

ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS**2.1 Undertaking of Company**

- 2.1.1** Service is furnished for interstate advanced telecommunications Services originating or terminating at specified points within the United States.
- 2.1.2** Company shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this Tariff.
- 2.1.3** Company may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines, facilities or network elements provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or Service.
- 2.1.4** Company will pass on and bill to Customer any charges it incurs (including any applicable recurring and nonrecurring charges, time and material charges, or special construction charges) from other Service providers, such as ILECs, IXCs and CLECs, necessary to complete provision or maintenance⁽¹⁾ of a Service offered in this Tariff to Customer's designated premises. This does not include charges incurred by Company from other Service providers to provide Services to Customer on an expedited basis. (C)(X)
(C)(X)
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- 2.1.5** Company will pass on and bill to Customer any charges it incurs (including any applicable cancellation or termination charges) from other Service providers, such as ILECs, IXCs and CLECs, if Customer cancels an order prior to the Company committed Service date.
- 2.1.6** Services are provided 24 hours daily, seven days per week except as set forth in other sections of this Tariff.
- 2.1.7** Company shall be responsible for the installation, operation and maintenance of the Services under this Tariff.
- 2.1.8** Company reserves the right to test its Services for purposes including, but not limited to, the installation, operation and maintenance of the Services provided under this Tariff. Invasive testing may result in interruptions of Service.
- 2.1.9** Facilities utilized by Company to provide Service under the provisions of this Tariff shall remain the property of the Company.
- 2.1.10** Company does not warrant that its facilities and Services meet standards other than those set forth in this Tariff, specifically referenced industry standards or in network change notifications issued in compliance with Federal Rules and Regulations.

(1) Services purchased under Term Pricing Plans prior to June 1, 2002 will not be billed maintenance of Service charges Company incurs on Customer's behalf from other Service providers.

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ADVANCED SERVICES TARIFF

SECTION 2 – REGULATIONS (Continued)**2.20 Frame Relay/ATM Service Level Agreement (SLA)⁽¹⁾**

(C)(X)

The Frame Relay/ATM SLA applies to Customers who sign up for two (2)*, three (3) or five (5) year Frame Relay or ATM Service TPPs in all regions.

2.20.1 Frame/Cell Delivery Ratio

For Frame Relay and ATM Services provided to the Customer, Company is committed to maintaining data throughput across the Company-provided Customer-specific network at a Frame/Cell Delivery Ratio of 99.97% from ingress switch port to egress switch port during each calendar month, under normal conditions. The Frame/Cell Delivery Ratio is calculated on a LATA by LATA basis.

2.20.1.A Frame/Cell Delivery Ratio is calculated as the percentage of Customer-specific Frames/Cells offered to the network that successfully egress the network (ingress switch port to egress switch port) within the Committed Information Rate (CIR) for Frame Relay or within the Quality of Service parameters selected for ATM, and within a calendar month. The calculation for Frame/Cell Delivery Ratio for a given calendar month shall be as follows:

$$\text{Frame/Cell Delivery Ratio} = \frac{\text{Total Customer-specific Frame/Cells that successfully egress the network}}{\text{Total number of Customer-specific Frame/Cells offered to the network}}$$

The following will be excluded from any determination of Frame/Cell Delivery Ratio:

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Quality of Service parameters for ATM;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Frame Relay circuits used for the transmission of voice or video;
- Access Links.

2.20.1.B Customer is responsible for notifying Company when the Customer-specific Frame/Cell Delivery Ratio falls below 99.97% for a PVC within the calendar month. Customer must request a service credit within 45 days after the end of the calendar month when the failure occurred.

(1) The Frame Relay/ATM SLA only applies to Frame Relay Service offered in vintage service Sections 5.1 through 5.4 or ATM Service offered in vintage service Sections 4.1 through 4.4 purchased under a two (2), three (3) or five (5) year TPP on or before December 31, 2002.

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* The two (2) year TPP is available with Frame Relay Service only.

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ADVANCED SERVICES TARIFF

SECTION 2 – REGULATIONS (Continued)**2.20 Frame Relay/ATM Service Level Agreement (SLA)* (Continued)**

(C)(X)

2.20.1 Frame/Cell Delivery Ratio (Continued)**2.20.1.B (Continued)**

Upon verification, by joint testing with Company and Customer, that the actual Customer-specific Frame/Cell Delivery Ratio for a PVC was less than the Committed Information Rate (CIR) for Frame Relay or Quality of Service parameters for ATM, Company has one month to correct the problem. If after one month the Frame/Cell Delivery Ratio is still less than the Committed Information Rate (CIR) for Frame Relay or Quality of Service parameters for ATM, Customer must notify the Company of this result and Customer will be provided a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and PVCs within the LATA that were in service during the subsequent month in which Company was below Committed Information Rate (CIR) for Frame Relay or Quality of Service parameters for ATM.⁽¹⁾

Customer shall be entitled to no more than 2 credits per year per LATA.

* The Frame Relay/ATM SLA only applies to Frame Relay Service offered in vintage service Sections 5.1 through 5.4 or ATM Service offered in vintage service Sections 4.1 through 4.4 purchased under a two (2), three (3) or five (5) year TPP on or before December 31, 2002.

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(1) Frame Relay and ATM Service purchased prior to June 1, 2002 will receive 50% of the monthly recurring charges for all Ports and PVCs within the LATA that were in service during the subsequent month in which Company was below Committed Information Rate (CIR) for Frame Relay or Quality of Service parameters for ATM.

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ADVANCED SERVICES TARIFF

SECTION 2 – REGULATIONS (Continued)**2.20 Frame Relay/ATM Service Level Agreement (SLA)⁽¹⁾ (Continued)**

(C)(X)

2.20.2 Mean Time to Repair

For Frame Relay and ATM Services provided to Customer, Company is committed to maintaining a 4-hour maximum cumulative average repair time for all service outages each calendar month in all regions. Company is also responsible if more than 4 outages occur on any circuit during any calendar month resulting in more than 12 hours of cumulative downtime. This includes all facilities and equipment provided by Company and excluded the Network Interface Device and CPE. This applies only to those troubles reported to the Data Service Center (DSC).

2.20.2.A Elapsed time begins when the trouble call is received by the Data Service Center (DSC) and ends when the service is restored to normal operating performance.

The following shall be excluded from any determination of Mean Time To Repair:

- Force majeure as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Customer "no access" time as defined below:
 - Customer not available;
 - Coordinated Vendor meeting;
 - Abeyance on Customer request;
 - After hours testing because no Customer daytime release;
 - Tickets referred to another party.

2.20.2.B Customer is responsible for notifying Company of any outages that exceed the 4 hour maximum as described above, or if more than 4 recurring outages on any circuit occur during any calendar month resulting in more than 12 hours of cumulative downtime. Customer must request a service credit within 45 days of the end of the calendar month when the failure occurred.

Upon verification by Company that the actual repair time was below the committed level, Customer will be provided a service credit equal to:

- 100% of the monthly recurring charges for all affected Access Links and Ports, Ports only and PVCs for month in which outages occurred.

(1) The Frame Relay/ATM SLA only applies to Frame Relay Service offered in vintage service Sections 5.1 through 5.4 or ATM Service offered in vintage service Sections 4.1 through 4.4 purchased under a two (2), three (3) or five (5) year TPP on or before December 31, 2002.

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ADVANCED SERVICES TARIFF

SECTION 2 – REGULATIONS (Continued)**2.20 Frame Relay/ATM Service Level Agreement (SLA)⁽¹⁾ (Continued)**

(C)(X)

2.20.3 Mean Time to Provision

For Frame Relay and ATM Services provided to Customer, Company is committed to complete all service orders by the due date shown on the Firm Order Confirmation (FOC). In the event that Customer requests a due date different from one shown on original order, a new FOC is issued.

2.20.3.A The following shall be excluded from any determination of Mean Time to Provision:

- Force majeure events as outlined in Section 2.4, preceding;
- Inability by Company to test because of no-access by Customer;
- Due dates missed or rescheduled at Customer's request;
- Excludes Customer testing when Customer equipment is not installed and the Customer overall tests are not completed at due date;
- Inability by Company to test or complete the order because of failures or not-ready conditions attributed to facilities or equipment provided by another party or the Customer.

2.20.3.B Customer is responsible for notifying Company of any missed due dates as outlined above. The Customer must request a service credit within 45 days of the end of the calendar month when the failure occurred.

Upon verification by Company that the due date was missed, the Customer will be provided a service credit equal to:

- 100% of the monthly recurring charges for all Access Links and Ports, Ports only and PVCs for which the FOC due date was missed.

(1) The Frame Relay/ATM SLA only applies to Frame Relay Service offered in vintage service Sections 5.1 through 5.4 or ATM Service offered in vintage service Sections 4.1 through 4.4 purchased under a two (2), three (3) or five (5) year TPP on or before December 31, 2002.

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ADVANCED SERVICES TARIFF

SECTION 2 – REGULATIONS (Continued)**2.21 Standard ATM/Frame Relay Service Level Agreement (SLA)**

(N)(X)

The Standard ATM/Frame Relay SLA applies to Customers who purchase Asynchronous Transfer Mode (ATM) offered in Sections 4.5 through 4.8 or Frame Relay Service offered in Sections 5.5 through 5.8. When Customer purchases ATM or Frame Relay Service under the Sections described above, Customer accepts the Standard ATM/Frame Relay SLA for those new ATM or Frame Relay Service elements and any existing ATM or Frame Relay Service elements provided on the same network as those new ATM or Frame Relay Service elements. The Standard ATM/Frame Relay SLA is available at no additional cost to Customer. 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. The Standard ATM/Frame Relay SLA will apply until Service is disconnected.

2.21.1 Frame/Cell Delivery Ratio

For ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining data throughput across the Company-provided, Customer-specific network at a Frame/Cell Delivery Ratio of 99.99% per PVC from ingress switch port to egress switch port during each calendar month, under normal conditions.

2.21.1.A Frame/Cell Delivery Ratio is calculated as the percentage of Customer-specific Frames/Cells offered to the network that successfully egress the network (ingress switch port to egress switch port) within the Committed Information Rate (CIR) for Frame Relay or within the Sustained Information Rate (SIR) for ATM, and within a calendar month. The calculation for Frame/Cell Delivery Ratio for a given calendar month shall be as follows:

$$\text{Frame/Cell Delivery Ratio} = \frac{\text{Total Customer-specific Frames/Cells that successfully egress the network}}{\text{Total number of Customer-specific Frames/Cells offered to the network}}$$

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ADVANCED SERVICES TARIFF

SECTION 2 – REGULATIONS (Continued)**2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

2.21.1 Frame/Cell Delivery Ratio (Continued)**2.21.1.A (Continued)**

The following will be excluded from any determination of Frame/Cell Delivery Ratio:

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Sustained Information Rate (SIR) for ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- ATM Service with UBR Quality of Service;
- ATM Host-Link;
- Access failures.

2.21.1.B Customer is responsible for notifying Company when the Customer-specific Frame/Cell Delivery Ratio falls below 99.99% for a PVC within the calendar month. Customer must request a service credit within 45 days after the end of the calendar month in which the failure occurred.

Upon verification by Company that the actual Customer-specific Frame/Cell Delivery Ratio for a PVC was below 99.99%, Company has 30 days to correct the problem. If after 30 days the Frame/Cell Delivery Ratio is still below 99.99%, Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVCs for the subsequent month in which the Customer-specific Frame/Cell Delivery Ratio was below 99.99%.

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ADVANCED SERVICES TARIFF

SECTION 2 – REGULATIONS (Continued)**2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

2.21.2 Time to Repair

For ATM and Frame Relay Services provided to Customer, Company is committed to maintaining a 4-hour maximum repair time per PVC, Port or Port and Access outage in all regions (or an 8-hour maximum repair time if a technician is required to be dispatched). This includes the Access and equipment when provided by Company. This applies only to those troubles reported by Customer to the Data Service Center (DSC).

2.21.2.A Elapsed time begins when the trouble call is received by the Data Service Center (DSC) and ends when the service is restored to normal operating performance.

The following shall be excluded from any determination of Time To Repair:

- Force majeure as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Failures due to facilities or equipment provided by another party or the Customer;
- Network Interface Device failures;
- Customer Equipment failures
- Customer "no access" time as defined below:
 - Customer not available;
 - Coordinated Vendor meeting;
 - Abeyance on Customer request;
 - After hours testing because no Customer daytime release; or
 - Tickets referred to another party.

2.21.2.B Customer is responsible for notifying Company of any outages that exceed the 4 or 8 hour maximum as described above. Customer must request a service credit within 45 days after the failure(s) occurred.

Upon verification by Company that the actual repair time for any PVC, Port or Port and Access exceeded the 4 or 8 hour maximum described above, Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVCs for month in which the outages occurred.

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SECTION 2 – REGULATIONS (Continued)**2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

2.21.3 Time to Provision

For ATM and Frame Relay Services provided to Customer, Company is committed to completing all service orders by the due date shown on the Firm Order Confirmation (FOC). In the event that Customer requests a due date different from one shown on original order, a new FOC is issued and replaces the original FOC. Time to Provision includes Access and equipment when provided by Company.

2.21.3.A The following shall be excluded from any determination of Time to Provision:

- Force majeure events as outlined in Section 2.4, preceding;
- Inability by Company to test because of no-access by Customer;
- Customer testing when Customer Equipment is not installed and the Customer overall tests are not completed at due date;
- Due dates missed or rescheduled at Customer's request;
- Inability by Company to test or complete the order because of failures or not-ready conditions due to facilities or equipment provided by another party or the Customer.

2.21.3.B Customer is responsible for notifying Company of any missed due dates. Customer must request a Service credit within 45 days after the missed due date occurred.

Upon verification by Company that the due date was missed, the Customer will be provided a service credit equal to:

- 100% of the monthly recurring charges for one month of Service for each Port and/or PVC in which the FOC due date was missed.

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SECTION 2 – REGULATIONS (Continued)**2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

2.21.4 Latency

For ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining Frame/Cell delay across the Company-provided Customer-specific network according to the parameters below:

- Less than or equal to 110 milliseconds roundtrip for all Frame Relay Service;
- Less than or equal to 110 milliseconds roundtrip for ATM Service with VBR-nrt and VBR-rt Quality of Service; and
- Less than or equal to 100 milliseconds roundtrip for ATM Service with CBR Quality of Service.

Latency is measured from ingress switch port to egress switch port during each calendar month.

2.21.4.A Latency is calculated as the amount of time, in milliseconds, it takes for a Frame/Cell to travel roundtrip across a PVC. If Customer has a FRATM network, the parameters for Frame Relay Service will be applied.

The following shall be excluded from any determination of Latency:

- Force majeure events as outlined in Section 2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Sustained Information Rate (SIR) for ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- ATM Service with UBR Quality of Service;
- ATM Host-Link;
- Access failures.

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ADVANCED SERVICES TARIFF

SECTION 2 – REGULATIONS (Continued)**2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

2.21.4 Latency (Continued)

2.21.4.B Customer is responsible for notifying Company when the Customer-specific Frame/Cell delay falls below the committed level. Customer must request a Service credit within 45 days of the end of the calendar month when the excessive delay occurred.

Upon verification by Company that the Customer-specific Frame/Cell delay did not meet the committed level, Company has 30 days to correct the problem. If after 30 days the Frame/Cell delay is still greater than the committed level, the Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVCs for the subsequent month in which the Customer-specific Frame/Cell delay was below the committed level.

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SECTION 2 – REGULATIONS (Continued)**2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

2.21.5 Network Availability

For ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining a Network Availability of 99.99% from ingress switch port to egress switch port each calendar month in all regions.

2.21.5.A The calculation for Network Availability for a given calendar month shall be as follows:

$$\text{Network Availability} = 1 - \frac{\text{network outage time (in hours)}}{(24 \text{ hours} \times \text{days in month} \times \text{number of Customer locations})}$$

The following shall be excluded from any “network outage time”:

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company’s scheduled maintenance window;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- Customer “no access” time as defined below:
 - Customer not available;
 - Coordinated Vendor meeting;
 - Abeyance on Customer request;
 - After hours testing because no Customer daytime release; or
 - Tickets referred to another party;
- Access failures.

2.21.5.B Customer is responsible for notifying Company when the Customer-specific Network Availability falls below 99.99%. The Customer must request a Service credit within 45 days of the end of the calendar month when the Network Availability was not met.

Upon verification by Company that the Customer-specific Network Availability did not meet 99.99%, Company has 30 days to correct the problem. If after 30 days the Network Availability is still below 99.99%, the Customer will be entitled to a service credit equal to:

- 10% of the monthly recurring charges for all affected Ports and/or PVCs for subsequent month in which Network Availability failure occurred.

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ADVANCED SERVICES TARIFF

SECTION 3 - APPLICATION OF RATES**3.1 Rate Regulations**

There are two (2) categories of rates and charges: Nonrecurring charges and monthly recurring charges.

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3.2 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing Service).

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(D)(X)

3.2.1 Installation of Service

Nonrecurring charges apply to each Service installed. The applicable charges are specified within each Service rate section.

3.2.2 Installation of Optional Features and Functions

Nonrecurring charges apply for the installation of optional features and functions. The charge applies whether the feature or function is installed with the initial establishment of Service or any time thereafter. The applicable charges are specified within each Service rate section.

3.2.3 Network Change Charges

Network changes are Customer initiated changes to existing Frame Relay or ATM Service, including changing circuit settings, rearranging PVCs or increasing port speeds within a given bandwidth circuit. Network Change Charges apply per order, except in situations when a NRC applies. The Network Change Charge is specified within each applicable Service rate section.

(D)(X)

(T)(X)

(T)(X)

3.2.4 Service Order Charges

A Nonrecurring charge applies for receiving, recording and processing information in connection with a Customer request for Frame Relay or ATM Service. One Service Order Charge is applicable per Customer request, per due date, per account. When multiple service orders are required for Company reasons, only one Service Order Charge applies. The Service Order Charge is specified within each applicable Service rate section.

(T)(X)

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Certain material previously found on this page can now be found on Original Page 29.2.

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SECTION 3 - APPLICATION OF RATES**3.2 Nonrecurring Charges (Continued)****3.2.5 Record Order Charges**

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A Nonrecurring charge applies for receiving, recording and processing information in connection with Customer initiated changes to Customer's account information (i.e. change in Customer billing name or billing address). In these instances, a record order is issued. Once a record order is issued, Customer may request additional changes to their account information without a subsequent record order being issued, provided the additional changes are requested during the same business day.

The Record Order Charge is \$14 per Record Order.

3.2.6 Service Order Change Charges

A Service Order Change Charge may apply when Customer requests an addition to, change to, or rearrangement of Service before installation is complete, and the request requires engineering redesign. Customer will be notified as to whether or not the Service Order Change Charge applies.

The Service Order Change Charge is \$50 per service order.

3.2.7 Expedite Order Charges

For ATM Service, Frame Relay Service, and NAP, if Customer desires that Service be provided on a due date earlier than the due date on the Firm Order Confirmation (FOC), the Customer may request the Service be provided on an expedited basis.

Additional labor costs may be required to meet the requested service date. If so, the Customer will be notified by Company and will be provided an estimate of the additional charges involved.

If the Company determines that the Service can be provided on an expedited basis and the Customer accepts the new expedited date and additional labor costs, if applicable, an Expedite Order Charge will apply.

If the Company is subsequently unable to meet the agreed upon expedited Service date, no Expedite Order Charge will apply, unless the missed Service date was caused by the Customer.

The Expedite Order Charge is \$500 per service order.

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SECTION 3 - APPLICATION OF RATES

3.3 Monthly Recurring Charges

(T)(X)

Monthly recurring charges are the rates applied each month for the Service being provided.

(T)(X)

(D)(X)

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ADVANCED SERVICES TARIFF

SECTION 3 - APPLICATION OF RATES (Continued)**3.4 Minimum Period**

The minimum periods for which services are provided and for which rates and charges apply are as follows:

- 3.4.1** Services are provided for a minimum of one (1) month, unless otherwise specified by tariff or Company.
- 3.4.2** The minimum period for the ATM Service offering in Sections 4.1 through 4.4 provided in ASI-North, ASI-Central and ASI-Northeast is twelve (12) months. (T)(X)
- 3.4.3** The minimum period for the Frame Relay Service offering in Sections 5.1 through 5.4 provided in ASI-North is twelve (12) months. (T)(X)
(T)(X)
- 3.4.4** The minimum period for the ATM Service offering in Sections 4.5 through 4.8, the Frame Relay Service offering in Sections 5.5 through 5.8 and Network Access Point (NAP) is twelve (12) months. (N)(X)
(N)(X)
(N)(X)
- 3.4.5** When Service is discontinued prior to the expiration of the minimum period, charges are applicable whether the Service is used or not, as follows: (T)(X)
- 3.4.5.A** When a Service with a one (1) month minimum period is discontinued prior to the expiration of the minimum period, a one (1) month charge will apply at the rate in effect at the time Service is discontinued. (T)(X)
(T)(X)
- 3.4.5.B** When a Service with a minimum period greater than one (1) month is discontinued prior to the expiration of the minimum period, the applicable charge will be 50% of the total monthly charges at the rate in effect at the time Service is discontinued, for the remainder of the minimum period. (T)(X)
(T)(X)

3.5 Term Pricing Plans (TPP)

- 3.5.1** Term Pricing Plans (TPP) provide Customer with stabilized rates for a one (1), two (2), three (3) or five (5) year minimum Service period for Services contained in Sections 4, 5 and 8, following. TPP monthly rates will be exempt from Company-initiated rate increases throughout the selected TPP Service period. (N)(X)
- 3.5.2** Customer may request an existing TPP Service period be converted to a new TPP Service period without incurring termination or nonrecurring charges provided the new Service period is equal to or greater than the remaining portion of the original TPP Service period.
- 3.5.3** If the Customer requests that Service provided under a TPP be converted to a shorter term (i.e., five (5) year to three (3) year term), the request will be treated as a termination of Service and termination charges will apply.

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ADVANCED SERVICES TARIFF

SECTION 3 – APPLICATION OF RATES (Continued)**3.5 Term Pricing Plans (TPP) (Continued)**

3.5.4 Customer must provide Company written notice of intent to renew TPP no later than 60 days prior to its expiration. Nonrecurring charges do not apply if TPP is renewed. The renewal rates will be the applicable tariffed rates in effect at the time the TPP expires.

(N)(X)
(N)(X)

3.5.4.A For ATM Service and Frame Relay Service purchased from Sections 4.1 through 4.4 and 5.1 through 5.4, respectively, and NAP:

(T)(X)
(N)(X)

If Customer does not renew TPP or does not notify Company of its intent to renew, Customer's Service will convert to the current tariffed Month/Month rate (or current tariffed one (1) year rate where Month/Month is not applicable).

3.5.4.B For ATM Service and Frame Relay Service purchased from Sections 4.5 through 4.8 and 5.5 through 5.8, respectively:

(N)(X)

If Customer does not renew TPP or does not notify Company of its intent to renew, Customer's Service will convert to the current Out of Term rates until the Customer cancels or renews the Service with a new TPP term.

(N)(X)

(D)(X)

(D)(X)

(T)(X)

3.5.5 Termination charges

Except as noted in 3.5.2 preceding, Customers who terminate a TPP prior to the expiration of the term period will incur termination charges equal to 50% of the total monthly recurring charges for the remainder of Customer's TPP term.

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SECTION 3 - APPLICATION OF RATES (Continued)**3.7 Upgrades Not Involving Moves**

(T)(X)

Customer may upgrade Service to a higher transmission speed or to another Company Service of equal or greater transmission speed without incurring termination charges if all of the following conditions are met:

- 1) The new Service is provided solely by Company;
- 2) The new Service is provided to the same Customer location;
- 3) For PVCs, the new Service must be provided between the same two locations;
- 4) The Customer's requests to disconnect Service and request for new Service are received at the same time;

(D)(X)

(D)(X)

- 5) The total monthly revenue for the new Service is equal to or greater than the remaining monthly revenue of the original Service.

(T)(X)

- 6) For Service upgraded to a higher transmission speed, the new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established with the original Service. (In instances where the Frame Relay Service or ATM Service Customer upgrades to a higher transmission speed that does not require a physical change in the Port or Access, no new TPP term is required.)

(T)(X)

(N)(X)

(N)(X)

Any applicable nonrecurring or special construction charges associated with the new Service will apply, except that Customer will not be required to pay nonrecurring or special construction charges for upgrading NAP transmission speeds.

(C)(X)

(C)(X)

3.8 Service Order Cancellation Charge

(T)(X)

For Frame Relay Service, ATM Service, and NAP, if Customer cancels an order for Service more than three (3) business days after Firm Order Confirmation (FOC) has been provided and before Service is available for use, Customer will incur a \$250 cancellation charge. This cancellation charge will be billed in addition to any other charges Company incurs, including but not limited to applicable cancellation or termination charges from other Service providers such as ILECs, IXCs and CLECs. The Service Order Cancellation Charge will apply per Service Order.

(N)(X)

(C)(X)

(C)(X)

(N)(X)

(N)(X)

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ADVANCED SERVICES TARIFF

SECTION 4 – ASYNCHRONOUS TRANSFER MODE**Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

4.1 Vintage Service Description

(C)(X)

Vintage services are those Asynchronous Transfer Mode (ATM) Services established between September 10, 2001 and December 31, 2002, the rates, terms and conditions for which are set forth in Section 4.1 (Vintage Service Description), Section 4.2 (Vintage Service Provisioning), Section 4.3 (Vintage Rate Elements) and Section 4.4 (Vintage Rates). These vintage services are being classified as such as a result of Transmittal No. 11, filed September 13, 2002, which significantly restructured ATM Service. Company is retaining the rates, terms and conditions applicable to vintage services.

(N)(X)

Customers with vintage services provided under a TPP or on a month-to-month basis may add or rearrange PVCs under the vintage sections of the tariff. New orders for vintage services will not be accepted after December 31, 2002 (this applies to both current customers and new customers).

Customers may choose to migrate vintage ATM services to new ATM services provided pursuant to Sections 4.5 through 4.8 ("ATM Service") or new Frame Relay services provided pursuant to Sections 5.5 through 5.8 ("Frame Relay Service").

No termination charges would apply to such migrations provided the following conditions are met: (1) the term selected for the new ATM Service or Frame Relay Service is equal to or greater in length than the remaining portion of the TPP for the vintage service; and (2) the new ATM Service or Frame Relay Service port transmission speed(s) purchased are equal to or greater than those purchased with the vintage service.

No nonrecurring charges would apply to such migrations provided the following conditions are met: (1a) the term selected for the new ATM Service or Frame Relay Service is equal to or greater in length than the remaining portion of the TPP for the vintage service; or (1b) for vintage service migrated from a month-to-month basis, the term of the new ATM Service or Frame Relay Service is one (1) year or greater in length; and (2) the new ATM Service Frame or Relay Service port transmission speed(s) purchased are equal to those purchased with the vintage service.

Customers of vintage service may purchase ATM Services provided pursuant to Sections 4.5 through 4.8 in addition to retaining the vintage service. In such case, Customer may, at their own discretion, obtain PVC connectivity between vintage service ports and new ATM Service ports through the purchase of either vintage service or new ATM Service PVCs. Vintage service PVCs cannot be purchased after December 31, 2002. If Customer selects a PVC under the vintage service section of the tariff, the PVC would be associated with the vintage service port; if Customer selects a PVC under the new ATM Service section, the PVC would be associated with the new ATM Service Port.

(N)(X)

Asynchronous Transfer Mode (ATM) Service is a cell-based, broadband communication Service using 53-byte cells to transport data, video traffic and, when available, voice traffic. ATM Service provides a flexible way to handle bursty traffic, combining the statistical efficiencies of packet switching with the low delays of circuit switching. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.

ATM Service conforms to industry protocol standards created by the Telecommunications Standardization Bureau of the International Telecommunications Union (ITU-T) and American National Standards Institute (ANSI).

Certain material previously found on this page can now be found on Original Page 34.1.

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ADVANCED SERVICES TARIFF

SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

4.2 Vintage Service Provisioning

(C)(X)

The Service Level Agreement (SLA) for vintage ATM Service can be found in Section 2.20, preceding.

(M)(X)

4.2.1 User Network Interface (UNI) Access Link and Port

The UNI Access Link and Port connects the Customer to the Company ATM network based upon the standards defined UNI signaling protocol, available at DS1, DS3 and OC3c speeds. Each UNI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected. Inverse Multiplexing for ATM (IMA) provides inverse multiplexing of an ATM cell stream over multiple physical DS1 links and retrieval of the original stream at the far end of those links.

UNI Access Link and Port		West-CA	West-NV	Central	North	Northeast
DS1	0-384 Kbps	X	X	X		
DS1	385-768 Kbps	X	X	X		
DS1	1.5 Mbps	X	X	X	X	X
DS3	0-20 Mbps	X	X	X		
DS3	21-40 Mbps	X	X	X	X	X
OC3c	21-50 Mbps	X		X		
OC3c Protected	21-50 Mbps			X		
OC3c	51-100 Mbps	X		X		
OC3c Protected	51-100 Mbps			X		
OC3c (bandwidth determined by PVC)						X
OC3c	101-148 Mbps	X		X	X	
OC3c Protected	101-148 Mbps			X		

IMA UNI Access Link and Port		West-CA	West-NV	Central	North	Northeast
(2) DS1s	3.072 Mbps	X	X	X		
(3) DS1s	4.604 Mbps	X	X	X		
(4) DS1s	6.144 Mbps	X	X	X		
(8) DS1's	12.288 Mbps	X	X	X		

(M)(X)

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SECTION 4 - ASYNCHRONOUS TRANSFER MODE (Continued)**Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

4.2 Vintage Service Provisioning (Continued)

(C)(X)

4.2.2 Gateway Interface (User Network Interface - Port Only)

The Gateway Interface provides port access into the Company's ATM network.

UNI GI - Port Only		West-CA	West-NV	Central	North	Northeast
DS1	0 -384Kbps	X	X	X		
DS1	385-768Kbps	X	X	X		
DS1	1.5 Mbps	X	X	X	X	
DS3	0-20 Mbps	X	X	X		
DS3	21-40 Mbps	X	X	X	X	
OC3c	21-50 Mbps	X		X		
OC3c	51-100 Mbps	X		X		
OC3c	101-148 Mbps	X		X	X	

IMA UNI GI - Port Only		West-CA	West-NV	Central	North	Northeast
(2) DS1s	3.072 Mbps			X		
(3) DS1s	4.604 Mbps			X		
(4) DS1s	6.144 Mbps			X		
(8) DS1's	12.288 Mbps			X		

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SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

4.2 Vintage Service Provisioning (Continued)

(C)(X)

4.2.3 Broadband ISDN Inter-Carrier Interface (B-ICI) Access Link and Port

The Broadband ISDN Inter-Carrier Interface (B-ICI) Access Link and Port connects the Customer to the Company ATM network based upon the standards defined B-ICI signaling protocol, available at DS1, DS3 and OC3c speeds. Each B-ICI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

B-ICI Access Link and Port		West-CA	West-NV	Central	North	Northeast
DS1	1.5 Mbps	X	X	X		
DS3	40 Mbps	X	X	X		
OC3c	148 Mbps	X		X		
OC3c Protected	148 Mbps			X		

4.2.4 Broadband ISDN Inter-Carrier Interface (B-ICI) (Network Gateway Interface - Port Only)

The Network Gateway Interface (NGI) provides port access into the Company's ATM network.

B-ICI Port Only		West-CA	West-NV	Central	North	Northeast
DS1	1.5 Mbps	X	X	X		
DS3	40 Mbps	X	X	X		
OC3c	148 Mbps	X		X		

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SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

4.2 Vintage Service Provisioning (Continued)

(C)(X)

4.2.5 Permanent Virtual Circuits (PVCs)

Permanent Virtual Circuits (PVCs) are logical connections between two (2) ATM ports that allow data to be sent from one Customer location to another. The PVC defines the logical path from Customer designated premises through Company's ATM network to the desired destination, typically another Customer designated premises. The PVC is established with Customer's desired bandwidth at the time the circuit is initially turned up for service, which will remain in place until the Customer decides to change the PVC path or bandwidth.

Company provides varying Quality of Service levels for each PVC. The Customer must choose the traffic prioritization parameters available for each PVC. Traffic prioritization parameters refer to priorities given to cell transmissions and sensitivity of cells to delay variation and loss within the network.

Company ATM switches are responsible for guaranteeing the Quality of Service, based on the traffic priority parameter selected. The traffic prioritization parameter categories are listed below. Not all parameters are available in all regions.

4.2.5.A Constant Bit Rate (CBR)

CBR supports the transmission of a continuous flow of user information required to support applications where variable delays in transmission could negatively impact the streaming information content. CBR is the highest priority traffic on the network. Examples of applications requiring CBR are voice and some types of video and data streaming.

4.2.5.B Variable Bit Rate - real time (VBR-rt)

VBR-rt supports traffic transmission levels for applications where a PVC requires low cell deviation. Such applications could include variable bit rate video compression and packet voice and video, which are somewhat tolerant of delay.

4.2.5.C Variable Bit Rate - non real time (VBR-nrt)

VBR-nrt supports traffic transmission levels for applications where a PVC can tolerate larger cell delay variation than VBR-rt. Such applications could include data file transfers.

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SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

4.2 Vintage Service Provisioning (Continued)

(C)(X)

4.2.5 Permanent Virtual Circuits (PVCs) (Continued)**4.2.5.D Unspecified Bit Rate (UBR)**

UBR supports the transmission of a continuous bit stream of traffic using a "best effort" class of Service for critical, delay-tolerant applications such as data file transfers.

Additional UBR PVC connections may be established for customers wishing to exceed the UNI, GI or B-ICI bandwidth. This condition is known as over subscription and is used only with UBR PVCs. When over subscription occurs, there can be no guarantee that any of the bandwidth defined for any of the connections will be available.

PVC	West-CA	West-NV	Central	North	Northeast
CBR	X	X	X	X	X
VBR-rt				X	
VBR-nrt	X	X	X	X	X
UBR	X	X	X	X*	X

*UBR only available on ATM when purchased in conjunction with Wholesale DSL Transport Service.

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