Customer acceptance of Service, a Service order Cancellation charge may apply. T

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SECTION 2 - RULES AND REGULATIONS

2.20 Termination of Service By Company

2.20.1 The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

2.20.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

SECTION 2 - RULES AND REGULATIONS

2.21 Restoration of Services

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.22 Terminal Equipment

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a CSU/DSU, router, or other network termination equipment. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.23 Company-Provided Equipment

The Company or Third Party Vendor may substitute, change or rearrange any equipment or facility at any time but shall endeavor to maintain the technical parameters of the Service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with twenty-five (25) days notice prior to such change.

SECTION 2 - RULES AND REGULATIONS

2.24 Systems Security

2.24.1 If Customer is permitted access to Company's computer systems and data (hereinafter "Systems") for purposes of managing and maintaining Customer's telecommunications system, Customer agrees:

(A) To access Company's Systems only to the extent required by and incident to the administration and management of Customer's telecommunications system.

(B) Customer may not disclose or use information learned as a consequence of access to Company's Systems, except as may be directly required to ensure the proper operation of Customer's telecommunications system. Customer must take all reasonable precautions to prevent any other person or entity not having a need to know from acquiring such information.

(C) Customers will not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, any related materials, or any other confidential materials, except to those who have a need to know incident to the operation of Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced, or otherwise disseminated without the prior written permission of Company.

SECTION 2 - RULES AND REGULATIONS

2.24 Systems Security (continued)

2.24.1 (continued)

(D) Customers shall take all reasonable precautions to maintain the confidentiality of Systems.

2.25 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements

2.26.1 General

For Data Service, the Company provides term plans or service commitment periods. The term plan allows the Customer to order Service at rates commensurate with the length of the term. If rates increase during the term, the rates of the term plan agreement will not be affected during the term of the agreement. If rates decrease during the term, the new rate, if it is lower, would automatically apply to the remainder of the fixed term.

2.26.2 Cancellation of Term Plan Agreement

When the Customer cancels a term plan agreement for Service after installation of Service, the Company will cancel the Customer's Service within thirty-five (35) days of the date the Company receives the Customer's written request to cancel Service. If the Customer cancels Service after installation of Service but before the expiration date of the term plan agreement, a TLC applies. The TLC will be calculated as follows:

- For Private Line Services:

- 100% of any waived non-recurring charges, credits, and rebates plus

- 50% of the remaining revenue stream for Private Line Service whose term plan is being cancelled prior to the expiration date of the term plan agreement.

SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements (continued)

2.26.2 Cancellation of Term Plan Agreement (continued)

- For all other Data Services:

- 100% of any waived non-recurring charges, credits, and rebates plus

- 50% of the remaining revenue stream for the Data Services whose term plan is being cancelled prior to the expiration date of the term plan agreement.

SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements (continued)

2.26.3 Change in Term Plan Agreement

(A) Change of Service involving a change in term plan agreement may result in a TLC.

(B) A Customer will not be charged for discontinuing Service under a term plan agreement if the Customer selects and commits to a new term plan for the same Circuit with a longer term. The change in rates will be effective at the start of the next billing cycle following the Company's completion of the processing of the Customer's request.

(C) The Customer may upgrade Service, either Bandwidth or term, when conditions are met, at the same premises without incurring TLCs provided that a term rate plan is of equivalent or longer period and the Bandwidth is of equivalent or greater Bandwidth.

SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements (continued)

2.26.3 Change in Term Plan Agreement (continued)

(D) If the Customer discontinues Service under a term plan agreement and if the Customer selects and commits to a new term plan agreement with a shorter term for the same Circuit, the Customer must pay the TLC. For Private Line Service, the TLC is equal to the difference in the number of months remaining in the old term plan agreement minus the number of months commitment in the new term plan agreement times 50% of the revenue stream for the Private Service whose term plan is being changed. For all other Data Services, the TLC is equal to the difference in the number of months remaining in the old term plan agreement minus the number of months commitment in the new term plan agreement times 50% of the revenue stream for the Private Service whose term plan is being changed. The change in rates will be effective at the start of the next billing cycle following the completion of the processing of the Customer's request.

SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements (continued)

2.26.4 Expiration of a Term Plan Agreement

If the Company wishes to cancel a term plan agreement, the Company will provide the Customer sixty (60) days written notice prior to the expiration date of the term plan agreement of the Company's intent to cancel Service upon the expiration date of the term plan agreement.

At the end of the term plan agreement, the Customer may order a new term plan, terminate Service, or if no choice is made, continue Service on the current rate for a grace period not to exceed six months.

- If prior to the expiration date of a Customer's term plan agreement the Customer fails to give the Company thirty-five (35) days written notice of the Customer's intent to cancel Service on the expiration date of the term plan agreement, the term plan agreement will be automatically extended for up to six months beyond the expiration date of the original term plan agreement.

- If at the end of the six months grace period, the Customer does not notify the Company of its intent to cancel Service or if the Customer does not sign a new term plan agreement, Service will continue on out of term basis. The Customer's rate plan will be changed to the rate plan with the highest monthly recurring charges for the Service, subject to any future rate change. The rate increase will be effective after the expiration of the grace period. T

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SECTION 2 - RULES AND REGULATIONS

2.27 Changes to Rates and Charges

In accordance with Commission rules, the Company may adjust its current rates and charges for Service(s) by filing revised Tariff sheets with the Commission.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services

3.1.1 General

Private Line Service is offered at speeds as described in Section 3 of this Tariff. The following technical standards for Private Line Services set forth objectives for the Company to follow. These technical standards do not create any warranties on the part of the Company unless expressly set forth in this Tariff. The technical standard represents the interface specification and performance parameters.

3.1.2 Interconnection Specifications

(A) DS1 Service

DS1 Service is provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119); T1.107 Digital Hierarchy-Formats Specifications; T1.403, DS1 Metallic Interface; and TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.2 Interconnection Specifications (continued)

(B) DS3 Service

DS3 Service is provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119); T1.107 Digital Hierarchy-Formats Specifications; T1.404, DS3 Metallic Interface; and TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore.

(C) OC3 Service

OC3/OC3c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore.

OC3 Service is configured with three (3) separate STS-1 signaling paths, while OC3c Service is configured as one (1) STS-3c signaling path. (An STS-3c contains three concatenated STS-1 signaling paths, which results in a clear channel payload of approximately 155 Mbps.)

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.2 Interconnection Specifications (continued)

(D) OC12 Service

OC12/OC12c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore.

OC12 Service is configured with four (4) separate STS-3 signaling paths, while OC12c Service is configured as one (1) STS-12c signaling path. (An STS-12c contains four (4) concatenated STS-3 signaling paths, which results in a clear channel payload of approximately 622 Mbps.)

(E) OC48 Service N

OC48/OC48c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements; Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore.

OC48 Service is configured with four (4) separate STS-12 signaling paths while OC48c Service is configured as one (1) STS-48c signaling path. (An STS-48c contains four (4) concatenated STS-12 signaling paths, which results in a clear channel payload of approximately 2.488 Gbps. N

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives

(A) General

Objectives for DS1, DS3, OC3, OC12, and OC48 Service apply to the end-to-end Private Line Service where the Company acts as the agent for the provision of Local Access and exclude non-performance due to the circumstances listed in Section 2.18.1 of this Tariff or planned interruption for necessary maintenance purposes. When a Customer orders its own Local Access, then the objectives in this Tariff apply only to the Company-Provided components of the Circuit. Interexchange Service standards apply on a one-way basis between the originating and terminating Company-designated POP. The actual end to end (CPNIP to CPNIP) service availability and performance of the DS1, DS3, OC3, OC12, and OC48 will be combined function of the Local Access service and interexchange Service specifications. The actual end to end (CPNIP to CPNIP) service availability and performance of the DS1, DS3, OC3, OC12, and OC48 is a function of both services specified and may be affected by the type and quality of Customer-provided equipment, the application of service, and exogenous factors. C C C

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives (continued)

(A) General (continued)

A Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer due to lack of continuity. A Service interruption may be eligible for an out-of-service credit if the failure is (1) in the Company-Provided facilities or (2) in Local Access facilities where the Company acts as the Customer's agent for the provision of Local Access, and the reason for the failure is determined to have been caused by the Company or Third Party Vendor providing the facilities or access.

An interruption period starts when inoperative service is reported to the Company and is released for testing and repair. An interruption period ends when Service is operative and released to the Customer. Out-of-service credit allowance is available to the Customer for interrupted service.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives (continued)

(B) Availability

Availability or network availability is the measurement of the percent (%) of total time the Service is operative when measured over a monthly period. The performance objective for all Private Line Services is 99.999% at the network layer. The Service is considered non-available when the Customer reports the Service interruption to the Company and releases the circuit for testing. Network availability is not eligible for out-of-service credits but instead will be issued on a per incident basis per Section 3.2.4. of this Tariff.

(C) % Error Free Seconds, While Available

% EFS is measured at a point in time after the Customer has reported an issue to the Company. % EFS will be measured over a 24 hour time period agreed to by the Customer and Company. The performance objective for all Private Line Services is 99.9% % EFS is not eligible for out-of-service credits. If the testing results in the % EFS not meeting the stated objective and this condition is impacting Customer applications, the Customer has the option of releasing the circuit to the Company for testing.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives (continued)

(D) MTTR

MTTR is measured in terms of hours or time from the time the Service was released for test and repair to operability within accepted thresholds. MTTR is the average time to restore Service. A Circuit will be accepted if all test results meet or are within the acceptance limits. The failed test will be repeated.

The MTTR parameter is an outage measurement cumulative on both a monthly basis. The MTTR objective is four (4) hours. MTTR is not eligible for out-of-service credits but instead will be issued on a per incident basis per Section 3.2.4. of this Tariff

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits

3.2.1 General

(A) Following the start of service date, if a Customer reports interruption of Service, the Customer may initiate a claim for an out-of-service credit.

(B) Unless the Customer has cancelled Service, the credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has cancelled Service, the credit will be applied to the last invoice. Any excess over the amount due will be refunded to the Customer.

(C) In any given billing month, the total amount of out-of-service credits cannot exceed 100% of the applicable monthly recurring charge(s) per affected Service.

(D) For Private Line Service, the Company does not provide echo suppression. Voice transmission quality parameters are not necessarily coincident with data performance standards.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service

(A) An out-of-service credit allowance is available to a Customer for interrupted Service. Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer because of a failure in Company-Provided facilities, a failure in Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access, or if the protective controls applied by the Company result in the complete loss of Service by the Customer.

An interruption period starts when inoperative Service is reported to the Company, and the Service is released to the Company or Company-designated Third Party Vendor for testing and repair. An interruption period ends when Service is operative and released to the Customer, and the Customer has accepted Service. If the Customer cannot be contacted for notification that the Service is operative, the trouble will be cleared awaiting contact with the Customer to verify Service is operative. The outage time for service credit calculations will not include this time.

Regardless of the number of Service interruptions within a billing period, credits for interrupted Service will not exceed 100% of the monthly rates of the affected Service that the Customer would have otherwise paid.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service (continued)

(B) An out-of-service credit will not be given to a Customer if the interruption in Service is due to the negligence of the Customer or exogenous factors (outside the Company's or Third Party Vendor's control).

(C) In order to permit the Company to make tests and adjustments appropriate for the maintenance of services within satisfactory operating parameters, Private Line Services provided herein shall be available to the Company at times mutually agreed upon between the Company and the Customer. Tests and adjustments shall be completed within a reasonable time. No out-of-service credit will be allowed for any interruptions involved during such tests and adjustments, or if the Customer does not release the Circuit to the Company.

(D) The allowance for the period of interruption per affected Service is defined in Section 3.2.4 of this Tariff.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service (continued)

(E) Outages must be determined by the Company to be in Company-Provided facilities or Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances

(A) DS1 Service

For DS1 Service, the credit allowance is equal to 1/1440 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges. No credit shall be allowed for an interruption of less than two (2) hours.

(B) DS3 Service

For DS3 Service, the credit allowance is equal to 1/30 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges. No credit shall be allowed for an interruption of less than two (2) hours.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances (continued)

(C) OC3 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected Service. For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

(D) OC12 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected service. For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

(E) OC48 Service N

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected Service. For interruptions of greater than two (2) hours, the credit allowance is equal to ¼ of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges. N

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances (continued)

(F) Miscellaneous Installation Service Credits T

An installation service credit equal to 20% of the installation charge will be granted for each day missed if the Company fails to meet the service order due date without cause or notice of mutual consent with the Customer. Credits are not to exceed the full non-recurring or installation charges. An exception to an installation service credit is service orders with an expedite status, where the requested due date is missed but the normal due date interval is met. Expedites are met on "a best effort" basis. Order expedite charges apply when a Customer requests a circuit due date that is earlier than the standard provisioning interval.

(G) Additional Labor Charge Credit T

If the date and time for an event which triggers additional labor charges is missed without cause or notice of mutual consent of the Customer, then additional labor charges for the event will not be charged. If these additional labor charges were charged in advance, they will be credited on the Customer's next months' bill.

(H) Special Construction T

There are no credits for special construction or other incurred non-recoverable costs.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.3 Mileage Measurements

3.3.1 The rate mileage for the IOC on a two-point Private Line Service is the airline distance measured between the Customer serving Wire Centers associated with each end of the Circuit.

3.3.2 Calculation of IOC Channel mileage between serving Wire Centers is based on V and H coordinates as obtained by reference to National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. The Airline Mileage between serving Wire Centers is calculated as follows:

The square root of: $\frac{(V1-V2)^2 + (H1-H2)^2}{10}$

Where V_1 and H_1 are the V and H coordinates of point 1 and V_2 and H_2 are the coordinates of point 2.

3.3.3 Fractions of a mile are rounded up to the next whole mile before rates are applied.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.4 Limitations on Service

3.4.1 For Customers that utilize Private Line Service for voice transmission, the Company does not provide echo suppression. Voice transmission quality parameters are not necessarily coincident with data transmission quality.

3.5 Application of Rates and Charges

3.5.1 General

The Base Rates for a particular Private Line Service are determined by the following criteria: (1) type of Private Line Service (i.e. DS1, DS3, OC3, OC12, OC48) and (2) length of the term plan commitment. Monthly recurring charges apply for each Private Line Service furnished by the Company. Non-recurring and one time charges may also apply. Circuit termination charges for Local Access are not included in this Tariff. C

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.2 Monthly Recurring Charges

There are two rate elements used in calculating the monthly recurring charge for the IOC. They include a fixed monthly charge irrespective of distance and a per mile charge based on the distance between the Customer's serving Wire Centers where each end of the circuit is located.

(A) Fixed MRC

A fixed monthly charge applies. The monthly recurring rates may vary according to the length of term plan agreement.

(B) IOC - Per Mile

This rate element applies per digital Channel whenever there is mileage associated with the digital Channel. The unit rate is multiplied by the number of miles (interoffice miles) between the Customer serving Wire Centers where the endpoints of the Channel are located.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge

(A) General

See Section 2.16.2 (B) for general rules and regulations regarding the Service Order Change Charge for Data Services. For Private Line Services, the Service Order Change Charge may apply to Service that has been ordered but not installed and accepted by the Customer and to Service that has been installed and accepted by the Customer.

(B) Change In Service Before Installation and Acceptance By Customer

.1 If made prior to turn-up and acceptance of Service by the Customer, no charge applies for a Customer's request to change Service if re-engineering is not required. For example, no charge applies for changes in a Service Order made to change the length of a term plan or for administrative purposes such as change of name or change in billing address, contact name, or telephone number.

.2 Unless otherwise indicated in this Tariff, the Service Order Change Charge applies when Services are re-engineered. Examples of changes which require re-engineering include but are not limited to changes in serving Wire Center, transmission speed, signaling, terminating equipment or Service rearrangements.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(B) Change In Service Before Installation and Acceptance By Customer (continued)

.3 If the Customer requests a change of location or address in one or both of the original endpoints, the change is treated as a change order. If re-engineering is required, the Service Order Change Charge applies.

.4 If the Customer requests a change in signaling or terminating equipment and re-engineering of the Service is required, the request is treated as a change order. The Service Order Change Charge applies.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer

.1 No charge applies for a request to change Service for administrative purposes (e.g. change of name, billing address, etc.). A request to change the length of a term agreement plan is not considered an administrative change and a Service Order Change Charge may apply.

.2 If the Customer requests a change in signaling or terminating equipment and re-engineering of the Service is required, the request is treated as a change order as long as the Service retains one of the two original endpoints, and there is no change in serving Wire Center (see Section 3.5.3 (C).4 of this Tariff); the Service Order Change Charge applies. Otherwise the request is treated as a disconnect and new order and installation and TLC charges apply. T

.3 If the Customer requests to change the location of both end points of the Circuit, the request is treated as a disconnect and new order. TLCs and installation charges apply. T

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer (continued)

.4 A Customer request to change the location of one point of the Circuit will be treated either as a change order or as a disconnect and new order depending on whether the change in location also results in a change in serving Wire Center. If the serving Wire Center remains the same, the change in location will be treated as a change order and a Service Order Change Charge will apply pursuant to section 3.5.3 (C).2 of this Tariff; TLCs do not apply. If the Customer requests to change the location of one point of the Circuit and the serving Wire Center changes, the changes will be treated as a disconnect and a new order and TLCs and installation charges apply. T

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer (continued)

.5 Unless otherwise indicated in this Tariff, TLCs and installation charges apply when the Customer's request to change Service is treated as disconnect of Service and a new order. T

.a If the Customer requests a change to upgrade the Bandwidth of Private Line Service to a higher Bandwidth and the length of the term plan is at least equal to the length of the original term plan agreement, TLCs do not apply.

.b If the Customer requests a change to upgrade the Bandwidth of Private Line Service to a higher Bandwidth and the length of the term plan is not at least equal to the length of the original term plan, the TLCs apply.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer (continued)

.5 (continued)

.c If the Customer moves one location of a Circuit within the same serving Wire Center and the length of the term plan for the new Circuit is at least equal to or greater than the term for the disconnected Circuit, the TLC for the disconnected Circuit will not apply.

.6 Unless otherwise indicated in this Tariff, all other Customer requests for a change in Service which requires re-engineering will be treated as a disconnect and new order and TLCs and installation charges apply. T T

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.4 VIP Discount

Customers subscribing to any of the Company's intrastate Private Line, PRI-ISDN, DVA 6-Pack or DVA-12 Pack Services will automatically receive a volume discount per master account number for (1) all Private Line Service(s) IOCs and (2) PRI-ISDN Service(s), DVA 6-Pack, and DVA-12 Pack Ports associated with the Customer's master account number. Pass through charges are not eligible for a volume (VIP) discount on the master account. To determine the eligible monthly revenue, the Customer's base rate charges are totaled, regardless of application, Bandwidth or term commitment period, for all domestic (intrastate and interstate) Private Line Services and, if applicable, PRI-ISDN Services and/or DVA 6-Pack/DVA 12-Pack. This discount will be applied before the application of any other discount(s). The VIP discount will appear on the bill in the month in which the discount was earned. The VIP discount for the Private Line, PRI-ISDN, DVA 6-Pack, and DVA 12-Pack Services is calculated by multiplying the eligible monthly recurring revenues at the appropriate discount percent determined by spending threshold. The applicable discounts are as follows:

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.5 Application of Rates and Charges (continued)

3.5.4 VIP Discount (continued)

Eligible Monthly Revenue	Discount
$2,000	2%
$5,000	3%
$10,000	5%
$15,000	7%
$20,000	9%
$25,000	11%
$50,000	12%

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.6 DS1 Service

3.6.1 This Service is a point-to-point InterLATA Private Line Service which consists of a DS1 (1.5444 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week basis. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is available as non-Channelized. Point-to-point IntraLATA Private Line Service is not available.

(A) Only point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

3.6.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the serving Wire Center.

3.6.3 Customers subscribing to DS1 Private Line Service may order Service on a monthly basis or sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.6 DS1 Service (continued)

3.6.4 If the Customer signs a 5-year term plan agreement, the installation charge shown in Sections 4.1.1 (A) of this Tariff will be waived.

3.6.5 For rates and charges, see Section 4.1 of this Tariff for DS1 Service - Non-Channelized.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.7 DS3 Service

3.7.1 This Service consists of a DS3 (44.736 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

(A) DS3 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.7 DS3 Service (continued)

3.7.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the serving Wire Center.

3.7.3 Customers subscribing to DS3 Private Line Service must sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.7.4 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.2.1 (A) of this Tariff will be waived.

3.7.5 For rates and charges, see Section 4.2 of this Tariff for DS3 Service - Non-Channelized.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.8 OC3 Service

3.8.1 This Service consists of a OC3 (155.52 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

(A) OC3 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.8 OC3 Service (continued)

3.8.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the serving Wire Center and sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.8.3 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.3.1 (A) of this Tariff will be waived.

3.8.4 For rates and charges, see Section 4.3 of this Tariff for OC3 Service - Non-Channelized.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.9 OC12 Service

3.9.1 This Service consists of a OC12 (622.08 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

(A) OC12 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.9 OC12 Service (continued)

3.9.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the serving Wire Center and sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.9.3 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.4.1 (A) of this Tariff will be waived.

3.9.4 For rates and charges, see Section 4.4 of this Tariff for OC12 Service - Non-Channelized.

3.10 OC48 Service N

3.10.1 This Service consists of an OC48 (2.488 Gbps) capacity digital channel available twenty-four (24) hours per day, seven (7) days per week.

(A) OC48 Service is offered on an ICB basis only, and only where a fiber facility is available. Only interLATA point to point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple Customer locations for the same circuit identification/Service) is not available. Point to point intraLATA Private Line Service is not available.

(B) For rates and charges see Section 4.5 Service, of this Tariff. N

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.1 DS1 Service

4.1.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per DS1				
Rate Element	Out of Term	1 Year T Term Plan	2 Year T Term Plan	3 Year T Term Plan	5 Year T Term Plan
Installation Charge	$1,000 T	$700 T	$700 T	$500 T	$0 T
Service Order Change Charge	$325 T	$325 T	$325 T	$325 T	$325 T
Service Order Cancellation Charge	$500 T	$500 T	$500 T	$500 T	$500 T

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.1 DS1 Service (continued)

4.1.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges				
	Out of Term	1 Year T Term Plan	2 Year T Term Plan	3 Year T Term Plan	5 Year T Term Plan
Per Circuit	$850 T	$775 T	$750 T	$720 T	$675 T

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge				
	Out of Term	1 Year T Term Plan	2 Year T Term Plan	3 Year T Term Plan	5 Year T Term Plan
Per Mile	$3.25	$2.35	$2.30	$2.25	$2.20

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.2 DS3 Service

4.2.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per DS3			
Rate Element	1 Year Term Plan T	2 Year Term Plan T	3 Year Term Plan T	5 Year Term Plan T
Installation Charge	$1,600 T	$1,600 T	$1,000 T	$0 T
Service Order Change Charge	$525 T	$525 T	$525 T	$525 T
Service Order Cancellation Charge	$1,000 T	$1,000 T	$1,000 T	$1,000 T

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.2 DS3 Service (continued)

4.2.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges			
	1 Year T Term Plan	2 Year T Term Plan	3 Year T Term Plan	5 Year T Term Plan
Per Circuit	$7,000 T	$6,000 T	$4,750 T	$3,500 T

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge			
	1 Year T Term Plan	2 Year T Term Plan	3 Year T Term Plan	5 Year T Term Plan
Per mile	$25.00	$24.75	$24.50	$22.50

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.3 OC3 Service

4.3.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per OC3			
Rate Element	1 Year T Term Plan	2 Year T Term Plan	3 Year T Term Plan	5 Year T Term Plan
Installation Charge	$3,000 T	$3,000 T	$2,500 T	$0 T
Service Order Change Charge	$2,500 T	$2,500 T	$2,500 T	$2,500 T
Service Order Cancellation Charge	$2,500 T	$2,500 T	$2,500 T	$2,500 T

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.3 OC3 Service (continued)

4.3.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges			
	1 Year T Term Plan	2 Year T Term Plan	3 Year T Term Plan	5 Year T Term Plan
Per Circuit	ICB	ICB	ICB	ICB

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge			
	1 Year T Term Plan	2 Year T Term Plan	3 Year T Term Plan	5 Year T Term Plan
Per Mile	ICB	ICB	ICB	ICB

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.4 OC12 Service

4.4.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per OC12			
Rate Element	1 Year T Term Plan	2 Year T Term Plan	3 Year T Term Plan	5 Year T Term Plan
Installation Charge	$4,000 T	$4,000 T	$3,500 T	$0 T
Service Order Change Charge	$4,000 T	$4,000 T	$4,000 T	$4,000 T
Service Order Cancellation Charge	$3,500 T	$3,500 T	$3,500 T	$3,500 T

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES

4.4 OC12 Service (continued)

4.4.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges			
	1 Year T Term Plan	2 Year T Term Plan	3 Year T Term Plan	5 Year T Term Plan
Per Circuit	ICB	ICB	ICB	ICB

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge			
	1 Year T Term Plan	2 Year T Term Plan	3 Year T Term Plan	5 Year T Term Plan
Per Mile	ICB	ICB	ICB	ICB

4.5 OC48 Service N

OC48 Service and rates are available on an ICB basis only. N

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service

5.1.1 Description

(A) This Service is a packet data service, accessible at speeds of up to 40 Mbps for NNI ports, which provides Customers with a capability to connect locations via PVCs for data transmission. Customers may subscribe to term plans for one, three, or five years for UNI or NNI ports.

(B) This Service, comprised of three components, allows Customer-compatible applications and/or equipment to connect to the FRS network. The three components are local loop access, UNI Port options, and PVCs.

.1 The local loop access to the FRS network is through DS0 or DS1 digital Access Lines and is provided by a Local Access Provider. Recurring, non-recurring, and one time charges associated with the local loop access are not provided in this Tariff.

.2 The FRS Port options allow access to the FRS network.

.3 PVCs provide a connection oriented transmission Channel from source to destination. PVCs are defined by DLCIs which identify address information and route the framed data. Multiple virtual connections can be established over a single digital transmission facility and single port.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.1 Description (continued)

(B) (continued)

Each individual access link and Frame Relay Port can be shared with traffic to multiple designations.

(C) The DLCIs are established at the time of Service subscription at Customer specified end points making a PVC. The FRS network will only transmit data between authorized DLCIs. Each PVC has a pre-assigned CIR and a Burst Rate. This provides Bandwidth sharing and Bandwidth on demand capabilities.

(D) At Service subscription, the CIR and the Burst Rate must be specified for each PVC ordered.

(E) For FRS the following installation intervals apply:

Access Speed	Standard Installation Interval (Business Days)
up to and including 1.536 Mbps	45
greater than 1.536 Mbps	ICB

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.2 Access

(A) Access to Domestic Frame Relay Service can be made using one of the following methods provided by a Local Access Provider. For each access facility used, one port is required for access to FRS. For each port used, the speed selected must be equal to or greater than the CIR for each PVC connected to the port.

- DS0 digital private line inter-office service at speeds of 56 or 64 Kbps.

- DS1 digital access (including subrate DS1 port options).

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.3 Permanent Virtual Circuits

(A) A PVC is a logical Customer-dedicated communications path defined between two Port connections. Each PVC is assigned a CIR which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the Port and on the network. When this excess capacity exists, a data rate above the CIR may be achieved up to the Port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked by the network as being discard eligible (DE) in the event of network congestion and will be delivered only if the instantaneous demand for output on a transmission Channel is equal to or less than the capacity of the queue for that Channel.

(B) PVCs are duplex (two-way).

(C) Each PVC is subject to a minimum charge equal to the charge for one month's service.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.4 Basic Features

(A) Customers predefine the locations/lines authorized to exchange data. The Company uses this information to assign and administer the DLCIs and PVCs.

(B) The CIR and Burst Rate will be negotiated with each Customer at the time the Customer subscribes to the Company's Service. These rates will be based on Port termination speeds and the number of PVCs per Port ordered by the Customer.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.5 Application of Rates and Charges

(A) Port Charges

.1 Non-recurring Charges

A non-recurring charge will be assessed for installation, change, and/or expedited Service order.

.2 Monthly Recurring Charges

.a The monthly recurring charges apply per Port. The charges are determined based upon the Port speed. The monthly recurring rates may vary according to the length of term plan agreement.

(B) PVC Per Cumulative CIR

A monthly recurring charge applies per Kbps increment or fraction thereof based on the type of access and data transmission rate.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.5 Application of Rates and Charges (continued)

(C) Domestic Volume Incentive Plan (VIP) Discount

Customers subscribing to any of the Company's Domestic Frame Relay Service(s) will automatically receive a volume discount per master account number for all Domestic Frame Relay Service(s) associated with the Customer's master account number. This discount will be based on the Customer's total monthly billed Domestic Frame Relay Service revenue (intrastate and interstate) for monthly recurring charges only . This discount will be applied before the application of any other discount(s). The discount will appear on the bill in the month in which the discount was earned. The applicable discounts are as follows:

Eligible Monthly Revenue	Discount
$2,000	7%
$5,000	10%
$10,000	14%
$25,000	16%
$50,000	20%
$100,000	25%

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.6 Service Level Credits

The following table identifies the individual metrics and values for Frame Relay Service.

Metric	Value
POP to POP Availability	99.95% per calendar year, not to be less than 99.9% in any month
Mean Time to Repair	4 hours on a rolling month average
Data Delivery Rate	99.95% of DE=O frames when PVC is active
Network Latency (One-Way)	75 milliseconds

To obtain a service level credit, the Customer must report the service problem to the Company's Customer Care Department or other location designated by the Company.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.6 Service Level Credits (continued)

The following table identifies credits to be refunded to the Customer when the data metrics as specified above exceeds the specified values.

Data Metric Exceeding Specified Value	Credit for that Portion of the Network Not in Compliance
1 or more service metrics exceeding specified value for 2 consecutive months	10% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 3 consecutive months	15% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 4 consecutive months	25% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 5 consecutive months	30% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 6 consecutive months	50% of Monthly Recurring Charge plus waiver of termination liabilities

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.6 Service Level Credits (continued)

Unless the Customer has canceled Service, the service level credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has canceled Service, the credit will be applied to the last invoice and only the excess over the amount due will be refunded to the Customer. In no event will the total of the Service Level Credit and the Service Outage Credit exceed the monthly recurring charge for the Port, Access Gateway, or applicable PVCs.

5.1.7 Quality Standards

Frame Relay Service complies with both the ITU and ANSI standards.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.8 Frame Relay to ATM Interworking (FRATM)

Frame Relay to ATM Interworking (FRATM) allows Customers with existing Frame Relay networks, an easy migration to the ATM network, while maintaining existing Frame Relay locations. It also allows Customers to have a cost effective network solution allowing the integration of many remote low speed sites to communicate with a larger service center ATM site, usually a data center.

Pricing of the Permanent Virtual Circuits between a Frame Relay location and an ATM location, will consist of current Frame Relay and ATM rates. PVC Committed Information Rate between 4 Kbps and 1024 Kbps will be priced using the Frame Relay rate table. PVC CIR of 1 Mbps or greater will be priced as an ATM PVC ICB rate.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.9 Availability

Effective January 1, 2003, Domestic Frame Relay Service offered in Section 5.1 of this tariff is limited to existing locations for existing Customers. After January 1, 2003, the Domestic Frame Relay Service offered in Section 5.1 will no longer be available to new Customers and will not be available in new locations. Moves within the same building and the addition of PVCs, purchased from this Section 5.1 of the Tariff and assigned to existing locations, will be allowed until the Customer's Term Plan Agreement expires. Any other changes to the Service arrangements provided under Term Plan Agreements will require the Customer to convert to National Frame Relay Service offered in Section 5.2 of this Tariff. Existing Customers may purchase National Frame Relay Service offered in Section 5.2 in addition to their existing Domestic Frame Relay Service. T

After January 1, 2003, any changes to Service provided on an out of term basis, including but not limited to moves within the same building and the addition of PVCs, will require the Customer to convert to National Frame Relay Service offered in Section 5.2 of this Tariff. N

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM)

5.2.1 Description

SBC PremierSERV^{SM} Frame Relay Service is a public, metropolitan, and wide-area data Service that provides high throughput and low delay. It utilizes advanced packet switching technology and highly reliable digital transmission facilities to provide the performance of leased lines and the flexibility and connectivity features of Local Area Networks (LANs) in an efficient, economical data delivery service.

SBC PremierSERV^{SM} Asynchronous Transfer Mode (NATM) Service is a high-speed, packet switched transport service that combines disparate applications, from separate locations, using a common network access device and physical network connection. SBC PremierSERV^{SM} ATM Service can allow management of a single network that is easier and less expensive than managing multiple networks. SBC PremierSERV^{SM} ATM Service uses multiple connections over a single line and reduces the number of physical interfaces required.

The Company's SBC PremierSERV^{SM} Frame Relay and SBC PremierSERV^{SM} ATM products combine long distance components of the Company-Provided network.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

5.2.1 Description (continued)

(A) Both Services, each comprised of three components, allow Customer-compatible applications and/or equipment to connect to the Company-Provided network. The three components are Ports, Access, and PVCs.

.1 Ports allow connectivity to the Company-Provided network.

.2 The Access component is available with each Port.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

5.2.1 Description (continued)

(A) (continued)

.3 PVCs provide a connection between two Ports on the network. Multiple virtual connections can be established over a single digital transmission facility and single Port.

.a NATM uses two (2) different types of PVCs called:

(i) Virtual Channel Connections (VCCs)

A VCC is an individual point-to-point virtual connection carrying one application.

(ii) Virtual Path Connections (VPCs)

VPCs provide connections between Ports. A VPC is a collection of VCCs that are routed together as one unit end-to-end through the network.

.4 Each Port and Access can communicate with multiple destinations using multiple PVC types.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (continued)

5.2.1 Description (continued)

(B) Access to SBC PremierSERV^{SM} Frame Relay and ATM Services can be made using one of the following methods provided by a Local Access Provider. For each Access facility used, one Port is required for access to the Company's network. For each Port used, the speed selected must be equal to or greater than the CIR for each PVC/VCC/VPC connected to the Port.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (Continued)

5.2.2 Permanent Virtual Circuits (PVC)

(A) A PVC is a logical path defined between two Port connections. Each PVC is assigned a CIR which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the Port and on the network. When this excess capacity exists, a data rate above the CIR may be achieved up to the Port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked by the network as being DE in the event of network congestion and will be delivered only if Bandwidth is available.

(B) PVCs are duplex (two-way) unless otherwise noted.

(C) Customer may purchase PVCs within a LATA or InterLATA (those that cross LATA boundaries).

(D) At NFR Service subscription, the CIR must be specified for each PVC ordered.

.1 CIR is only used with FRS.

.2 Peak Information Rate (PIR) and Sustained Information Rate (SIR) are terms used when referring to ATM VCC/VPC speeds. PIR applies to the CBR QoS and the UBR QoS, and SIR applies to the VBRrt QoS and the VBRnrt QoS.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (Continued)

5.2.2 Permanent Virtual Circuits (PVC) (Continued)

(E) The SBC PremierSERV^{SM} Frame Relay service will offer two types of quality of Service (QoS) PVCs:

.1 Standard

Standard QoS provides best-effort QoS over the network.

.2 Priority

The Priority PVCs category offers a better than best-effort QoS with low delay for small, fixed length packets. Example: Standard Network Available traffic.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (Continued)

5.2.2 Permanent Virtual Circuits (PVC) (Continued) N

(F) The SBC PremierSERV^{SM} ATM service offers four types of quality of service: (QoS) PVCs:

.1 Constant Bit Rate (CBR)

CBR is the highest priority traffic on the network. CBR is designed for applications that are real-time and delay-sensitive, like voice and video.

.2 Variable Bit Rate – real time (VBRrt)

VBRrt supports traffic for applications where low cell deviation is required. Such applications could include packet voice and video that can tolerate some delay.

.3 Variable Bit Rate – non real time (VBRnrt)

VBRnrt is designed for bursty traffic like e-mail, file transfer, and LAN to LAN traffic.

.4 Unspecified Bit Rate (UBR)

UBR is a "best effort" class of service for non-critical, delay-tolerant applications.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

5.2.2 Permanent Virtual Circuits (PVC) (continued)

(G) The NFR and NATM offers two backup options:

.1 Alternate Routing (always-on)

.2 Disaster Recovery (typically to a 3rd party) PVCs in the event of an outage at the Customer's primary location. The disaster recovery or alternate routing site must also be served by an active Frame Relay or ATM Port and Access. A Disaster Recovery PVC is set to a disabled mode until the Customer requests its activation due to a disaster occurrence. The Customer must contact Company to again disable the PVC upon restoration of the primary location.

.a Disaster Recovery Testing: Customers with disaster recovery connections can receive up to two tests at no extra charge. If a Customer requests that a disaster recovery connection be tested more than twice, then each additional test will be billed to the Customer using the after hour labor charge as set forth in Section 7.5 of this Tariff. T T

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (continued)

5.2.2 Permanent Virtual Circuits (PVC) (continued)

(H) The SBC PremierSERV^{SM} ATM Service offers a Frame Relay to ATM interconnection for Customers that have a combination of both network topologies. A FRATM VCC connection is required between the Frame and ATM Ports. A FRATM VCC is available as VBRnrt QoS or VBRrt QoS (Priority FRATM).

(I) Each PVC is subject to a minimum charge equal to the charge for one month's Service.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (Continued)

5.2.3 Basic Features

(A) Customers predefine the PVCs and their destinations. The Company uses this information to assign and administer the PVCs. CIR is only used with Frame Relay Service. Peak Information Rate (PIR) and Sustained Information Rate (SIR) are terms used when referring to ATM VCC/VPC speeds. PIR applies to the CBR QoS and the UBR QoS and SIR applies to the VBRrt QoS and the VBRnrt QoS.

(B) The CIR will be negotiated with each Customer at the time the Customer subscribes to the Company's Service. These rates will be based upon the CIR value of each PVC ordered by the Customer.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (Continued)

5.2.4 Application of Rates and Charges

(A) Non-recurring Charges

A non-recurring charge will be addressed for installation, change and/or expedited Service order for UNI Port Only; NNI Port Only; PVC per CIR.

(B) Monthly Recurring Charges

.1 UNI Port Only

The monthly recurring charges are applied per UNI Port based upon the UNI Port speed. The monthly recurring charges may vary according to the length of term plan agreement.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (Continued)

5.2.4 Application of Rates and Charges (Continued)

(B) Monthly Recurring Charges (Continued)

.2 Reserved for future Use

.3 NNI Port Only

The monthly recurring charges are applied per NNI Port based upon the NNI Port speed. The monthly recurring charges may vary according to the length of term plan agreement.

.4 Reserved for future use

.5 PVC Per CIR

The monthly recurring charge is applied based on the PVC type, QoS, the of access, and data transmission rate.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (Continued)

5.2.4 Application of Rates and Charges (Continued)

(C) Volume Incentive Plan (VIP) Discount for SBC PremierSERV^{SM}

Customers subscribing to any of the Company's SBC PremierSERV^{SM} Frame Relay and/or SBC PremierSERV^{SM} ATM Services will automatically receive a volume discount per master account number for all SBC PremierSERV^{SM} Frame Relay and SBC PremierSERV^{SM} ATM Service(s) associated with the Customer's master account number. This discount will be based on the Customer's total monthly billed SBC PremierSERV^{SM} Frame Relay Service revenue (intrastate and interstate) and SBC PremierSERV^{SM} ATM Service for monthly recurring charges only. This discount will be applied after any other discount(s). The discount will appear on the bill in the month in which the discount was earned. The applicable discounts are as follows:

Eligible Monthly Revenue	**Discount**
$2,000	5%
$5,000	7%
$10,000	9%
$15,000	11%
$20,000	13%

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (Continued)

5.2.4 Application of Rates and Charges (Continued)

(D) Out of Term Rates T

Rates, upon expiration of Term Plan Agreements or other contracts revert to the Out of Term rates as described in Sections 6.2 of this Tariff.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (Continued)

5.2.5 Standard Service Level Agreement (SLAs) T

(A) Standard Level SLAs

.1 The following table identifies the individual metrics and values for SBC PremierSERV^{SM} Frame Relay and ATM Service.

Metric	Value
Standard Network Availability	99.99% for any given calendar month. Calculated as the percentage of time that the Frame Relay PVCs and/or ATM VPC/VCCs are capable of accepting and delivering Customer data from Port Interface to Network Interface, including the Access, for the total time in the measurement period, which shall be any given calendar month.
Standard Time to Repair (TTR)	Within 4 hours per occurrence; 8 hours if technician dispatch is required.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (Continued)

5.2.5 Standard Service Level Agreement (SLAs) (Continued) T

(A) Standard Level SLAs (Continued)

.1 (Continued)

Metric	Value
Standard Cell/Frame Delivery Ratio	99.99% Frame Relay PVC or ATM CBR, VBRnrt, VBRrt VPC/VCC or FRATM VCC. Calculated as the percentage of Frames or cells offered (ingress) to the network that successfully egress the network from ingress Port to egress Port, edge-to-edge, within the Committed Information Rate (CIR) or Sustained Information Rate (SIR), for the total time in the measurement period, which shall be in any given calendar month.
Standard Time To Provision (TTP)	Due date shown on the Firm Order Confirmation (FOC).

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (Continued)

5.2.5 Standard Service Level Agreement (SLAs) (Continued) T

(A) Standard Level SLAs (Continued)

.1 (Continued)

Metric	Value
Standard Network Latency	All long haul Frame Relay PVCs and all long haul ATM, VBRrt, VBRnrt, VPC/VCCs and FRATM VCCs are guaranteed from ingress to egress Port, for 100 milliseconds round trip average per VPC/VCC/PVC for the total time in the measurement period, which shall be any given calendar month. All long haul CBR are guaranteed from ingress to egress Port, for 100 milliseconds round trip average per VPC/VCC/PVC for the total time in the measurement period, which shall be any given calendar month.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued) T

(A) Standard Level SLAs (continued)

.2 Standard SLA Terms and Conditions:

.a Customer is responsible for notifying Company and requesting a Standard SLA credit when a specific Standard SLA is below the guaranteed level as specified above.

.b Customer must request a Standard SLA credit within forty-five (45) calendar days from the end of the calendar month when the Standard SLA failure occurred or the date of occurrence for TTR or TTP failure.

.c The Company has thirty (30) calendar days to restore standard latency, and cell/frame delivery ratio to within the SLA committed level before the Customer is eligible for a credit. If the Company restores Service within the SLA committed level during the 30-day calendar period, the Customer will not be entitled to a credit.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued) T

(A) Standard Level SLAs (continued)

.2 Standard SLA Terms and Conditions: (continued)

.d Standard latency and cell/frame delivery ratio are measured edge-to-edge (ingress and egress port) as an average per PVC/VPC/VCC over a calendar month period.

.e Standard TTR and TTP are measured on a per occurrence basis.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued) T

(A) Standard Level SLAs (continued) (continued)

.2 Standard SLA Terms and Conditions: (continued)

.f Standard Network Availability is measured as follows:

.1 If Customer's entire network consists of Port and Access provided by Company and its affiliates at all Customer locations, then Network Availability is based on PVC/VPC/VCC, measured from Network Interface to Network Interface.

.2 If Customer purchased Port only from Company, then Network Availability is based on PVC/VPC/VCCs measured from ingress switch Port to egress switch Port.

.g Standard network availability, latency, cell/frame delivery ratio credit claims require trouble tickets to be opened during the calendar month of failure.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued) T

(A) Standard Level SLAs (continued) (continued)

.2 Standard SLA Terms and Conditions: (continued)

.h Network availability and TTR outage time are calculated only on the basis of trouble tickets reported by the Customer.

.i Company guarantees its SBC PremierSERV^{SM} Frame Relay Standard Service Level Agreements (SLAs) based on a reference packet size. The recommended Frame Relay octet (byte) count is 128 octets per frame. The Customer premises equipment controls the setting.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued) T

(A) Standard Level SLAs (continued)

.2 Standard SLA Terms and Conditions: (continued)

.j The total amount of the service credit Customer receives for any Port or PVC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCCs.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued) T

(A) Standard Level SLAs (continued)

.2 Standard SLA Terms and Conditions: (continued)

.j The total amount of the service credit Customer receives for any Port or PVC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCCs.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

5.2.5 Standard and Premium Service Level Agreement (SLAs) (continued)

(A) Standard Level SLAs (continued)

.3 The following table identifies credits to be refunded to the Customer when the data metrics as specified above exceeds the specified values.

Data Metric Exceeding Specified Value	Credit for that Portion of the Network Not in Compliance
Standard Network Availability	Upon verification by the Company that the actual monthly average network availability was below the committed level, the Customer will be eligible to receive a service credit equal to 10% of the monthly recurring charge for all affected Ports and VPC/VCC/PVCs.
Standard Cell/Frame Delivery Ratio	Upon verification by the Company that the actual average monthly cell/frame delivery ratio for a VPC/VCC/PVC was less than the committed level, the Company has a thirty (30) calendar day cure period to correct the problem. If after thirty (30) calendar days the standard cell/frame delivery ratio is still below the committed level, the Customer will be eligible to receive a service credit equal to 50% of the monthly recurring charge for the affected Ports and VPC/VCC/PVCs.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued) T

(A) Standard Level SLAs (continued)

.3 (continued)

Data Metric Exceeding Specified Value	Credit for that Portion of the Network Not in Compliance
Standard Latency	Upon verification by the Company that the actual average monthly delay for a VPC/VCC/PVC was greater than the committed level, then the Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the delay is still greater than the committed level, the Customer can request a service credit equal to 50% of the monthly recurring charge for the affected VPC/VCC/PVCs and Ports.
Standard Time To Provision (TTP)	Upon verification by the Company that the due date was missed, the Customer will be provided a service credit equal to 100% of the monthly recurring charge for all affected ports and/or PVCs.
Standard Time To Repair (TTR)	Upon Customer reporting and verification by the Company that the actual repair level was below the committed level, the Customer will be provided a service credit equal to 50% of the monthly recurring charge those Ports and/or PVCs.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued) T

(A) Standard Level SLAs (continued)

.4 Except as specifically indicated below, the following will be excluded from any determination of cell/frame delivery ratio, latency, and network availability, TTR and TTP:

.a Force majeure events; D

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.b Data lost during Company's scheduled maintenance window;

.c Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay PVCs or the Sustained Information Rate (SIR) for CBR, VBRrt, VBRnrt, VPC/VCCs or FRATM VCCs;

.d Failures attributed to facilities or equipment provided by another party of the Customer or inaccurate network specifications requested by Customer;

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued) T

(A) Standard Level SLAs (continued)

.4 (continued)

.e Access link failures; (except for network availability or TTR)

.f Customer "no access" time as defined below:

.i Customer not available;

.ii coordinated vendor meeting;

.iii abeyance on Customer request;

.iv after hours testing because no Customer daytime release; or

.v tickets referred to another party.

.g UBR Quality of Service and ATM Host Link Service are excluded from standard latency and cell/frame delivery ratio guarantees.

.h Due dates missed or rescheduled at Customer's request.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

5.2.5 Standard and Premium Service Level Agreement (SLAs) (continued)

(A) Standard Level SLAs (continued)

.5 Unless the Customer has canceled Service, the service level credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoration of the interruption of Service. If the Customer has canceled Service, the credit will be applied to the last invoice and only the excess over the amount due will be refunded to the Customer. In no event will the total of the service level credit and the service outage credit exceed the monthly recurring charge for the Port(s) or applicable VPC/VCC/PVC(s).

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued) T

(B) Reserved for future use. T

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (Continued)

5.2.6 Quality Standards

SBC PremierSERV^{SM} Frame Relay and ATM Service comply with both the ITU and ANSI standards.

5.2.7 SBC PremierSERV^{SM} Frame Relay to ATM Interworking (FRATM)

SBC PremierSERV^{SM} Frame Relay to ATM Interworking (FRATM) allows customers with existing Frame Relay networks, an easy migration to the ATM network, while maintaining existing Frame Relay locations. It also allows customers to have a cost effective network solution allowing the integration of many remote low speed sites to communicate with a larger service center ATM site, usually a data center.

Pricing of the Permanent Virtual Circuits (PVCs), between a Frame Relay location and an ATM location, will be accomplished through the use of a FRATM VCC.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Domestic ATM/Cell Relay Service

Domestic ATM/Cell Relay Service is a high speed digital data Service utilizing cell-switching technology. Access speeds range from DS1 (1.544 Mbps) to OC12 (622 Mbps). Intrastate ATM/Cell Relay Service will be provided on an individual case basis.

Effective January 1, 2003, Domestic ATM/Cell Relay Service offered in Section 5.3 of this Tariff is limited to existing locations for existing Customers. After January 1, 2003, the Domestic ATM/Cell Relay Service offered in Section 5.3 of this Tariff will no longer be available to new Customers and will not be available to existing Customers at new locations. Moves within the same building and the addition of PVCs, purchased from this Section 5.1 of the Tariff and assigned to existing locations, will be allowed until the Customer's Term Plan Agreement expires. Any other changes to the Service arrangements provided under Term Plan Agreements will require the Customer to convert to SBC PremierSERV^{SM} ATM Service-offered in Section 5.2 of this Tariff. Existing Customers may purchase SBC PremierSERV^{SM} ATM Service offered in Section 5.2 in addition to their existing ATM/Cell Relay Service. After January 1, 2003, any changes to Service provided on an out of term basis, including but not limited to moves within the same building and the addition of PVCs, will require the Customer to convert to SBC PremierSERV^{SM} ATM Service offered in Section 5.2 of this Tariff. T T

5.4 Reserved for future use

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services

5.5.1 Primary Rate Interface - Integrated Services Digital Network

(A) General Description

PRI-ISDN provides high-speed end-to-end digital service with out-of-band signaling. Service is available to Business Customers with a 1-year, 3-year or 5-year term plan agreement. Each PRI-ISDN utilizes a 1.544 Mbps facility and is assigned a PRI-Port to carry Company-Provided dedicated voice services, either dedicated toll free services and/or dedicated outbound (1+) services. Company-Provided dedicated toll free and dedicated outbound (1+) services are separately offered services and their charges are not included in the PRI-ISDN rates and charges.

PRI-ISDN conforms to both the ANSI PRI-ISDN standard and Northern Telecom PRI Specifications Number NIS-A211-4. ISDN uses a set of technical protocols jointly developed by the ITU to traverse the DS1 access using Q.931 signaling protocol. Generally supported protocol variants are NTNAPRI, U449PRI, U459PRI, N449PRI, NTNAPRI V1 NIL, NTNAPRI V1 SL1PROFL and N449PRI V1 NIL. For select applications and locations, the acceptable protocol variants may be limited.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(A) General Description (continued)

A principal PRI Service consists of up to twenty-three 64 Kbps digital B-Channels and one 64 Kbps digital D-Channel. Subsequent, subordinate PRI Service may consist of up to twenty-four 64 Kbps digital B-Channels. Only one trunk group may be provisioned per active D-Channel. The DS1 Local Access facility must be established with Bipolar 8 Zero Substitution and Extended Super-Frame Format for Clear Channel capacity.

One D-Channel is utilized to provide out-of-band signaling for the entire PRI trunk group. One D-Channel may provide signaling for up to 479 B-Channels (maximum of 20 DS1s) for voice trunking. A maximum of 23 B-Channels (equivalent to one DS1) may be combined through Bonding for the purposes of broadband applications such as video and other CSD applications. A Backup D-Channel Option is available which provides a second D-Channel associated within a PRI trunk group in the event that the principal D-Channel fails. The Backup D-Channel Option is a D-Channel in standby and cannot be used as a B-Channel.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(A) General Description (continued)

One PRI Port is required for each DS1 access in order to utilize the ISDN features, functions, and Services. This PRI Port is the network interconnection providing the ISDN functionality at the Company-Provided POP. A PRI Port is capable of supporting twenty-four Channels carrying ISDN Services. The initial PRI Port or principal PRI Service must be configured to have one D-Channel. Multiple PRI-Ports may share an active D-Channel which controls the single voice trunk group of B-Channels (up to 479).

PRI ISDN Local Access provides a path between the Customer's Premises/Customer's equipment and the Company-designated POP. The PRI ISDN Local Access facility has a Bandwidth capacity of 1.544 Mbps. PRI ISDN Local Access typically consists of two Channel terminations at the Circuit's ends and mileage computed by the V&H coordinates of the Customer's serving Wire Center and the Company-Provided POP. The PRI ISDN Local Access facility is provided by a Local Access Provider. If requested by the Customer, the Company will act as the Customer's agent for obtaining the required Local Access. Third-party Local Access facilities are offered at a pass-through rate. The Company will act as the Customer's agent for payment of Local Access charges to the Local Access Provider.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(A) General Description (continued)

PRI ISDN will support Company dedicated Toll-Free Service, dedicated outbound (1+) Service, or both, on a single trunk group. The Customer must specify which of the available Services or combination of Services are to be carried on the PRI B-Channels at the time PRI ISDN is ordered. The active D-Channel carries the signaling, control, and user data associated with the corresponding B-Channels.

Only CPE which is compatible with the Company's PRI ISDN network specifications can be connected to the network. PRI ISDN is not available to Customers with Plexar services.

CSD: Under limited, qualified circumstances, PRI-ISDN will support Company CSD Services as outbound (1+) service. When PRI-ISDN is used to support CSD, the PRI-ISDN Circuit supports only dedicated outbound (1+) voice and data service within a single trunk-group. Company will bill CSD calls in minute increments, unless otherwise stated in the Service description of Customer's calling plan. Each B-Channel equivalent will be itemized and rated accordingly. Company dedicated toll-free service cannot be configured on the same PRI-ISDN Circuit as CSD. CSD is available on an ICB basis only.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(A) General Description (continued)

CSD Customers must meet the following criteria:

.a) A minimum of six (6) Dedicated Access lines of SBC Long Distance Services (DVA or PRI), not necessarily solely for CSD Service;
.b) High volume calling plans with term commitment and MAC;
.c) ISDN lines installed at each location where CSD will be provided; and
.d) Compatible CPE which supports CSD for both voice and data.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(B) Configurations, Options, and Features

.1 Standard PRI ISDN Port

.a 23B-Channels and 1D-Channel (initial or principal)

.b 24B-Channels (subordinate only)

.c 23B-Channels and 1 backup D-Channel (subordinate, if Backup D-Channel Option is requested)

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(B) Configurations, Options, and Features

.2 Backup D-Channel Option

The Backup D-Channel Option allows the Customer to have a second D-Channel associated with a PRI ISDN trunk group. The Backup D-Channel Option provides a standby control Channel for ISDN signaling between the Customer location and the network. This provides protection should there be a failure in the active D-Channel. Backup D-Channel is provisioned through the use of a second "23B + 1D" configured PRI ISDN Port and Local Access Circuit. Performance on the second (or standby) D-Channel is identical to the principal (or active) D-Channel. With the Backup D-Channel Option, only one of the D-Channels is in the active state (processing signaling messages) and the other is in the standby state. If the active D-Channel fails, then the standby D-Channel will be activated. When the standby D-channel becomes activated, any calls that are in progress and being carried over subordinate PRI ISDN Ports within the PRI ISDN trunk group are sustained.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(C) Monthly Recurring Charges

Fixed monthly charges apply. The MRCs vary according to the length of the term plan agreement.

(D) Ancillary/Administrative Charges

.1 PRI ISDN Installation Charges

Installation charges are non-recurring charges and vary based on the length of the term plan agreement. Installations charges are applicable when establishing new PRI-ISDN Circuits.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(D) Ancillary/Administrative Charges (continued)

.2 PRI ISDN Port Redesign Charges

A redesign charge will apply whenever the Customer makes a request that requires the reconfiguration of a PRI ISDN Port. Examples of these types of requests include but are not limited to:

- Re-establishing or rearranging B-Channels or D-Channels
- Adding or removing a backup D-Channel
- Adding, removing or reconfiguring Company-Provided dedicated outbound (1+) Services or dedicated Toll Free Services associated with a PRI ISDN Port

The term plan commitment restarts upon redesign of PRI ISDN Service. A PRI ISDN Port Redesign Charge applies in lieu of the PRI ISDN Installation Charge.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(D) Ancillary/Administrative Charges (continued)

.3 Termination Liability Charges

The Termination Liability Charge described in Section 2.26.2 of this Tariff applies if the Customer cancels PRI ISDN Service prior to the expiration of the term plan agreement.

(E) Service Upgrades

An upgrade of Service is defined as an agreement to a term of equal or longer length, and the term is re-initiated. The MRCs associated with PRI ISDN Ports are eligible for the VIP discount in Section 3.5.4 of this Tariff. Any eligible PRI Port charges are cumulative with any eligible Private Line Services charges associated with the Customer's master account number towards a VIP discount defined in the Data Private Line Services Section, Section 3.5.4 of this Tariff. The Customer need not subscribe to Private Line Service to be eligible for discount. The Customer must meet only the defined spending threshold to qualify for VIP discount.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(F) Service Level Credits

The following table identifies the individual metrics and values for PRI ISDN Service:

Metric	Value
Network Availability	99.9% in any month
Mean Time to Repair	6 hours

To obtain a service level credit, the Customer must report the service problem to the Company's Customer Care Department or other location designated by the Company.

Unless the Customer has canceled Service, the service level credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has canceled Service, the credit will be applied to the last invoice and only the excess over the amount due will be refunded to the Customer. In no event will the total of the service level credit and the service outage credit exceed the monthly recurring charge for the PRI ISDN Port.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(G) VIP Discount

Customers subscribing to any of the Company's intrastate PRI-ISDN Services will automatically receive a volume discount per master account number for all PRI-ISDN Service(s) Ports associated with the Customer's master account number. See Section 3.5.4 of this Tariff for details regarding the discount plan.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.6 Out-of-Service Credits

5.6.1 General

(A) Following the start of service date, if a Customer reports interruption of Service, the Customer may initiate a claim for an out-of-service credit. Tests, MTTR, and Automatic Error Correction may be eligible for out-of-service credits.

(B) Unless the Customer has cancelled Service, the credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has cancelled Service, the credit will be applied to the last invoice. Any excess over the amount due will be refunded to the Customer.

(C) In any given billing month, the total amount of out-of-service credits cannot exceed 100% of the applicable monthly recurring charge(s) per affected Service.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.6 Out-of-Service Credits (continued)

5.6.2 Interruption of Service

(A) An out-of-service credit allowance is available to a Customer for interrupted Service. Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer because of a failure in Company-Provided facilities, a failure in Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access, or if the protective controls applied by the Company result in the complete loss of Service by the Customer.

An interruption period starts when inoperative Service is reported to the Company and the Service is released to the Company or Company-designated Third Party Vendor for testing and repair. An interruption period ends when Service is operative and released to the Customer, and the Customer has accepted Service. If the Customer cannot be contacted for notification that the Service is operative within four (4) hours after restoration of Service, then no claim applies once Service is restored.

Regardless of the number of Service interruptions within a billing period, credits for interrupted Service will not exceed 100% of the monthly rates of the affected Service that the Customer would have otherwise paid.

(B) An out-of-service credit will not be given to a Customer if the interruption in Service is due to the negligence of the Customer or exogenous factors (outside the Company's or Third Party Vendor's control).

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.6 Out-of-Service Credits (continued)

5.6.2 Interruption of Service (continued)

(C) In order to permit the Company to make tests and adjustments appropriate for the maintenance of services within satisfactory operating parameters, Specialized Communications Services provided herein shall be available to the Company at times mutually agreed upon between the Company and the Customer. Tests and adjustments shall be completed within a reasonable time. No out-of-service credit will be allowed for any interruptions involved during such tests and adjustments.

(D) The allowance for the period of interruption per affected Service is defined in Section 5.6.3 of this Tariff.

(E) Outages must be determined by the Company to be in Company-Provided facilities or Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.6 Out-of-Service Credits (continued)

5.6.3 Credit Allowances

(A) Specialized Communications Services

For Specialized Communications Services, except for PRI ISDN Service, the credit allowance is equal to 1/1440 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges. For PRI ISDN Service, the credit allowance is equal to 1/60 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

(B) Miscellaneous Installation Service Credits

An installation service credit equal to 20% of the installation charge will be granted for each day missed if the Company fails to meet the service order due date without cause or notice of mutual consent with the Customer. Credits are not to exceed the full non-recurring or installation charges. An exception to an installation service credit is service orders with an expedite status, where the requested due date is missed but the normal due date interval is met. Expedites are met on "a best effort" basis. Order expedite charges apply when a Customer requests a circuit due date that is earlier than the standard provisioning interval.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.6 Out-of-Service Credits (continued)

5.6.3 Credit Allowances (continued)

(C) Additional Labor Charge Credit

If the date and time for an event which triggers additional labor charges is missed without cause or notice of mutual consent of the Customer, then additional labor charges for the event will not be charged. If these additional labor charges were charged in advance, they will be credited on the Customer's next month's bill.

(D) Special Construction

There are no credits for special construction or other incurred non-recoverable costs.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack

5.7.1 General Description

(A) DVA 6-Pack and DVA 12-Pack provide a path between the Customer's Integrated Access (IA) hub and the Company-designated POP. The access facility has the bandwidth capacity of 384 Kbps or 768 Kbps, respectively, utilizing in-band signaling, B8ZS and Extended Super Frame Format. The portion of the access before the IA hub is the Customer's responsibility.

(B) DVA 6-Pack and 12-Pack may be offered in combination with Local Exchange Carrier Integrated Access Services. DVA 6-Pack and 12-Pack Service provides fixed sized (fractional DS1 bandwidth) digital transport for DVA. The Service is channelized digital Service connecting designated Integrated Access hubs to the Company POP. Outbound and toll free services utilizing Dedicated Access can be configured into trunk groups of fixed Bandwidths – 384 Kbps or 768 Kbps. The Service includes appropriate multiplexing onto shared access facilities at designated hub locations. The Circuit is not mileage sensitive from designated hub locations.

.1 DVA 6-Pack – Dedicated Access of 384 Kbps Bandwidth that provides a path between the Customer's IA hub or equipment and the Company-designated POP. 384 Kbps Bandwidth is equivalent to 6-DS0s. DVA 6-Packs can handle up to six simultaneous calls. The Bandwidth may be dedicated and groomed onto larger shared Bandwidth facilities.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.1 General Description (continued)

(B) (continued)

.2 DVA 12-Pack – Dedicated Access of 768 Kbps Bandwidth that provides a path between the Customer's IA hub or equipment and the Company-designated POP. 768 Kbps Bandwidth is equivalent to 12-DS0s. DVA 12-Packs can handle up to twelve simultaneous calls. The Bandwidth may be dedicated and groomed onto larger shared Bandwidth facilities.

(C) DVA DS1 and DVA DS3 provides a path between the Customer's Premises/Customer's equipment and the Company-designated POP. The access facility has Bandwidth capacity of either 1.544 Mbps or 44.736 Mbps utilizing in-band signaling. Typical configuration (network design) consists of two Channel terminations at the Circuit's ends and mileage computed by V&H coordinates between the Customer’s serving Wire Center and the Company-Provided POP. A Local Access Provider provides the access facility. If requested by the Customer, the Company will act as the Customer's agent for obtaining the required access facility, coordinate turn-up of services, and provide billing. Third-party access facilities are offered at a pass-through rate.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.1 General Description (continued)

(C) (continued)

.1 DVA DS1 – Dedicated Access of 1.544 Mbps Bandwidth that provides a path between the Customer's premises/equipment and the Company-designated POP. 1.544 Mbps is equivalent to 24-DS0s. DVA DS1 can be configured to handle up to twenty-three (23) or twenty-four (24) simultaneous calls.

.2 DVA DS3 – Dedicated Access of 44.736 Mbps bandwidth that provides a path between the Customer's premises/equipment and the Company-designated POP. 44.736 Mbps is equivalent to 672-DS0. DVA DS3 can be configured to handle up to 672 simultaneous calls.

(D) Designated IA Hubs - The Company will provide a list of IA hub locations available under these Service offerings. At these designated IA hubs, the Company will provide appropriate Carrier Facility Assignment/ Connecting Facilities Arrangement (CFA) necessary to assign the appropriate channels to provide voice trunking service. The Channel assignments aggregate onto access facilities directly ported to the long-distance Switched Services network.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.1 General Description (continued)

(E) If the Customer desires a DVA 6-Pack or 12-Pack at a non-qualified hub location, the Circuit charges will be evaluated on an ICB basis.

(F) Rates, term, and conditions of Local Access Provider may apply in accordance with that Local Access Provider's tariffs, terms, and conditions.

(G) DVA DS1 Service is available on a monthly basis or a signed term plan agreement of one (1), three (3), or five (5) years. DVA DS3 Service, DVA 12-Pack, and DVA 6-Pack are available under signed term plan agreements of one (1), three (3), or five (5) years.

(H) The Company reserves the right to not provide DVA 6-Pack or DVA 12-Pack Circuits to specific qualified or non-qualified hub locations.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.2 Configurations, Options, and Features

(A) One (1) DVA 6-Pack is required for each 384 Kbps access to the Switched Services network. Each 384 Kbps access can support up-to six (6) simultaneous voice calls within a trunk-group.

(B) One (1) DVA 12-Pack provides 768 Kbps access to the Switched Services network. Each 768 Kbps access can support up-to twelve (12) simultaneous voice calls. One (1) DVA 12-Pack may be configured into either one or two (equal) trunk groups.

(C) DVA 6-Pack and 12-Pack Circuits aggregate onto shared facilities between designated hubs-to-POP. These Circuits are inclusive of Channel terminations, cross-connects, multiplexing, and associated mileage necessary to create the Circuit.

(D) One (1) DVA DS1 can be configured to handle up to twenty-three (23) or twenty-four (24) simultaneous calls. One (1) DVA DS3 can be configured to handle up to 672 simultaneous calls. Both outbound and toll free services utilizing Dedicated Access may be configured onto a single or several trunk groups, but no more than four (4) trunk-groups are allowed per DS1 Bandwidth.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.2 Configurations, Options, and Features (continued)

(E) The Customer must specify which of the available services or combination of services are to be carried. Only CPE which is compatible with the Company's network specifications can be connected to the network.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.3 Monthly Recurring Charges

(A) A Local Access Provider provides DVA DS1 and DVA DS3 access facility. Third party access facilities are offered at a pass-through rate, based upon configuration, Bandwidth, and term.

(B) DVA 6-Pack and DVA 12-Packs access facility from designated hub locations to Company POPs have fixed monthly charges. The monthly recurring charges (MRC) vary according to Bandwidth and length of the term plan agreement. The portion of the access before the IA hub is the Customer's responsibility. The Company will coordinate turn-up of services and bill for the its portion of the access and associated HVCP. The Circuit is not mileage sensitive from designated hub locations. The Circuit includes appropriate multiplexing at designated hub locations.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.4 Ancillary/Administrative Charges

(A) DVA Installation Charges

.1 Installation charges are non-recurring charges and vary based on Bandwidth and the length of the term commitment.

.2 Installation charges of third-party access facilities are offered at pass-through rates. Third Party charges vary based on configuration, Bandwidth, and term commitment.

(B) DVA Redesign Charges

.1 A redesign charge will apply whenever the Customer makes a request that requires the reconfiguration of DVA. Examples of these types of requests include but are not limited to:

.a Re-establishing or rearranging trunk-groups.

.b Adding, removing or reconfiguring Company-Provided dedicated outbound (1+) services or dedicated toll free services associated with DVA.

(C) The term plan commitment restarts upon redesign of DVA 6-Pack or 12-Pack Service. DVA Redesign Charge applies in lieu of the Installation Charge. Rates vary based on the length of the term commitment.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.5 Termination Liability Charges

The Termination Liability Charge described in Section 2.26.2 of this Tariff applies if the Customer cancels DVA 6-Pack or DVA 12-Pack Service prior to the expiration of the term plan agreement.

5.7.6 Service Upgrades

An upgrade of Service is defined as an agreement to extend existing service to a term of equal or longer length, and the term is re-initiated.

The MRCs associated with DVA 6-Pack and DVA 12-Pack are eligible for the VIP discount in Section 3.5.4 of this Tariff. Any eligible DVA 6-Pack or 12-Pack charge is cumulative with any eligible Private Line Services and/or PRI-Port charges associated with Customer's master account number. Customer need not subscribe to Private Line and/or PRI-Port Service to be eligible for discount. Customer must meet only the defined spending threshold to qualify for VIP discount.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.7 Service Level Credits

The following table identifies the individual metrics and values for DVA 6-Pack and DVA 12-Pack Service:

Metric	Value
Network Availability	99.9% in any month
Time to Repair	6 hours

To obtain a service level credit, the Customer must report the service problem to the Company's Customer Care Department or other location designated by the Company. Unless the Customer has canceled Service, the service level credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoration of the interruption of Service. If the Customer has canceled Service, the credit will be applied to the last invoice and only the excess over the amount due will be refunded to the Customer. In no event will the total of the service level credit and the service outage credit exceed the monthly recurring charge for the DVA.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.8 Specialized Communications Services

For Specialized Communications Services, except for PRI ISDN and/or DVA 6 Pack/DVA 12-Pack Service, the credit allowance is equal to 1/1440 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

For PRI ISDN and/or DVA 6 Pack/DVA 12-Pack, the credit allowance is equal to 1/60 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Domestic Frame Relay Service

6.1.1 FRS UNI Port Termination - Per Port

(A) DSO

Port Speed	Monthly Recurring Charges			One Time Charge*
	1 Year	3 Year	5 Year	
56/64 Kbps	$273	$261	$243	$350

* One Time Charge does not apply with 5 Year Term.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Domestic Frame Relay Service (continued)

6.1.1 FRS UNI Port Termination - Per Port (continued)

(B) DS1/Fractional DS1

Port Speed	Monthly Recurring Charges			One Time Charge*
	1 Year	3 Year	5 Year	
128 Kbps	$491	$471	$437	$350
192 Kbps	$591	$567	$549	$350
256 Kbps	$709	$680	$632	$350
320 Kbps	$815	$782	$756	$350
384 Kbps	$893	$857	$796	$350
448 Kbps	$1,011	$969	$938	$350
512 Kbps	$1,101	$1,056	$981	$350
576 Kbps	$1,191	$1,142	$1,105	$350

*One Time Charge does not apply with 5 Year Term.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Domestic Frame Relay Service (continued)

6.1.1 FRS UNI Port Termination - Per Port (continued)

(B) DS1/Fractional DS1 (continued)

Port Speed	Monthly Recurring Charges			One Time Charge*
	1 Year	3 Year	5 Year	
640 Kbps	$1,269	$1,217	$1,178	$350
704 Kbps	$1,323	$1,269	$1,228	$350
768 Kbps	$1,357	$1,301	$1,209	$350
1024 Kbps	$1,853	$1,777	$1,651	$350
1536 Kbps	$2,370	$2,272	$2,111	$350

* One Time Charge does not apply with 5 Year Term.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Domestic Frame Relay Service (continued)

6.1.2 FRS NNI Access Gateway - Cumulative CIR Per Customer Site

Allocated Bandwidth	Monthly Recurring Charges	One Time Charges **
4 to 16 Kbps	$35	$0
17 to 32 Kbps	$45	$0
33 to 48 Kbps	$52	$0
49 to 64 Kbps	$60	$0
65 to 128 Kbps	$89	$0
129 to 192 Kbps	$130	$0
193 to 256 Kbps	$144	$0
257 to 320 Kbps	$162	$0
321 to 384 Kbps	$179	$0
385 to 448 Kbps	$204	$0
449 to 512 Kbps	$229	$0

** Charged only once per Customer site for Access Gateway set-up.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Domestic Frame Relay Service (continued)

6.1.2 FRS NNI Access Gateway - Cumulative CIR Per Customer Site (continued)

Allocated Bandwidth	Monthly Recurring Charges	One Time Charges**
513 to 576 Kbps	$254	$0
577 to 640 Kbps	$279	$0
641 to 704 Kbps	$304	$0
705 to 768 Kbps	$327	$0
769 to 832 Kbps	$352	$0
833 to 896 Kbps	$377	$0
897 to 960 Kbps	$402	$0
961 to 1024 Kbps	$427	$0
1.025 to 2 Mbps	$475	$0
Each Add'l Mbps Over 2 Mbps***	$475	$0

**Charged only once per Customer site for Access Gateway set-up.
***Portions of Mbps over 2 Mbps will be charged the corresponding portion of the 1.025 to 2 Mbps charge.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Domestic Frame Relay Service (continued)

6.1.3 PVCs - Duplex

CIR/PVC	Monthly Recurring Charges	One Time Charges
4 Kbps	$16	$0
8 Kbps	$16	$0
16 Kbps	$16	$0
32 Kbps	$31	$0
48 Kbps	$46	$0
64 Kbps	$63	$0
128 Kbps	$125	$0
192 Kbps	$190	$0
256 Kbps	$251	$0
320 Kbps	$315	$0
384 Kbps	$375	$0
448 Kbps	$440	$0

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Domestic Frame Relay Service (continued)

6.1.3 PVCs - Duplex (continued)

CIR/PVC	Monthly Recurring Charges	One Time Charges
512 Kbps	$500	$0
576 Kbps	$565	$0
640 Kbps	$625	$0
704 Kbps	$690	$0
768 Kbps	$750	$0
832 Kbps	$815	$0
896 Kbps	$875	$0
960 Kbps	$940	$0
1024 Kbps	$1,000	$0

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.1 Domestic Frame Relay Service (continued)

6.1.4 Ancillary/Administrative Charges

Rate Element	Charge
FRS Configuration Change Charge	$50
FRS Port Order Change Charge	$100
PVC Order Change Charge	$50
Service Order Cancellation Charge	$250

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM)

6.2.1 Frame Relay Port Rates

	Out of Term		1 Year Term		2 Year Term	
Product/Service	**MRC**	**NRC**	**MRC**	**NRC**	**MRC**	**NRC**
DS0 UNI Ports						
56K	$396	N/A	$328	$350	$324	$0
64K	$396	N/A	$328	$350	$324	$0
Fractional DS1 UNI Ports						
128K	$852	N/A	$776	$400	$748	$0
256K	$1,132	N/A	$1,040	$400	$996	$0
384K	$1,545	N/A	$1,420	$400	$1,350	$0
512K	$1,650	N/A	$1,515	$400	$1,450	$0
768K	$1,795	N/A	$1,650	$400	$1,575	$0
DS1 UNI Ports						
1.536 Mbps	$2,730	N/A	$2,505	$450	$2,400	$0
2 DS1s 3.0 Mbps	$4,175	N/A	$4,010	$1,200	$3,840	$0
3 DS1s 4.5 Mbps	$5,205	N/A	$4,990	$1,200	$4,785	$0
4 DS1s 6.0 Mbps	$6,085	N/A	$5,840	$1,200	$5,595	$0
5 DS1s 7.6 Mbps	$6,870	N/A	$6,595	$1,200	$6,320	$0
6 DS1s 9.1 Mbps	$7,585	N/A	$7,280	$1,200	$6,975	$0
7 DS1s 10.6 Mbps	$8,245	N/A	$7,920	$1,200	$7,585	$0
8 DS1s 12.1 Mbps	$8,865	N/A	$8,510	$1,200	$8,160	$0
DS3 UNI Ports						N
40 Mbps	$10,027.50 I	N/A	$9,475	$1,000	$8,425	$0

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (continued)

6.2.1 Frame Relay Port Rates (continued)

	Out of Term		1 Year Term		2 Year Term	
Product/Service	**MRC**	**NRC**	**MRC**	**NRC**	**MRC**	**NRC**
DS1 NNI Ports						
1.536 Mbps	$2,730	N/A	$2,505	$450	$2,400	$0
DS3 NNI Ports						
40 Mbps	$10,027.50 I	N/A	$9,475	$1,000	$8,425	$0

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 SBC PremierSERV^{SM} Frame Relay Service (NFR) and SBC PremierSERV^{SM} ATM Service (NATM) (continued)

6.2.1 Frame Relay Port Rates (continued)

	3 Year Term		5 Year Term	
Product/Service	**MRC**	**NRC**	**MRC**	**NRC**
DS0 UNI Ports				
56K	$312	$0	$288	$0
64K	$312	$0	$288	$0
Fractional DS1 UNI Ports				
128K	$716	$0	$700	$0
256K	$952	$0	$932	$0
384K	$1,300	$0	$1,270	$0
512K	$1,390	$0	$1,360	$0
768K	$1,510	$0	$1,475	$0
DS1 UNI Ports				
1.536 Mbps	$2,295	$0	$2,240	$0
2 DS1s 3.0 Mbps	$3,675	$0	$3,590	$0
3 DS1s 4.5 Mbps	$4,575	$0	$4,475	$0
4 DS1s 6.0 Mbps	$5,355	$0	$5,235	$0
5 DS1s 7.6 Mbps	$6,045	$0	$5,905	$0
6 DS1s 9.1 Mbps	$6,675	$0	$6,520	$0
7 DS1s 10.6 Mbps	$7,255	$0	$7,090	$0
8 DS1s 12.1 Mbps	$7,805	$0	$7,625	$0
DS3 UNI Ports				N
40 Mbps	$7,275	$0	$6,125	$0

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

6.2.1 Frame Relay Port Rates (continued)

	3 Year Term		5 Year Term	
Product/Service	**MRC**	**NRC**	**MRC**	**NRC**
DS1 NNI Ports				
1.536 Mbps	$2,295 R	$0	$2,240 R	$0
DS3 NNI Ports				
40 Mbps	$7,275 I	$0	$6,125 I	$0

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

6.2.2 Frame Relay IntraLATA PVC Rates

CIR Speed (K)	MRCs						NRC
	Standard Quality of Service		Alternate Routing Quality of Service		Disaster Recovery Quality of Service		
	Standard	Priority	Standard	Priority	Standard	Priority	
8	$6	$10	$4	$8	$2	$6	$30
16	$8	$12	$6	$10	$4	$8	$30
32	$10	$14	$8	$12	$6	$8	$30
48	$12	$16	$10	$14	$6	$8	$30
56	$14	$18	$12	$18	$8	$10	$30
64	$16	$20	$14	$20	$8	$12	$30
128	$18	$28	$16	$22	$10	$14	$30
192	$20	$30	$18	$26	$10	$16	$30
256	$22	$34	$18	$28	$12	$16	$30
320	$24	$36	$20	$30	$12	$18	$30
384	$28	$42	$24	$36	$14	$22	$30
448	$32	$48	$28	$40	$16	$24	$30
512	$36	$54	$30	$46	$18	$28	$30
576	$44	$66	$38	$56	$22	$34	$30
640	$48	$72	$40	$62	$24	$36	$30
704	$54	$80	$46	$68	$26	$40	$30

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

6.2.2 Frame Relay IntraLATA PVC Rates (continued)

CIR Speed (K)	MRCs						NRC
	Standard Quality of Service		Alternate Routing Quality of Service		Disaster Recovery Quality of Service		
	Standard	Priority	Standard	Priority	Standard	Priority	
768	$56	$84	$48	$72	$28	$42	$30
832	$58	$88	$50	$74	$30	$44	$30
896	$62	$92	$52	$78	$30	$46	$30
960	$64	$96	$54	$80	$32	$48	$30
1000	$64	$98	$56	$82	$32	$48	$30
1024	$66	$98	$56	$84	$32	$50	$30
1536	$84	$124	$70	$106	$42	$62	$30
2000	$96	$146	$82	$124	$48	$72	$30
3000	$122	$184	$104	$156	$62	$92	$30
4000	$144	$216	$122	$184	$72	$108	$30
5000	$164	$246	$140	$210	$82	$124	$30
6000	$182	$274	$154	$232	$92	$136	$30
7000	$200	$298	$170	$254	$100	$150	$30
8000	$214	$322	$182	$274	$108	$162	$30
9000	$230	$346	$196	$294	$116	$172	$30
10000	$244	$366	$208	$312	$122	$184	$30

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

6.2.2 Frame Relay IntraLATA PVC Rates (continued)

CIR Speed (K)	MRCs						NRC
	Standard		Alternate Routing		Disaster Recovery		
	Quality of Service		Quality of Service		Quality of Service		
	Standard	Priority	Standard	Priority	Standard	Priority	
11000	$258	$388	$220	$330	$130	$194	$30
12000	$272	$408	$230	$346	$136	$204	$30
13000	$284	$426	$242	$362	$142	$214	$30
14000	$296	$444	$252	$378	$148	$222	$30
15000	$308	$462	$262	$394	$154	$232	$30
16000	$320	$480	$272	$408	$160	$240	$30
17000	$332	$498	$282	$422	$168	$248	$30
18000	$342	$514	$292	$436	$172	$258	$30
19000	$354	$530	$300	$450	$176	$266	$30
20000	$364	$546	$310	$464	$182	$274	$30
25000	$414	$620	$352	$528	$206	$310	$30
30000	$460	$690	$414	$620	$230	$344	$30
35000	$502	$754	$452	$678	$252	$376	$30
40000	$542	$814	$516	$774	$272	$406	$30

The NRC is waived when PVC is ordered as part of a 2, 3 or 5-year term plan agreement.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

6.2.3 Frame Relay InterLATA PVC Rate Table

CIR Speed (K)	MRCs						NRC
	Standard Quality of Service		Alternate Routing Quality of Service		Disaster Recovery Quality of Service		
	Standard	Priority	Standard	Priority	Standard	Priority	
8	$29	$43	$24	$37	$14	$22	$60
16	$52	$77	$43	$65	$25	$38	$60
32	$100	$150	$85	$127	$50	$74	$60
48	$127	$191	$108	$162	$64	$95	$60
56	$144	$216	$122	$184	$72	$108	$60
64	$152	$229	$130	$194	$77	$114	$60
128	$266	$400	$227	$340	$133	$200	$60
192	$380	$571	$323	$485	$191	$286	$60
256	$500	$751	$425	$638	$251	$376	$60
320	$612	$919	$521	$781	$306	$460	$60
384	$792	$1,188	$673	$1,010	$396	$594	$60
448	$945	$1,417	$804	$1,204	$472	$708	$60
512	$1,056	$1,583	$897	$1,345	$528	$791	$60
576	$1,163	$1,746	$988	$1,484	$582	$872	$60
640	$1,270	$1,904	$1,079	$1,618	$634	$952	$60
704	$1,375	$2,061	$1,168	$1,751	$687	$1,030	$60

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

6.2.3 Frame Relay InterLATA PVC Rate Table (continued)

CIR Speed (K)	MRCs						NRC
	Standard Quality of Service		Alternate Routing Quality of Service		Disaster Recovery Quality of Service		
	Standard	Priority	Standard	Priority	Standard	Priority	
768	$1,540	$2,310	$1,309	$1,964	$770	$1,155	$60
832	$1,578	$2,367	$1,341	$2,012	$790	$1,184	$60
896	$1,679	$2,517	$1,427	$2,139	$839	$1,259	$60
960	$1,777	$2,666	$1,511	$2,265	$889	$1,333	$60
1000	$1,838	$2,758	$1,562	$2,344	$920	$1,379	$60
1024	$1,875	$2,813	$1,593	$2,390	$938	$1,406	$60
1536	$2,310	$3,465	$1,964	$2,946	$1,155	$1,733	$60
2000	$2,333	$3,499	$1,983	$2,975	$1,166	$1,750	$60
3000	$3,265	$4,898	$2,776	$4,163	$1,633	$2,449	$60
4000	$4,145	$6,217	$3,523	$5,285	$2,072	$3,109	$60
5000	$4,987	$7,481	$4,239	$6,359	$2,494	$3,741	$60
6000	$5,801	$8,702	$4,931	$7,397	$2,901	$4,351	$60
7000	$6,592	$9,889	$5,604	$8,405	$3,296	$4,944	$60
8000	$7,364	$11,047	$6,260	$9,390	$3,682	$5,523	$60
9000	$8,120	$12,180	$6,902	$10,353	$4,060	$6,090	$60
10000	$8,861	$13,292	$7,532	$11,298	$4,431	$6,646	$60

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

6.2.3 Frame Relay InterLATA PVC Rate Table (continued)

CIR Speed (K)	MRCs						NRC
	Standard Quality of Service		Alternate Routing Quality of Service		Disaster Recovery Quality of Service		
	Standard	Priority	Standard	Priority	Standard	Priority	
11000	$9,590	$14,385	$8,151	$12,227	$4,795	$7,192	$60
12000	$10,307	$15,461	$8,761	$13,142	$5,154	$7,731	$60
13000	$11,015	$16,522	$9,363	$14,044	$5,507	$8,261	$60
14000	$11,713	$17,569	$9,956	$14,934	$5,856	$8,785	$60
15000	$12,402	$18,604	$10,542	$15,813	$6,201	$9,302	$60
16000	$13,084	$19,626	$11,122	$16,682	$6,542	$9,813	$60
17000	$13,759	$20,638	$11,695	$17,543	$6,879	$10,319	$60
18000	$14,427	$21,640	$12,263	$18,394	$7,213	$10,820	$60
19000	$15,088	$22,632	$12,825	$19,237	$7,544	$11,316	$60
20000	$17,050	$25,575	$14,493	$21,739	$8,525	$12,788	$60
25000	$18,944	$28,416	$16,102	$24,153	$9,472	$14,208	$60
30000	$22,036	$33,053	$18,730	$28,095	$11,018	$16,527	$60
35000	$25,040	$37,560	$21,284	$31,926	$12,520	$18,780	$60
40000	$34,100	$51,150	$28,985	$43,478	$17,050	$25,575	$60

The NRC is waived when PVC is ordered as part of a 2, 3 or 5-year term plan agreement.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.2 SBC PremierSERV[SM] Frame Relay Service (NFR) and SBC PremierSERV[SM] ATM Service (NATM) (continued)

6.2.4 Reserved for Future Use

6.2.5 VIP Revenue Discount Plan

Revenue Threshold	% Discount
$2,000	5%
$5,000	7%
$10,000	9%
$15,000	11%
$20,000	13%

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.3 Primary Rate Interface - Integrated Services Digital Network

6.3.1 Monthly Recurring Charges

Rate Element	1-Year Term	2-Year Term N	3-Year Term	5-Year Term
Standard PRI ISDN Port (per port)	$200	$188 N	$175	$150
Backup D-Channel (per Channel)	$0	$0 N	$0	$0

6.3.2 Ancillary/Administrative Charges

Rate Element	1-Year Term	2-Year Term N	3-Year Term	5-Year Term
Standard PRI ISDN Port Installation (per port)	$600	$475 N	$350	$0
PRI ISDN Service Order Cancellation Charges (per port)	$500	$500 N	$500	$500
PRI ISDN Port Redesign (per occurrence)	$500	$375 N	$250	$0

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.4 SBCLD Frame Relay Discount Pricing Plan

The SBCLD Frame Relay Discount Pricing Plan is available to Business Customers that order Frame Relay Service on or after April 6, 2002.

6.4.1 DSO

The following discount will be applied to the MRC for FRS UNI Port Termination - Per Port shown in Section 6.1.1 (A) of this Tariff:

Discount Table*			
Circuit Speed	1 Year	3 Year	5 Year
56/64 Kbps	68.86%	73.18%	72.43%

The one time recurring charge will be waived for 3 or 5 year terms.

* Totals resulting from percentage amounts will be rounded to the nearest dollar.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.4 SBCLD Frame Relay Discount Pricing Plan (continued)

6.4.2 DS1/Fractional DS1

The following discount will be applied to the MRC for FRS UNI Port Termination - Per Port shown in Section 6.1.1 (B) of this Tariff:

Discount Table*			
Circuit Speed	1 Year	3 Year	5 Year
128 Kbps	51.12%	57.54%	56.52%
192 Kbps	44.16%	52.03%	54.46%
256 Kbps	41.47%	49.41%	50.16%
320 Kbps	39.88%	48.59%	51.72%
384 Kbps	37.29%	46.32%	47.86%
448 Kbps	42.63%	49.95%	53.09%
512 Kbps	45.05%	52.18%	53.62%
576 Kbps	41.23%	48.86%	52.49%
640 Kbps	36.98%	45.44%	49.07%
704 Kbps	32.73%	41.45%	45.44%
768 Kbps	32.57%	41.35%	42.93%
1.024 Mbps	30.65%	39.73%	41.55%
1.536 Mbps	28.27%	38.38%	36.05%

The one time recurring charge will be waived for 3 or 5 year terms.
* Totals resulting from percentage amounts will be rounded to the nearest dollar.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.5 DVA Service

6.5.1 Monthly Recurring Charges

Rate Element	1-Year Term	2-Year Term N	3-Year Term	5-Year Term
IA DVA 6-Pack	$185	$160 N	$155	$130
IA DVA 12-Pack	$280	$260 N	$240	$210

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.5 DVA Service (continued)

6.5.2 Ancillary/Administrative Charges

Rate Element	1-Year Term	2-Year Term N	3-Year Term	5-Year Term
Standard Installation IA DVA 6-Pack	$300	$225 N	$150	$0
Standard Installation IA DVA 12-Pack	$300	$225 N	$150	$0
IA DVA Service Order Cancellation Charge	$300	$300 N	$300	$300
IA DVA Redesign per occurrence	$300	$225 N	$150	$0

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.6 SBC PremierSERV[SM] Frame Relay Service (NFR) Discount Pricing Plan

6.6.1 UNI Port Monthly Recurring Charges

UNI Port Monthly Recurring Charges Percent Discount					
	Out of Term MRC	1 Year MRC	2 Year MRC	3 Year MRC	5 Year MRC
DS0 UNI Ports					
56 Kbps	75.00%	75.00%	75.00%	75.00%	75.00%
64 Kbps	75.00%	75.00%	75.00%	75.00%	75.00%
Fractional DS1 UNI Ports					
128 Kbps	75.00%	75.00%	75.00%	75.00%	75.00%
256 Kbps	75.00%	75.00%	75.00%	75.00%	75.00%
384 Kbps	80.00%	80.00%	80.00%	80.00%	80.00%
512 Kbps	80.00%	80.00%	80.00%	80.00%	80.00%
768 Kbps	80.00%	80.00%	80.00%	80.00%	80.00%
DS1 UNI Ports					
1.536 Mbps	80.00%	80.00%	80.00%	80.00%	80.00%
2 DS1s 3.0 Mbps	80.00%	80.00%	80.00%	80.00%	80.00%
3 DS1s 4.5 Mbps	80.00%	80.00%	80.00%	80.00%	80.00%
4 DS1s 6.0 Mbps	80.00%	80.00%	80.00%	80.00%	80.00%
5 DS1s 7.6 Mbps	80.00%	80.00%	80.00%	80.00%	80.00%
6 DS1s 9.1 Mbps	80.00%	80.00%	80.00%	80.00%	80.00%
7 DS1s 10.6 Mbps	80.00%	80.00%	80.00%	80.00%	80.00%
8 DS1s 12.1 Mbps	80.00%	80.00%	80.00%	80.00%	80.00%
DS3 UNI Ports					N
40 Mbps	60.00%	60.00%	60.00%	60.00%	60.00%

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.6 SBC PremierSERV[SM] Frame Relay Service (NFR) Discount Pricing Plan

6.6.1 UNI Port Monthly Recurring Charges

UNI Port Monthly Recurring Charges Percent Discount						
	Out of Term MRC	1 Year MRC	2 Year MRC	3 Year MRC	5 Year MRC	
						D
						M
DS1 NNI Ports						
1.536 Mbps	80.00% I	80.00% I	80.00% I	80.00% I	80.00% I	
DS3 NNI Ports						
40 Mbps	60.00%	60.00%	60.00% I	60.00%	60.00%	

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SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.6 SBC PremierSERV[SM] Frame Relay Service (NFR) Discount Pricing Plan

6.6.2 InterLATA PVC Monthly Recurring Charges

CIR Speed (K)	Type						**NRC**
	Standard		Alternate Routing		Disaster Recovery		
	QoS						
	Standard	Priority	Standard	Priority	Standard	Priority	
	Monthly Charge						
8	17.24%	16.28%	16.67%	16.22%	14.29%	18.18%	$60
16	17.31%	16.88%	16.28%	16.92%	16.00%	15.79%	$60
32	17.00%	16.67%	16.47%	16.54%	16.00%	16.22%	$60
48	16.54%	16.75%	16.67%	16.67%	17.19%	16.84%	$60
56	16.67%	16.67%	16.39%	16.85%	16.67%	16.67%	$60
64	16.45%	16.59%	16.92%	16.49%	16.88%	16.67%	$60
128	16.54%	16.75%	16.74%	16.76%	16.54%	16.50%	$60
192	16.58%	16.64%	16.72%	16.70%	16.75%	16.78%	$60
256	16.60%	16.64%	16.71%	16.61%	16.73%	16.76%	$60
320	16.67%	16.65%	16.70%	16.65%	16.67%	16.74%	$60
384	16.67%	16.67%	16.64%	16.63%	16.67%	16.67%	$60
448	28.57%	28.58%	28.61%	28.57%	28.60%	28.53%	$60
512	28.60%	28.55%	28.54%	28.55%	28.60%	28.57%	$60
576	28.55%	28.58%	28.54%	28.57%	28.52%	28.56%	$60
640	28.58%	28.57%	28.54%	28.55%	28.55%	28.57%	$60
704	28.58%	28.58%	28.60%	28.56%	28.53%	28.54%	$60
768	28.57%	28.57%	28.57%	28.56%	28.57%	28.57%	$60

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.6 SBC PremierSERV[SM] Frame Relay Service (NFR) Discount Pricing Plan (continued)

6.6.2 InterLATA PVC Monthly Recurring Charges (continued)

CIR Speed (K)	Type						**NRC**
	Standard		Alternate Routing		Disaster Recovery		
	QoS						
	Standard	Priority	Standard	Priority	Standard	Priority	
	Monthly Charge						
832	28.58%	28.56%	28.56%	28.58%	28.61%	28.55%	$60
896	28.59%	28.57%	28.59%	28.56%	28.61%	28.59%	$60
960	28.59%	28.58%	28.59%	28.57%	28.57%	28.58%	$60
1024	28.59%	28.58%	28.56%	28.58%	28.57%	28.59%	$60
1536	28.57%	28.57%	28.56%	28.58%	28.57%	28.56%	$60
1000	28.56%	28.57%	28.55%	28.58%	28.59%	28.57%	$60

The NRC is waived when PVC is ordered as part of a 2, 3 or 5-year term plan agreement.

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.6 SBC PremierSERV[SM] Frame Relay Service (NFR) Discount Pricing Plan

6.6.3 IntraLATA PVC Monthly Recurring Charges

IntraLATA PVC Monthly Recurring Charges Percent Discount						
CIR Speed (Kbps)	Standard PVCs		Alternate Routing PVCs		Disaster Recovery PVCs	
	Standard QOS	Priority QOS	Standard QOS	Priority QOS	Standard QOS	Priority QOS
8	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
16	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
32	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
48	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
56	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
64	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
128	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
192	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
256	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
320	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
384	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.6 SBC PremierSERV[SM] Frame Relay Service (NFR) Discount Pricing Plan

6.6.3 IntraLATA PVC Monthly Recurring Charges

IntraLATA PVC Monthly Recurring Charges Percent Discount						
CIR Speed (Kbps)	Standard PVCs		Alternate Routing PVCs		Disaster Recovery PVCs	
	Standard QOS	Priority QOS	Standard QOS	Priority QOS	Standard QOS	Priority QOS
448	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
512	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
576	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
640	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
704	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
768	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
832	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
896	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
960	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
1000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
1024	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
1536	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.6 SBC PremierSERV[SM] Frame Relay Service (NFR) Discount Pricing Plan

6.6.3 IntraLATA PVC Monthly Recurring Charges (continued)

IntraLATA PVC Monthly Recurring Charges Percent Discount						
CIR Speed (Kbps)	Standard PVCs		Alternate Routing PVCs		Disaster Recovery PVCs	
	Standard QOS	Priority QOS	Standard QOS	Priority QOS	Standard QOS	Priority QOS
2000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
3000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
4000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
5000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
6000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
7000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
8000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
9000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
10000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
11000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
12000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
13000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
14000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
15000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
16000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%

SECTION 6 - SPECIALIZED COMMUNICATIONS SERVICES RATES AND CHARGES

6.6 SBC PremierSERV[SM] Frame Relay Service (NFR) Discount Pricing Plan

6.6.3 IntraLATA PVC Monthly Recurring Charges (continued)

IntraLATA PVC Monthly Recurring Charges Percent Discount						
CIR Speed (Kbps)	Standard PVCs		Alternate Routing PVCs		Disaster Recovery PVCs	
	Standard QOS	Priority QOS	Standard QOS	Priority QOS	Standard QOS	Priority QOS
17000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
18000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
19000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
20000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
25000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
30000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
35000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
40000	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%

The NRC is waived when PVC is ordered as part of a 2, 3 or 5-year term plan agreement.

6.7 SBC PremierSERV[SM] ATM

SBC PremierSERV[SM] ATM is available at ICB pricing.

SECTION 7 - MISCELLANEOUS CHARGES AND INFORMATION

7.1 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge of $25.00 for any check that is returned for any reason by the financial institution on which it is drawn.

7.2 Additional Labor Charges

For additional labor charges for Frame Relay Service, see Section 7.5 of this Tariff. For all other Data Services, the charges are as follows: T

	Rate Per Fifteen Minutes
8:00 am to but not including 5:00 pm Monday through Friday excluding holidays	$25.00
Holidays (New Years Day, Federally Observed Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas)	$31.25
All Other Times	$31.25

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SECTION 7 - MISCELLANEOUS CHARGES AND INFORMATION

7.3 Order Expedite Charge

Customers may request a change in the requested Service due date for pending Service Orders. When the Company accepts a request to expedite an order, the Company does not promise to deliver on the desired due date in advance of the normal service order interval. The Company will use its best effort to meet the desired due date. A one-time charge applies when the Customer requests a Service due date sooner than the standard interval due date, and Service is provided sooner than the standard interval due date. An Order Expedite Charge applies when a change of requested Service due date is the only Customer requested change to the original or supplemental Service Order. The Order Expedite Charge will be applied to each Private Line Circuit, each Frame Relay UNI/NNI Port, each PRI ISDN Port, and each DVA 6-Pack/DVA 12-Pack Circuit where an expedited due date is requested. Any expedite charges incurred for the provisioning of local access are not included in this Order Expedite Charge and will be passed through to the Customer. If the Customer requests a change to the Service Order in addition to the requested Service due date, the Service Order Change Charge applies pursuant to Section 2.16.2 (B) of this Tariff in addition to the Order Expedite Charge. For SBC PremierSERV^{SM} Frame Relay and SBC PremierSERV^{SM} ATM order expedites, if the Company cannot meet the requested due date the Customer will still be required to pay the NRC associated with the due date interval that is actually met. The Order Expedite Charge is as follows: C C C C

	Non-Recurring
Private Line Rate Per Circuit	$500
Frame Relay Rate per UNI/NNI Port	See chart in Section 7.5 of this Tariff
DVA 6-Pack/DVA 12-Pack per Port	$500
PRI ISDN Rate per Port	$500

For the order expedite charge for National Frame Relay Service, see chart in Section 7.5 of this Tariff.

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SECTION 7 - MISCELLANEOUS CHARGES AND INFORMATION

7.4 Telecommunications Service Priority System

The provisioning and restoration of Services will be in accordance with the priority system specified in Part 64, Appendix A of the rules and regulations of the Federal Communications Commission.

The TSP System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The TSP system applies only to NSEP services that can be discreetly identified and provides the Company with a guide to the sequence in which services are to be provisioned and/or restored.

The Executive Office of the President is empowered with the authority to receive, evaluate, and process requests for NSEP TSP services. The Executive Office of the President, through the Office of Priority Telecommunications (OPT) as its administrative branch, makes the priority level assignments and issues the TSP authorization code reflecting the priority assignments associated with the Customer's request. The Customer initiates the request for TSP service from the OPT. The Customer then provides the TSP authorization code, in addition to all other details necessary to complete the order, and submits it to the Company for appropriate action.

SECTION 7 - MISCELLANEOUS CHARGES AND INFORMATION

7.5 SBC PremierSERV[SM] Frame Relay Miscellaneous Service Rates

Product/Service	NRC
D D	D
Order Expedite per Port-Only and Associated PVCs	$250
Order Expedite for PVCs only (all PVCs associated with one order	$250
Service Order Change Charge (applies to Configuration Change, PVC Change, Port Change)	$50
Service Order Cancellation SBC PremierSERV[SM] Frame Relay T SBC PremierSERV[SM] ATM Service T	 $250 T $250 T
Labor Regular Hours T	$100/hour, billed by 1/4 hour, 1/2 hour minimum
Labor After Hours T	$125/hour, billed by 1/4 hour, 1/2 hour minimum

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SECTION 7 - MISCELLANEOUS CHARGES AND INFORMATION

7.5 SBC PremierSERV[SM] Frame Relay Miscellaneous Service Rates (continued)

Product/Service	NRC
Construction	ICB
Move Charges	
Moves within a building	Moves within the same building will incur a charge equal to one-half (1/2) of the nonrecurring charges, that are associated with the shortest term available, and all associated special construction and material charges for the service.
Moves to a different building	Moves to a different building will incur a charge equal to the nonrecurring charges, that are associated with the shortest term available, and all associated special construction and material charges for the service.
D D D	D

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SECTION 7 - MISCELLANEOUS CHARGES AND INFORMATION

7.6 SBC PremierSERV[SM] Frame Relay Service Order Cancellation Charge

If Customer cancels an order for Service more than three (3) business days after due date has been communicated and before Service is available for use, a Service Order Cancellation Charge ("Cancellation Charge") applies. The Cancellation Charge is listed in the Chart in Section 7.5 of this Tariff. This Cancellation Charge will apply per Service Order. For Service Orders cancelled three (3) or fewer business days before the Service due date, the request will be treated as a disconnect, and will include applicable termination charges. T T

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SECTION 7 - MISCELLANEOUS CHARGES AND INFORMATION

7.7 SBC PremierSERV[SM] Frame Relay Service Order Change Charge (SOCC)

7.7.1 General

The SOCC may apply to Service that has been ordered but not installed and accepted by Customer and to Service that has been ordered and installed and accepted by Customer. Customer will be notified whether the SOCC will apply. The SOCC is listed in the chart in Section 7.5 of this Tariff.

SECTION 7 - MISCELLANEOUS CHARGES AND INFORMATION

7.7 SBC PremierSERV[SM] Frame Relay Service Order Change Charge (SOCC) (continued)

7.7.2 Change in Service Before Installation and Acceptance by Customer

(A) If made at least three (3) business days before Service due date, no charge applies for a Customer's request to change Service, if re-engineering is not required. For example, no charge applies in a Service Order made to change the length of a term plan or for administrative purposes such as a change of name or change in billing address, contact name, or contact telephone number.

(B) Unless otherwise indicated in this Tariff, the SOCC applies when Services are re-engineered. Examples of changes which require re-engineering include but are not limited to:

.1 Changes in serving Wire Center, Port speed, Port type, transmission speed.

.2 Customer requests a change of location or address in one or both of the original endpoints before installation and acceptance of Service.

SECTION 7 - MISCELLANEOUS CHARGES AND INFORMATION

7.7 SBC PremierSERV[SM] Frame Relay Service Order Change Charge (SOCC) (continued)

7.7.2 Change in Service Before Installation and Acceptance by Customer (continued)

(C) Service Due Date Extensions

Requests to extend a Service due date will not incur a SOCC, but must be placed at least three (3) business days before the scheduled Service due date. Requests to extend a due date will be limited to a maximum of thirty (30) calendar days. If a due date more than thirty (30) calendar days beyond the originally scheduled Service due date is required, the Service Order will be cancelled and a new order for Service must be placed.

7.8 Cancellation Charges for Private Line Service, DVA 6-Pack, DVA 12-Pack Service, and Primary Rate Interface—Integrated Services Digital Network M/T M/T

7.8.1 If the Customer cancels Service more than three (3) business days after the Customer Commitment Date but before installation and successful end-to-end testing, a Service Order cancellation charge applies. The Service Order cancellation charge is per Service. T T T

7.8.2 If the Customer cancels Service which involves special construction or where special arrangements of facilities or equipment have commenced before Company receives a cancellation notice, a charge equal to the costs incurred by Company applies in addition to the Service Order cancellation charge. T

7.8.3 For orders cancelled two (2) days or less before the Service due date, the request will be treated as a disconnect. Applicable termination charges apply. T

M – Material moved from Original Sheet 101

Norm Descoteaux, Associate Director Regulatory
5850 W. Las Positas Blvd., Pleasanton, California 94588

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SECTION 8 - PROMOTIONS

8.1 General

From time-to-time, the Company may offer special promotions to its Customers waiving certain charges, offering Service(s) at special rates, and/or offering promotional discounts. Promotional discounts include but are not limited to reduced monthly rates or charges for an existing Service, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges or optional feature charges or any combination thereof. Terms and conditions of promotions may be limited to certain dates, times, market segments, and/or locations. The Company may engage in national and/or intrastate special promotional offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, or stimulate Customer usage. The terms of national promotional offerings are set forth in the applicable interstate tariffs governing such programs. To the extent these programs may extend to intrastate Services, the terms of these national offerings are incorporated by reference. The Company may require an advance payment as a condition of a promotional offering. Promotional offerings are subject to prior approval of the Commission. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period. The Company will offer all promotions in a nondiscriminatory manner.

SECTION 8 - PROMOTIONS

8.2 SBCLD Frame Relay Promotion #4

8.2.1 The sign-up period for SBCLD Private Line Promotion #4 is December 18, 2001 through March 19, 2002 for Business Customers in Missouri. Orders for new Service must be activated by May 19, 2002. This promotion is available to Business Customers that subscribe to Frame Relay Service during the sign-up period. Business Customers participating in this promotion will receive a discount applied to the FRS UNI/NNI Access Port Termination - Per Port charges. For Customers signing a term plan agreement during the sign-up period, the Customer will receive the promotional discounts for the length of the term plan.

(A) DSO

The following discount will be applied to the MRC for FRS UNI/NNI Access Port Termination - Per Port shown in Section 6.1.1 (A) of this Tariff:

Promotional Discount Table			
Circuit Speed	1 Year	3 Year	5 Year
56/64 Kbps	68.86%	73.18%	72.43%

The one time recurring charge will be waived for 3 or 5 year terms.
*Totals resulting from percentage amounts will be rounded to the near dollar.

SECTION 8 - PROMOTIONS

8.2 SBCLD Frame Relay Promotion #4 (continued)

8.2.1 (continued)

(B) DS1/Fractional DS1

The following discount will be applied to the MRC for FRS UNI/NNI Access Port Termination - Per Port shown in Section 6.1.1 (B) of this Tariff:

Promotional Discount Table*			
Circuit Speed	1 Year	3 Year	5 Year
128 Kbps	51.12%	57.54%	56.52%
192 Kbps	44.16%	52.03%	54.46%
256 Kbps	41.47%	49.41%	50.16%
320 Kbps	39.88%	48.59%	51.72%
384 Kbps	37.29%	46.32%	47.86%
448 Kbps	42.63%	49.95%	53.09%
512 Kbps	45.05%	52.18%	53.62%
576 Kbps	41.23%	48.86%	52.49%
640 Kbps	36.98%	45.44%	49.07%
704 Kbps	32.73%	41.45%	45.44%
768 Kbps	32.57%	41.35%	42.93%
1.024 Mbps	30.65%	39.73%	41.55%
1.536 Mbps	28.27%	38.38%	36.05%

The one time recurring charge will be waived for 3 or 5 year terms.
*Totals resulting from percentage amounts will be rounded to the near dollar.

SECTION 8 - PROMOTIONS

8.3 SBCLD DVA 6-Pack and 12-Pack Promotion #5

The sign-up period for SBCLD DVA 6-Pack and 12-Pack Promotion #5 is from April 10, 2003 through July 8, 2003. Orders must be activated by August 29, 2003.

SBCLD DVA 6-Pack and 12-Pack Promotion #5 is available to all new Business Customers who subscribe to DVA 6-Pack and/or DVA 12-Pack and sign a three (3) or five (5) year term plan agreement during the sign-up period. For new Business Customers participating in this promotion the following charges will be waived: (1) the one-time installation charges shown in Section 6.5.2 of this Tariff and (2) the MRC shown in Section 6.5.1 of this Tariff for the first two months of Service.

For existing Customers who currently subscribe to DVA 6-Pack or DVA 12-Pack that commit to a new 3-year or 5-year term plan agreement for DVA 6-Pack or DVA 12-Pack during the sign-up period the following charges will be waived: (1) all early termination charges associated with the cancellation of the existing term plan agreement and (2) the MRC shown in Section 6.5.1 of this Tariff for the first two months of Service under the new term plan agreement. The Customer will not receive a waiver of the one-time installation charges shown in Section 6.5.2 of this Tariff.

SECTION 9 - CONTRACT SERVICES

9.1 Special Service Arrangements

9.1.1 General

Data Service(s) will be made available to Customers in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services may be determined on an ICB basis. ICB rates will be structured to recover the company's cost of providing the Service and will be made available to the Commission staff upon request on a proprietary basis. ICB rates will not be used for Switched Services.

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly, and/or other special services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request. Such terms and conditions and rates and charges will be available under contract to similarly situated Customers for a period of ninety (90) days following the effective date of the SSA of the initial Customer for whom the SSA was designed, unless otherwise specifically provided for in the SSA. Similarly situated Customers enrolling in a SSA must agree to service installation no more than ninety (90) days after contracting to receive services under a SSA. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.