

ADVANCED SERVICES TARIFF

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SBC ADVANCED SOLUTIONS, INC.

Advanced Services are provided by means of wire, terrestrial microwave radio, optical fibers satellite circuits, or a combination thereof.

This entire tariff is initially issued under authority of Special Permission No. 01-095 of the F.C.C.

(Issued under Transmittal No. 1)

Issued: September 07, 2001

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By:

John S. Habeeb – Director Regulatory  
SBC Advanced Solutions, Inc.  
300 Convent, 19<sup>th</sup> Floor  
San Antonio, Texas 78205

## ADVANCED SERVICES TARIFF

**CHECK SHEET**

Pages listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original	31	Original	57	2 <sup>nd</sup>
1	Original	32	Original	58	3 <sup>rd</sup>
2*	9 <sup>th</sup>	33	1 <sup>st</sup>	59	3 <sup>rd</sup>
3	1 <sup>st</sup>	34	1 <sup>st</sup>	59.1	Original
4	Original	35	Original	60	2 <sup>nd</sup>
4.1	Original	36	Original	61	2 <sup>nd</sup>
5	Original	37	1 <sup>st</sup>	62	1 <sup>st</sup>
6	Original	38	1 <sup>st</sup>	63	1 <sup>st</sup>
7	Original	38.1	Original	63.1	Original
8	Original	38.2	Original	64	Original
9	1 <sup>st</sup>	38.3	Original	65	Original
9.1	Original	38.4	Original	66	Original
10	Original	38.5	Original	67	Original
11	1 <sup>st</sup>	38.6	Original	68	Original
12	Original	39	2 <sup>nd</sup>	69	1 <sup>st</sup>
13	Original	39.1	Original	70	2 <sup>nd</sup>
14	Original	40	2 <sup>nd</sup>	71	1 <sup>st</sup>
15	Original	41	2 <sup>nd</sup>	72	1 <sup>st</sup>
16	Original	42	4 <sup>th</sup>	72.1	Original
17	Original	42.1	Original	73	Original
18	Original	43	2 <sup>nd</sup>	74	1 <sup>st</sup>
19	Original	44	1 <sup>st</sup>	75	Original
20	Original	45	1 <sup>st</sup>	76	1 <sup>st</sup>
21	Original	45.1	Original	77	Original
22	Original	46	2 <sup>nd</sup>	78	Original
23	Original	46.1	Original	79	2 <sup>nd</sup>
24	Original	47	2 <sup>nd</sup>	80	1 <sup>st</sup>
25	1 <sup>st</sup>	48	2 <sup>nd</sup>	80.1	Original
26	1 <sup>st</sup>	48.1	Original	80.2	Original
27	Original	49	2 <sup>nd</sup>	80.3	Original
28	1 <sup>st</sup>	50	2 <sup>nd</sup>	80.4	Original
28.1	1 <sup>st</sup>	50.1	Original	80.5*	Original
28.2	1 <sup>st</sup>	51	1 <sup>st</sup>	80.6*	Original
28.3	Original	52	Original	81	Original
28.4	Original	53	Original	82	Original
29	1 <sup>st</sup>	54	1 <sup>st</sup>	83	1 <sup>st</sup>
30	2 <sup>nd</sup>	55	3 <sup>rd</sup>	84	1 <sup>st</sup>
30.1	Original	56	3 <sup>rd</sup>		

\*New or Revised Page

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## ADVANCED SERVICES TARIFF

**TABLE OF CONTENTS**

<b>Title Page.....</b>	<b>1</b>	
<b>Check Sheet .....</b>	<b>2</b>	
<b>Table of Contents. ....</b>	<b>3</b>	
<b>Tariff User's Guide.....</b>	<b>5</b>	
<b>Concurring, Connecting, and Other Participating Carriers.....</b>	<b>6</b>	
<b>Explanation of Symbols.....</b>	<b>7</b>	
<b>Reference to Other Tariffs .....</b>	<b>8</b>	
<b>Reference to Other Publications.....</b>	<b>8</b>	
<b>Definition of Terms and Abbreviations. ....</b>	<b>9</b>	
<b>Section 1 - Application of Tariff .....</b>	<b>10</b>	
<b>Section 2 - Regulations.....</b>	<b>11</b>	
2.1 Undertaking of Company.....	11	
2.2 Limitations of Service. ....	12	
2.3 Limitations of Liability .....	13	
2.4 Force Majeure.....	14	
2.5 Law Enforcement and Civil Process.....	14	
2.6 Provision of Service .....	15	
2.7 Operation and Maintenance .....	15	
2.8 Refusal and Discontinuance of Service.....	17	
2.9 Use of Service .....	18	
2.10 Obligations of the Customer .....	20	
2.11 Grandfathered Customer Contracts .....	22	
2.12 Payment and Billing.....	23	
2.13 Deposits, Advance Payments and Adjustments .....	24	
2.14 Taxes.....	25	
2.15 Customer Equipment.....	27	
2.16 Interconnection .....	27	
2.17 Inspection, Testing and Adjustments .....	27	
2.18 Provision of Service .....	28	
2.19 Other Rules.....	28	
2.20 Frame Relay/ATM Service Level Agreement (SLA).....	28.1	(N)(X)

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## ADVANCED SERVICES TARIFF

**TABLE OF CONTENTS (Continued)**

<b>Section 3 – Application of Rates .....</b>	<b>29</b>
3.1 Rate Regulations .....	29
3.2 Nonrecurring Charges.....	29
3.3 Monthly Recurring Rates .....	29
3.4 Minimum Period .....	30
3.5 Term Pricing Plans (TPP) .....	30
3.6 Moves.....	31
3.7 Upgrades .....	33
<b>Section 4 – Asynchronous Transfer Mode (ATM) .....</b>	<b>34</b>
4.1 Service Description .....	34
4.2 Service Provisioning .....	35
4.3 Rate Elements .....	39
4.4 Rates.....	40
<b>Section 5 – Frame Relay Service.....</b>	<b>51</b>
5.1 Service Description .....	51
5.2 Service Provisioning .....	51
5.3 Rate Elements .....	54
5.4 Rates.....	55
<b>Section 6 – Wholesale Digital Subscriber Line (DSL) Transport .....</b>	<b>61</b>
6.1 Service Description .....	61
6.2 Service Provisioning .....	63
6.3 Customer Support.....	64
6.4 Volume Commitments .....	64
6.5 Rate Elements .....	69
6.6 Rates.....	69
<b>Section 7 – Remote LAN DSL Transport .....</b>	<b>70</b>
7.1 Service Description .....	70
7.2 Service Provisioning .....	72
7.3 Customer Support.....	73
7.4 Volume Commitment .....	73
7.5 Rate Elements .....	74
7.6 Rates.....	74
<b>Section 8 – Network Access Point (NAP) .....</b>	<b>75</b>
8.1 Service Description .....	75
8.2 Service Provisioning .....	76
8.3 Rate Elements .....	77
8.4 Rates.....	78
<b>Section 9 - Promotions .....</b>	<b>80</b>
<b>Section 10 – Special Construction .....</b>	<b>81</b>
10.1 Regulations .....	81
10.2 Charges.....	82

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ADVANCED SERVICES TARIFF

---

**TABLE OF CONTENTS** (Continued)

<b>Section 11 – Discount Pricing Plans .....</b>	<b>83</b>	(N)(X)
11.1    TPP Volume Discount Plan (TVP).....	83	(N)(X)

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**TARIFF USER'S GUIDE**

**Page Numbering** - Page numbers appear in the upper right corner of each page. Pages are numbered sequentially. New pages added between existing pages already in effect will have a decimal. For example, new pages added between pages 10 and 11 would be 10.1, 10.2, etc.

**Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 2<sup>nd</sup> Revised Page 10 cancels and replaces the 1<sup>st</sup> Revised Page 10.

**Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

2  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.1  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i)(1)

**Check Page** - When a filing is made with the Federal Communications Commission ("Commission") an updated check page accompanies the filing. The check page lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. An asterisk (\*) designates all revisions made in a given filing. There shall be no other symbols used on this page if these are the only changes made. The Tariff user should refer to the latest check page to find out if a particular page is the most current on file with the Commission.

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ADVANCED SERVICES TARIFF

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**CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS**

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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**EXPLANATION OF SYMBOLS**

Changes to this Tariff shall be identified on the revised page(s) through the use of symbols. The following symbols are used for the purposes indicated below:

- (C) - Changed regulation
- (D) - Discontinued rate or regulation
- (I) - Increased rate or charge
- (M) - Moved text from one page to another without a change
- (N) - New rate or regulation
- (R) - Reduced rate or charge
- (S) - Reissued text
- (T) - Textual change but no change in rate or regulation
- (Z) - To signify a correction

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ADVANCED SERVICES TARIFF

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**REFERENCE TO OTHER TARIFFS**

No References to Other Tariffs

**REFERENCE TO OTHER PUBLICATIONS**

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## ADVANCED SERVICES TARIFF

**DEFINITION OF TERMS AND ABBREVIATIONS**

The following are definitions of generally used terms in this Tariff.

**AFFILIATE REGIONS** – Denotes the regions served by the affiliate Incumbent Local Exchange Carriers which includes Southwestern Bell Telephone Company, Ameritech, Pacific Bell Telephone Company, Nevada Bell Telephone Company and Southern New England Telephone Company.

**AMERITECH** – Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc.

**ASI REGIONS** – Refers to the geographic areas in which SBC-ASI offers services under this tariff. The geographic areas are limited to the territories served by SBC-ASI's affiliate ILECs in each state (i.e. the combined service areas of Ameritech, Southwestern Bell Telephone Company, Pacific Bell Telephone Company, Nevada Bell Telephone Company and Southern New England Telephone Company). ASI Regions are as follows:

ASI-West – California and Nevada

ASI-Central – Texas, Missouri, Oklahoma, Kansas and Arkansas

ASI-North – Illinois, Michigan, Ohio, Indiana and Wisconsin

ASI-Northeast – Connecticut.

(T)(X)  
|  
|  
(T)(X)

**CLEC** – Competitive Local Exchange Carrier

**COMMITTED INFORMATION RATE** – The bit rate that the network commits to transfer data under normal conditions. Each PVC is assigned a committed information rate (CIR).

**COMPANY** – SBC Advanced Solutions, Inc., Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Wisconsin, Inc., collectively referred to as SBC Advanced Solutions, Inc. ("SBC-ASI").

**CUSTOMER** – Any person, firm, partnership, corporation or other entity who subscribes to Service under the terms and conditions of this Tariff.

**CUSTOMER DESIGNATED PREMISES** – A physical location where Company's facilities terminate to the Customer equipment or facilities.

**END USER** – An individual, association, corporation, government agency or entity that subscribes to the Service and does not resell the Service to others or use the Service as an input to provide an information Service to others. An End User is not an Internet Service Provider that purchases DSL Transport to provide high speed Internet Access information Services to others. For DSL Transport, the End User is the customer of the Internet Service Provider.

**ILEC** – Incumbent Local Exchange Carrier

**IXC** – Interexchange Carrier

(D)(X)  
|  
|  
(D)(X)

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ADVANCED SERVICES TARIFF

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**DEFINITION OF TERMS AND ABBREVIATIONS (Continued)**

**LOGICAL CONNECTION** – Provides end-to-end information transfer capability from one port to another.

(N)(X)

**PERMANENT VIRTUAL CONNECTION** – Software defined logical paths established between two or more points (point to point or point to multi-point). All cells, in all sessions between two end points, follow the same route. The PVC defines the logical path from the Customer's premises through Company's ATM network to the desired destination, typically another Customer premises location. The PVC is established with the 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.

**VIRTUAL SESSION** – The active communications path between Company's ATM network and End User premises.

(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 1 - APPLICATION OF TARIFF**

This Tariff contains the regulations, rates and charges applicable to the provision of interstate advanced telecommunications Services ("Services") by SBC Advanced Solutions, Inc. (hereinafter referred to as "Company") between domestic points within the United States, subject to the jurisdiction of the Commission.

This Tariff is available for public inspection during normal business hours at Company offices located at 300 Convent, 19<sup>th</sup> Floor, San Antonio, TX 78205.

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ADVANCED SERVICES TARIFF

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**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<sup>(1)</sup> of a Service offered in this Tariff to Customer's designated premises. (N)(X)
- 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. (N)(X)  
(N)(X)  
(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.2 Limitations of Service**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff. Service may not be available in some locations or in some areas.
- 2.2.2** Company reserves the right to discontinue furnishing Service, or to limit the use of the Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this Tariff or for nonpayment by Customer.
- 2.2.3** Customer may not transfer or assign the use of Service, except with the prior written consent of Company. All regulations and conditions contained in this Tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.
- 2.2.4** Customer may not use Services contained herein for any unlawful purpose, however, Company is in no way obligated to monitor or police such activity.
- 2.2.5** Company may require Customer to sign an application form furnished by Company and to establish credit as provided in this Tariff, as a condition precedent to the initial establishment of Service. Company's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions of this Tariff. Company may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.3 Limitations of Liability**

- 2.3.1** Company warrants that the Service will be installed and maintained in good working order and that the Service will perform substantially in accordance with the requirements of this Tariff.
- 2.3.2** Company's warranty does not cover repairs for damages caused by any negligence, gross negligence, or intentional acts or omissions of Customer, or its officers, agents or employees. Except as specifically provided for herein, Company expressly disclaims all other warranties with respect to the Service, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- 2.3.3** Company's sole liability, whether in contract or in tort (including negligence, gross negligence or strict liability), for any failure, defect, error, loss, or omission in the provisioning of the Service ("Service Interruption") of any kind including, but not limited to, Service Interruption alleged to be caused by defective customer-owned or provided equipment or customer premises equipment ("Customer Equipment"), even if provided or installed by Company, is limited to refund of the proportionate charge for the period during which the Service was affected.
- 2.3.4** In no event will Company be liable to Customer, under any circumstances, for indirect, incidental, special or consequential damages of any kind whatsoever including, but not limited to, lost profits, lost revenue, failure to realize expected savings and loss of data, regardless of the form of action and whether or not such damages are foreseeable.
- 2.3.5** Company shall not be liable for unlawful use, or use by any unauthorized person, of its Service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Company.
- 2.3.6** Company shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by Company's facilities. Customer shall indemnify and hold harmless Company from any third-party claims asserting such liability.
- 2.3.7** Company shall not be liable for any damages Customer may incur as a result of the unauthorized use of the Services provided under this Tariff. Customer is responsible for controlling access to, and the use of, the Services provided by Company.
- 2.3.8** Company shall not be liable for temporary interruptions of Service that may occur as normal events in the provision of Service. Company has no control over third party networks accessed in the course of Customer's use of Service, therefore, Company shall not be liable for any delays and disruption caused by other network transmissions beyond Company's control.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.4 Force Majeure**

Company will not be liable for any loss or damage resulting from any cause beyond Company's reasonable control, such as, but not limited to, fire, explosion, lightning, flood, earthquake, power surges or failures, strikes or labor disputes, floods, storms, tornadoes, acts of war, civil disturbances, acts of civil or military authorities or the public enemy, delays caused by Customer, Customer Equipment or Customer Service or equipment vendors or any other cause beyond Company's.

On the occurrence of any such event and to the extent such occurrence interferes with Company's obligation under this tariff, Company will be excused from such obligations during the period of such interference, provided that Company uses all reasonable efforts available to Company to avoid or remove such causes of inability to meet such obligation.

**2.5 Law Enforcement and Civil Process**

**2.5.1** Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from telecommunications carriers. When Company receives a request associated with the Customer, Company will comply with any valid request, to the extent Company is able to do so. If such compliance requires the assistance of Company, such assistance will be provided.

**2.5.2** Subpoenas. If Company receives a subpoena for information concerning an End User Company knows to be Customer's End User, Company will refer the subpoena to the requesting entity indicating that Customer is the responsible company. Provided, however, if the subpoena requests records for a period of time during which Company was the End User's Service provider, Company will respond to any valid request to the extent Company is able to do so. If response requires the assistance of Customer, such assistance shall be provided by Customer.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.6 Provision of Services**

**2.6.1** Company will provide to the Customer the Services offered in this Tariff at the specified rates and charges, to the extent that such Services are or can be made available with reasonable effort. In the event that the Customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with Company's filed Tariffs and technical references contained therein, alternative designs may be provided by Company. Additionally, Company will work with the Customer to reach an agreeable solution.

**2.6.2** The Services provided under this Tariff are provided over such routes and facilities as Company may elect. Requests for special facilities or routing of Service may require special construction charges. Company reserves the right to refuse Service if such special facilities or routing is deemed by Company to be detrimental to its economic, operational, security or other such interest.

**2.7 Operation and Maintenance****2.7.1 Maintenance of Service**

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

Company reserves the right to temporarily suspend Service to allow for maintenance.

**2.7.2 Availability of Testing**

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

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.7 Operation and Maintenance (Continued)****2.7.3 Interference or Impairment**

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than Company and associated with the facilities utilized to provide Services under this Tariff shall not interfere with or impair Service over any facilities of Company, its affiliated companies or its connecting or concurring carriers involved in its Services, cause any damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude Company's right to temporarily discontinue forthwith the use of a Service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. In such case the condition is not promptly or adequately corrected, Company shall immediately discontinue Service.

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By:

John S. Habeeb – Director Regulatory  
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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.8 Refusal and Discontinuance of Service**

- 2.8.1** Company may refuse additional applications for Service or discontinue the provision of Services as set forth below if a Customer fails to comply with the terms of the Tariff contained herein ("Non-complying Customer").

On thirty (30) calendar days written notice by Certified U.S. Mail (return receipt requested) to the person designated by that Customer to receive such notices of noncompliance, Company may:

**2.8.1.A** Refuse additional applications for Service and/or refuse to complete any pending orders for Service by the Non-complying Customer at anytime thereafter. If Company does not refuse additional applications for Service on the date specified in the thirty (30) calendar days' notice, and the Customer's noncompliance continues, nothing contained here shall preclude Company's right to refuse additional applications for Service to the Non-complying Customer without further notice; or

**2.8.1.B** Discontinue the provision of the Services to the Non-complying Customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If Company does not discontinue the provision of Services involved on the date specified in the thirty (30) calendar days' notice and the Customer's noncompliance continues, nothing contained herein shall preclude Company's right to discontinue the provision of the Services to the Non-complying Customer without further notice.

- 2.8.2** When Service is provided by more than one company, the companies involved in providing the joint Service may individually or collectively deny Service to a Non-complying Customer. Where the companies affected by the Non-complying Customer are incapable of effecting discontinuance of Service without cooperation from the other joint providers of the Service, such other companies will, if technically feasible, assist in denying the joint Service to the Non-complying Customer. Service denial for such joint Service will only include transmission, which originate or terminate within or transit, the operating territory of the companies initiating the Service denial for the Non-complying Customer. When more than one of the joint Service providers must deny Service to effectuate termination for noncompliance, in cases where a conflict exists in the applicable Tariff provisions, the Tariff regulation of the company where the Customers end office is located shall prevail for joint Service discontinuance provisions.

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**SECTION 2 - REGULATIONS (Continued)****2.9 Use of Service****2.9.1 Assignment and Transfer of Facilities**

**2.9.1.A** The Customer may not assign, or transfer (e.g. through mergers, acquisitions, consolidations, etc.) the use of Services provided under this Tariff except, where there is no interruption of use or relocation of the Services, such assignment or transfer may be made to:

**2.9.1.A.1** Another Customer, whether an individual, partnership, association or Corporation, provided the assignee or transferee assumes all outstanding indebtedness for such Services, the unexpired portion of the minimum period or Term Pricing Plan (TPP), the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any; or,

**2.9.1.A.2** A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period or TPP, the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any.

**2.9.1.B** In all cases of assignment or transfer, the written acknowledgement of Company is required prior to such assignment or transfer and such acknowledgement shall be made within fifteen (15) calendar days from the receipt of notification. The assignee or transferee (new Customer) shall provide to Company the written release of the use of such Services from the assignor or transferor (former Customer). All regulation, conditions and applicable charges, as set forth in this Tariff, shall apply to such assignee or transferee.

**2.9.1.C** The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.9 Use of Service (Continued)****2.9.2 Unlawful and Abusive Use**

- 2.9.2.A** The Services provided under this Tariff shall not be used for an unlawful purpose or used in an abusive manner. Abusive use includes:
- 2.9.2.A.1** The use of the Service by Customer, anonymously or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or,
- 2.9.2.A.2** The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more Customers.
- 2.9.2.B** Company shall, upon written request from a Customer, another telecommunications company or lawful authority, terminate Service to any subscriber or Customer identified as having utilized Service provided under this Tariff in the completion of abusive or unlawful transmissions.
- 2.9.2.C** In such instances when termination occurs, Company shall be indemnified, defended and held harmless by the Customer or any other telecommunications company or party against any claim, loss or damage arising from Company's actions in terminating such Service, unless caused by the negligence of Company.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.10 Obligations of the Customer****2.10.1 Equipment, Space and Power**

The Customer shall furnish, or arrange to have furnished, to Company, at no charge, an environment conducive to the operations of equipment, as well as the space and electrical power required by Company to provide Services under this Tariff at the points of termination of such Services. The selection of AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that Company may have access to such spaces at reasonable times for installing, testing, repairing or removing Services of Company.

**2.10.2 References to Company**

The Customer may advise End Users that certain Services are provided by Company in connection with the Service the Customer provides to End Users. However, the Customer shall not represent that Company jointly participates in the Customer's Services. Customer may not use any logo, trademark or other intellectual property right of Company without prior written permission.

**2.10.3 Damages**

The Customer shall reimburse Company for damages to Company facilities utilized to provide Services under this Tariff caused by the negligence, gross negligence or intentional act or omission of the Customer or resulting from the Customer's improper use of Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for the actions of another Customer. Upon reimbursement for damages, Company will cooperate with the Customer in prosecuting a claim against the person causing such damage. The Customer shall be subrogated to the right of recovery by Company for the damages to the extent of such payment.

**2.10.4 Claims and Demands for Damages**

**2.10.4.A** With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and hold harmless Company from and against all claims arising out of combining with, or use in connection with, the Services provided under this Tariff, any circuit, apparatus, system or method provided by the Customer.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.10 Obligations of the Customer (Continued)****2.10.4 Claims and Demands for Damages (Continued)**

**2.10.4.B** The Customer shall defend, indemnify and hold harmless Company from and against any suits, claims and losses or damages, including punitive damages, attorneys' 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 Company's Services provided under this Tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, 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 the Services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or person injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.

**2.10.5 Certification of Service as Interstate**

By ordering Services contained herein, Customer certifies Service will be used solely and exclusively for traffic that is interstate in nature or for jurisdictionally mixed traffic which contains greater than 10% interstate traffic.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS** (Continued)**2.11 Grandfathered Customer Contracts**

- 2.11.1** Non-affiliated Customer contracts or service agreements executed with Company prior to the effective date of this tariff ("existing contracts") are grandfathered as of the effective date of this tariff and all rates, terms and conditions contained therein remain in effect.
- 2.11.2** Customers with existing contracts containing only month to month rates, terms and conditions are on constructive notice that their service(s) will be converted to applicable month to month tariffed rates, terms and conditions ninety (90) calendar days after the effective date of this tariff.
- 2.11.3** Upon the effective date of this tariff, all contracts between Company and its affiliated Customers (including Southwestern Bell Internet Services, Inc., Pacific Bell Internet Services, Ameritech Interactive Media Services, Inc. and SNET Diversified Group, Inc.) are converted to the tariffed rates, terms and conditions contained herein, including volume and term liabilities.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.12 Payment and Billing**

- 2.12.1** Company or its billing agent will bill Customer (and not Customer's End User) and Customer will pay to Company or its billing agent on a monthly basis the charges set forth in this tariff. Charges will commence on the date Service is made available by Company under this tariff and will continue through the date Service is disconnected.
- 2.12.2** Charges are due on the date specified on the bill ("Payment Date").
- 2.12.3** Company or its billing agent may assess a late payment charge on any charges not received by the Payment Date. The late payment charge will be calculated according to the prevailing collections policy in place by Company or its billing agent, based on per month invoiced charges or portion thereof, for the period from the Payment Date until the payment is received. In no event will such charge exceed the maximum amount allowed by law. If this charge would exceed the maximum allowable charge in any jurisdiction where the Services have been provided but for which payment has not been received, the late payment charge shall be calculated at the maximum allowed by such jurisdiction.
- 2.12.4** Customer is responsible for payment of all charges for Service furnished to or used by Customer, or Customer's agents, servants, employees, or End Users. Customer is also responsible for payment of charges for all other third persons' use of Service to which Customer subscribes. All charges due from Customer are payable to Company or to Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to Company or its billing agent within thirty (30) calendar days after receipt of bill. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.12.5** If a billing dispute is resolved in favor of Customer, any billed charges and late payment charges collected on the disputed amount will be credited to Customer on Customer's bill.
- 2.12.6** If a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to the late penalty payment set forth above.
- 2.12.7** The security of Customer's authorization or access codes is the responsibility of Customer. Customer shall be responsible for payments of all charges applicable to the Service, including in cases where the Service was accessed in a manner not authorized by the Customer.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS** (Continued)**2.13 Deposits, Advance Payments and Adjustments**

- 2.13.1** Company or its agent may require a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. Company shall pay interest on deposits pursuant to any applicable rules and regulations.
- 2.13.2** The fact that a security deposit has been made in no way relieves Customer from prompt payment of bills upon presentation.
- 2.13.3** Company may require or receive advance payment from Customer for purposes including, but not limited to, security deposit and prepayment of Service.
- 2.13.4** Company reserves the right to issue credits and adjustments to Customer.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.14 Taxes**

**2.14.1** With respect to any purchase of Service under this tariff, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from Customer by Company, then (i) Company will bill, as a separately stated item, Customer for such Tax, (ii) Customer will timely remit such Tax to Company, and (iii) Company will remit such collected Tax to the applicable taxing authority.

**2.14.2** If Company does not collect a Tax because Customer asserts that it is not responsible for the Tax or is otherwise excepted from the obligation, which is later determined by formal action to be wrong then, as between Company and Customer, Customer will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

**2.14.3** If Company or Customer is audited by a taxing authority or other governmental entity both Company and Customer agree to reasonably cooperate with the other being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

**2.14.4** If applicable law excludes or exempts a purchase of Services under this Tariff from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if Customer complies with such procedure, Company, subject to section 2.14.2 above, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon Company's receipt of the exemption certificate or affidavit.

(T)(X)

**2.14.5** If applicable law excludes or exempts a purchase of Services under this tariff from a Tax, but does not also provide an exemption procedure, then Company will not collect such Tax if Customer (i) furnishes Company with a letter signed by an officer of Customer claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies Company with an indemnification agreement, reasonably acceptable to Company, which holds Company harmless on an after-tax basis with respect to forbearing to collect such Tax.

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ADVANCED SERVICES TARIFF

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**2.14 Taxes (Continued)**

**2.14.6** With respect to any Tax or Tax controversy covered by this section, Customer will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. Customer will be entitled to the benefit of any refund or recovery resulting from such a contest.

(D)(X)  
(D)(X)

**2.14.7** Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of Customer to pay any Tax. Nothing shall prevent Company from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills Customer for such Tax or (2) it collects the Tax Customer. Notwithstanding anything in this tariff to the contrary, Customer shall be liable for and Company may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.15 Customer Equipment**

Service may be used with or terminated in Customer Equipment. Such Customer Equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs it incurs in the use of Service, including but not limited to Customer Equipment, wiring, electrical power, and personnel. When such Customer Equipment is used, it must be compatible with Company equipment and standards used to provide Service, and shall in all respects comply with the minimum protective standards of Company.

**2.16 Interconnection**

Service furnished by Company may be connected with the Services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

**2.17 Inspection, Testing and Adjustments**

**2.17.1** Company may make such tests and inspection as may be necessary to determine whether Tariff requirements are being complied with in the installation, operation and maintenance of Customer Equipment or Company's equipment. Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

**2.17.2** The facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.

**2.17.3** Company shall not be liable to Customer for any damages for Service Interruption pursuant to this section.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)**

**2.18 Provision of Service**

Services are provided only in those geographic areas where facilities exist, where Company in its discretion determined (subject to applicable law) to provide Service, and where Company is authorized to provide Services. Provision of Services offered under this Tariff is subject to availability.

**2.19 Other Rules**

Company reserves the right to discontinue Service, in whole or in part, limit Service or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

(D)(X)

Company also reserves the right to modify or change the network specifications without separate notice to Customer.

In the event terms of this Tariff are changed, Customer will be on constructive notice of the change through the filing of Tariff revisions.

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## ADVANCED SERVICES TARIFF

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

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. (N)(X)

**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:

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.

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

(N)(X)

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## ADVANCED SERVICES TARIFF

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

(C)(X)

(N)(X)

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

(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.

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

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## ADVANCED SERVICES TARIFF

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

(N)(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.

(N)(X)

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## ADVANCED SERVICES TARIFF

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

(N)(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.

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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 rates.

**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). The types of nonrecurring charges that apply are for installation of Services, installation of optional features and functions and network change charges.

Nonrecurring charges do not apply if Customer converts existing Service to a new Term Pricing Plan equal to or longer in length than the current service agreement and the Service remains at the same location.

(N)(X)  
(N)(X)  
(N)(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 Service, including changing circuit settings, rearranging PVCs or increasing or decreasing port speeds within a given bandwidth circuit. Network Change Charges apply per order, except in situations when a NRC applies.

(C)(X)  
| |  
(C)(X)

**3.2.4 Service Order Charges**

A Nonrecurring charge applies for receiving, recording and processing information in connection with a customer request for 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.

(N)(X)  
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**3.3 Monthly Recurring Rates**

Monthly recurring rates are the rates applied each month for the Service being provided. For billing purposes, each month is considered to have thirty (30) calendar days.

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ADVANCED SERVICES TARIFF

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**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 ATM Service provided in ASI-North, ASI-Central and ASI-Northeast is twelve (12) months.
- 3.4.3** The minimum period for Frame Relay Service provided in ASI-North is twelve (12) months.
- 3.4.4** When Service is discontinued prior to the expiration of the minimum period, charges are applicable whether the Service is used or not, as follows:
  - 3.4.4.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 level in effect at the time Service is discontinued.
  - 3.4.4.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 level in effect at the time Service is discontinued, for the remainder of the minimum period.

**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 and 5, 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)**

(N)(X)

**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. 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).

**3.5.5** Customer with an existing TPP Service period may upgrade to a higher speed Service without incurring termination or nonrecurring charges provided the new Service is at the same location and the Service period is equal to or greater than the remaining portion of the original TPP Service period.

**3.5.6 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)****3.6 Moves****3.6.1 Moves Within the Same Building**

Moves within the same building will incur a charge equal to one-half (1/2) of the nonrecurring charges and all associated special construction and material charges for the Service. There will be no change in TPP term requirements.

**3.6.2 Moves To a Different Building**

Moves to a different building will incur a charge equal to the nonrecurring charges and all associated special construction and material charges for the Service. There will be no change in TPP term requirements, except as noted in 3.6.3 below.

**3.6.3 When Termination Charges Apply**

If an order to move Service provided under a TPP does not meet one or more of the conditions described below, it will be treated as a discontinuance of Service and the establishment of a new Service and termination charges will apply. Except as noted, the monthly rates for the new Service will be those in effect at the time Service is moved. All nonrecurring charges and special construction charges associated with the establishment of the new Service will apply.

**3.6.3.1 Moves at Same Transmission Speed**

For moves or changes at the same transmission speed, the Customer may move Service to a new location, or move and change to another Company Service without incurring termination charges provided all of the following conditions are met:

- 1) The new Service is provided solely by Company;
- 2) The Customer's request to disconnect Service and request for new Service are received at the same time;
- 3) The due date of the new connect order must be within 120 days after the due date of the disconnect order;
- 4) The new Service has a transmission speed equal to the transmission speed of the existing Service;
- 5) For permanent virtual circuits (PVCs), the move must be associated with the move of one or more associated ports;
- 6) The total monthly charge for the new Service is equal to or greater than the total monthly price of the original Service.
- 7) For Services provided at DS3 or above, the new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established at the former location.

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**SECTION 3 - APPLICATION OF RATES (Continued)****3.6 Moves (Continued)****3.6.3 When Termination Charges Apply (Continued)****3.6.3.2 Moves Involving Upgrades in Transmission Speed**

For moves involving upgrades in transmission speed, the Customer may move Service to a new location and upgrade to a higher speed Company Service without incurring termination charges provided all of the following conditions are met:

- 1) The new Service is provided solely by Company;
- 2) The Customer's request to disconnect Service and request for new Service are received at the same time;
- 3) The due date of the new connect order must be within 120 days after the due date of the disconnect order;
- 4) The new Service has a transmission speed greater than the transmission speed of the existing Service;
- 5) For PVCs, the move must be associated with the move of one or more associated ports;
- 6) The total monthly charge for the new Service is equal to or greater than the total monthly price of the original Service.
- 7) The new Service establishes a new TPP effective date with a term equal or greater than the original TPP term established at the former location.

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## ADVANCED SERVICES TARIFF

**SECTION 3 - APPLICATION OF RATES** (Continued)**3.7 Upgrades**

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;
- 5) The Customer's disconnect order references the connect order for the new Service;
- 6) The total monthly revenue for the new Service is equal to or greater than the remaining monthly revenue of the original Service.
- 7) For Service at 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.

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Any additional nonrecurring or special construction charges associated with the new Service will apply.

**3.8 Order Cancellation Charges**

For Frame Relay and ATM Services, if Customer cancels an order for Service after Firm Order Confirmation (FOC) has been provided and before Service is available for use, Customer will be billed a cancellation charge equal to 100% of the Month/Month nonrecurring charges (or 100% of the one (1) year nonrecurring charges where Month/Month is not applicable). These cancellation charges 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.

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(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE****4.1 Service Description**

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).

**4.2 Service Provisioning**

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

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**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		

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## ADVANCED SERVICES TARIFF

**SECTION 4 - ASYNCHRONOUS TRANSFER MODE (Continued)****4.2 Service Provisioning (Continued)****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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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.2 Service Provisioning (Continued)****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>B-ICI Access Link and Port</b>		<b>West-CA</b>	<b>West-NV</b>	<b>Central</b>	<b>North</b>	<b>Northeast</b>
DS1	1.5 Mbps	<b>X</b>	<b>X</b>	<b>X</b>		
DS3	40 Mbps	<b>X</b>	<b>X</b>	<b>X</b>		
OC3c	148 Mbps	<b>X</b>		<b>X</b>		
OC3c Protected	148 Mbps			<b>X</b>		

**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>B-ICI Port Only</b>		<b>West-CA</b>	<b>West-NV</b>	<b>Central</b>	<b>North</b>	<b>Northeast</b>
DS1	1.5 Mbps	<b>X</b>	<b>X</b>	<b>X</b>		
DS3	40 Mbps	<b>X</b>	<b>X</b>	<b>X</b>		
OC3c	148 Mbps	<b>X</b>		<b>X</b>		

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.2 Service Provisioning (Continued)****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.

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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)****4.2 Service Provisioning (Continued)****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.

Certain material previously found on this page can now be found on Original Page 38.6.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.2 Service Provisioning (Continued)****4.2.5 Permanent Virtual Circuits (PVCs) (Continued)****ATM Host-Link**

ATM Host-Link gives the Customer the option to purchase multiple VPCs from the Company's ATM network to provide ATM connectivity for Digital Subscriber Line (DSL) Transport Services, including Wholesale DSL Transport Service and Remote LAN DSL Transport Service (see Sections 6 and 7 for provisioning of ATM connectivity with DSL Transport Services). Customer must obtain access to Company's ATM network by purchasing UNI Access Link and Port/Port Only or B-ICI Access Link and Port/Port Only. ATM Host-Link is offered only for DSL Transport connectivity and is applicable only for DS1, IMA, DS3 and OC-3 interfaces. Customer must commit to a three (3) or five (5) year TPP to purchase the ATM Host-Link option. Based on the speed requested by Customer, ATM Host-Link will contain the quantity of VPCs as listed by ASI Region below. If required, additional ATM Host-Link VPCs (exceeding the quantities designated below) may be purchased individually in the ASI-Central and ASI-West Regions, as indicated in Section 4.4, following.

VPC	West-CA	West-NV	North*	Central	Northeast**
DS1	10	10	X	10	13
IMA	25	25		25	
DS3	100	100	X	100	63
OC-3	200		X	200	63

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(N)(X)

\* ASI-North utilizes Layer Two Tunneling Protocol provisioning versus VP provisioning for DSL Transport logical connectivity, therefore VPC limitations do not apply.

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\*\*ASI-Northeast has platform restrictions that limit the number of VPCs available for use.

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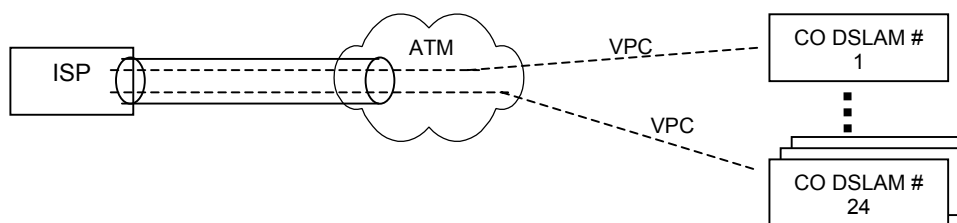
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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.2 Service Provisioning (Continued)****4.2.5 Permanent Virtual Circuits (PVCs) (Continued)****ATM Host-Link (Continued)****ASI-West Region**

The following ASI-West diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport, as well as rate examples:



In the ASI-West Region, Customer must purchase a VPC to each DSLAM in the LATA.

**ATM Service rate example without Host-Link option:**

Customer in ASI-West Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer needs 24 VPCs with UNI Access Link and Port – DS1 interface. The charges<sup>(1)</sup> are calculated as follows:

<b>Monthly</b>	<b>NRC</b>
\$ 650.00 (UNI Access Link and Port)	\$0
+\$ 690.00 (\$30 x 23 VPCs)	+\$50 x 23 (add'l VPCs)
<b>\$1,340.00</b>	<b>\$1,150.00</b>

**Same Customer scenario with Host-Link option:**

<b>Monthly</b>	<b>NRC</b>
\$ 650.00 (UNI Access Link and Port)	\$0
\$ 75.00 (1 DS1 ATM Host-Link)	\$0
+ \$ 105.00 (\$7.50 x 14 add'l VPCs)	+\$50 x 14 (add'l VPCs)
<b>\$830.00</b>	<b>\$700.00</b>

(1) The rates can be found in Section 4.4, following.

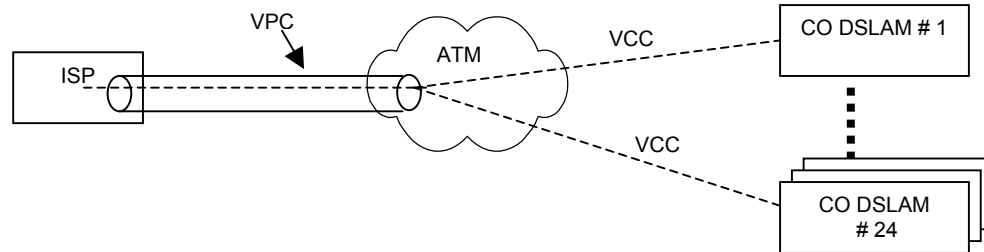
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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.2 Service Provisioning (Continued)****4.2.5 Permanent Virtual Circuits (PVCs) (Continued)****ATM Host-Link (Continued)****ASI-Central Region**

The following ASI-Central diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport, as well as rate examples:



In the ASI-Central Region, one VPC gives Customer access to all DSLAMs in the LATA, therefore no additional VPCs are required.

**ATM Service rate example without Host-Link option:**

Customer in ASI-Central Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer wants UNI Access Link and Port – DS1 interface. The charges<sup>(1)</sup> are calculated as follows:

Monthly	NRC
\$ 650.00 (UNI Access Link and Port)	\$0

**Same Customer scenario with Host-Link option:**

Monthly	NRC
\$ 650.00 (UNI Access Link and Port)	\$0
+\$ 75.00 (1 DS1 ATM Host Link)	+\$0
<b>\$ 725.00</b>	<b>\$0</b>

(1) The rates can be found in Section 4.4, following.

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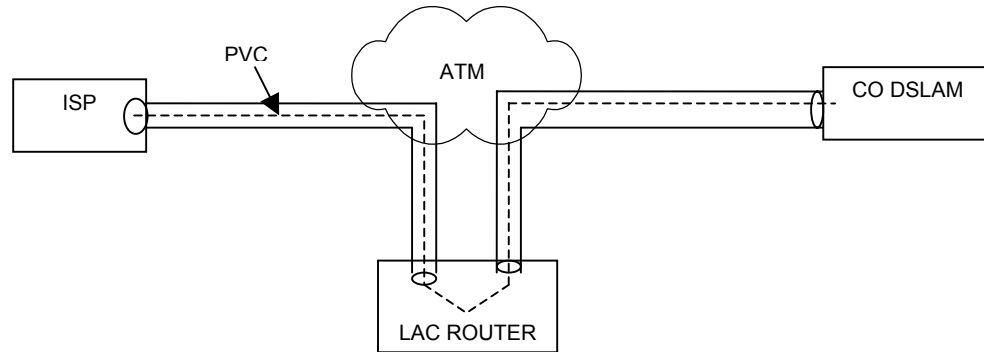
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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.2 Service Provisioning (Continued)**

(N)(X)

**4.2.5 Permanent Virtual Circuits (PVCs) (Continued)****ATM Host-Link (Continued)****ASI-North Region**

The following ASI-North diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport:



In the ASI-North Region, Layer Two Tunneling Protocol (L2TP) provisioning provides access to all DSLAMs in the LATA.

**ATM Service rate example without Host-Link option:**

Customer in ASI-North Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer wants UNI Access Link and Port – DS1 interface. The charges<sup>(1)</sup> are calculated as follows:

Monthly	NRC
\$ 635.00 (UNI Access Link and Port)	\$0
<u>+\$ 120.00 (UBR PVC)</u>	<u>+\$0</u>
<b>\$ 755.00</b>	<b>\$0</b>

**Same Customer scenario with Host-Link option:**

Monthly	NRC
\$ 635.00 (UNI Access Link and Port)	\$0
<u>+\$ 75.00 (1 DS1 ATM Host-Link)</u>	<u>+\$0</u>
<b>\$ 725.00</b>	<b>\$0</b>

(1) The rates can be found in Section 4.4, following.

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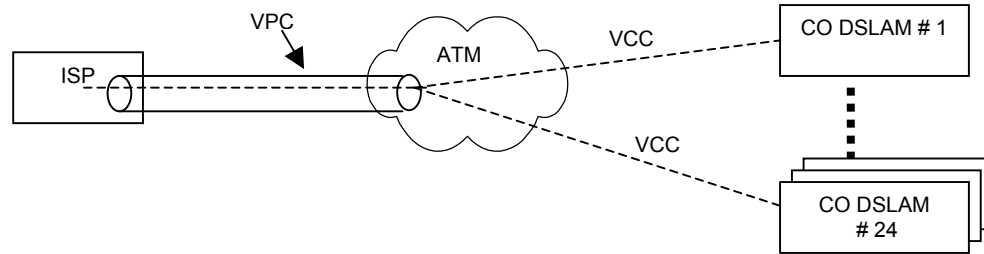
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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.2 Service Provisioning (Continued)****4.2.5 Permanent Virtual Circuits (PVCs) (Continued)****ATM Host-Link (Continued)****ASI-Northeast Region**

The following ASI-Northeast diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport, as well as rate examples:



In the ASI-Northeast Region, one VPC gives Customer access to all DSLAMs in the LATA, therefore no additional VPCs are required.

**ATM Service rate example without Host-Link option:**

Customer in ASI-Northeast Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer wants UNI Access Link and Port – DS1 interface. The charges<sup>(1)</sup> are calculated as follows:

Monthly	NRC
\$ 501.00 (UNI Access Link and Port)	\$0
+\$ 16.50 (1.5Mbps UBR)	+\$0
<b>\$ 517.50</b>	<b>\$0</b>

**Same Customer scenario with Host-Link option:**

Monthly	NRC
\$ 501.00 (UNI Access Link and Port)	\$0
+\$ 75.00 (1 DS1 ATM Host-Link)	+\$0
<b>\$ 576.00</b>	<b>\$0</b>

(1) The rates can be found in Section 4.4, following.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.2 Service Provisioning (Continued)**

(N)(X)

**4.2.6 Circuit Emulation Service (CES)**

(M)(X)

ATM Circuit Emulation Service (CES) provides the capability of directly connecting standard Time Division Multiplexing (TDM) interfaces to carry constant bit rate (CBR) or “circuit” traffic over ATM networks.

Optional Feature	West-CA	West-NV	Central	North	Northeast
DS1/PRI	X		X		

(M)(X)

Certain material on this page previously appeared on Original Page 38.

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ADVANCED SERVICES TARIFF

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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

**4.3 Rate Elements**

**4.3.1 UNI Access Link and Port**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**4.3.2 UNI GI – Port Only**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**4.3.3 B-ICI Access Link and Port**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**4.3.4 B-ICI – Port Only**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

Certain material previously found on this page can now be found on Original Page 39.1.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.3 Rate Elements****4.3.5 PVC**

A nonrecurring charge and a monthly rate apply based upon the traffic prioritization parameter selected and whether or not Customer is adding or changing. The following PVC types are available:

- **Virtual Channel Connection (VCC)** - Logical connection between one ATM switch port and another ATM switch port. The VCC allows exchange of information in the form of fixed cells at variable rates.
- **Virtual Path Connection (VPC)** - A group of logical connections between one ATM switch port and another ATM switch port. A VPC connection is typically used to route multiple Customer defined VCCs as a group. It is the responsibility of the Customer to configure and maintain the individual VCCs within a VPC connection.
- **FR-ATM Internetworking Service** - Connects a Frame Relay Port with the ATM network. (See Section 5 - Frame Relay Service)
- **ATM Host-Link** – A group of VPC connections between one ATM switch port and multiple DSLAMs, to be utilized for the provisioning of DSL Transport. (See Section 6 – Wholesale DSL Transport Service and Section 7 – Remote LAN DSL Transport Service)

The table below depicts PVCs and their applicability by region.

PVC	West-CA	West-NV	Central	North	Northeast
VCC	X	X	X		
VPC	X	X	X		
PVC				X	X
Host-Link	X	X	X	X	X

The first VCC/VPC will be provided at no charge with UNI, B-ICI, GI and NGI Access Links and Ports purchased in the ASI-Central and ASI-West Regions. This does not apply when Customer chooses ATM Host-Link option.

**4.3.6 Optional Features**

A nonrecurring charge and a monthly rate apply, based upon features selected.

Certain material on this page previously appeared on 1<sup>st</sup> Revised Page 39.

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(M)(X)

(M)(X)

(N)(X)

(N)(X)

## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates**

ATM Service Optional Features must be purchased in conjunction with UNI Access Link and Port/Port Only or B-ICI Access Link and Port/Port Only.

(N)(X)

(N)(X)

**ASI – Central**

UNI Access Link and Port*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1-384 K	NA	NA	\$ 550	\$ 1,200	\$ 450	\$ 0	\$ 350	\$ 0
DS1	385-768 K	NA	NA	\$ 650	\$ 1,200	\$ 525	\$ 0	\$ 400	\$ 0
DS1	769 K - 1.5 M	NA	NA	\$ 750	\$ 1,200	\$ 650	\$ 0	\$ 500	\$ 0
DS3	1-20 M	NA	NA	\$ 3,950	\$ 3,000	\$ 3,400	\$ 0	\$ 3,000	\$ 0
DS3	21-40 M	NA	NA	\$ 4,600	\$ 3,000	\$ 3,800	\$ 0	\$ 3,200	\$ 0
OC-3c	21-50 M	NA	NA	\$ 5,200	\$ 3,000	\$ 4,500	\$ 0	\$ 3,875	\$ 0
OC-3c Protected	21-50 M	NA	NA	\$ 6,200	\$ 3,000	\$ 5,500	\$ 0	\$ 4,875	\$ 0
OC-3c	51-100 M	NA	NA	\$ 5,650	\$ 3,000	\$ 4,900	\$ 0	\$ 4,250	\$ 0
OC-3c Protected	51-100 M	NA	NA	\$ 6,650	\$ 3,000	\$ 5,900	\$ 0	\$ 5,250	\$ 0
OC-3c	101-148 M	NA	NA	\$ 6,100	\$ 3,000	\$ 5,300	\$ 0	\$ 4,600	\$ 0
OC-3c Protected	101-148 M	NA	NA	\$ 7,100	\$ 3,000	\$ 6,300	\$ 0	\$ 5,600	\$ 0

IMA UNI Access Link and Port*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
IMA	3 Mbps	NA	NA	\$ 1,400	\$ 1,300	\$ 1,200	\$ 0	\$ 1,000	\$ 0
IMA	4.5 Mbps	NA	NA	\$ 1,700	\$ 1,700	\$ 1,500	\$ 0	\$ 1,300	\$ 0
IMA	6 Mbps	NA	NA	\$ 2,000	\$ 2,100	\$ 1,800	\$ 0	\$ 1,600	\$ 0
IMA	12 Mbps	NA	NA	\$ 3,000	\$ 3,700	\$ 2,700	\$ 0	\$ 2,400	\$ 0

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI – Central (Continued)**

UNI GI–Port Only* (N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
GI	0-384 K	NA	NA	\$ 275	\$ 1,200	\$ 200	\$ 0	\$ 175	\$ 0
GI	385-768 Kbps	NA	NA	\$ 325	\$ 1,200	\$ 238	\$ 0	\$ 200	\$ 0
GI	1.5 Mbps	NA	NA	\$ 375	\$ 1,200	\$ 288	\$ 0	\$ 250	\$ 0
GI DS3	1-20 Mbps	NA	NA	\$ 1,975	\$ 3,000	\$ 1,700	\$ 0	\$ 1,500	\$ 0
GI DS3	21-40 Mbps	NA	NA	\$ 2,300	\$ 3,000	\$ 1,900	\$ 0	\$ 1,600	\$ 0
GI OC3	21-50 Mbps	NA	NA	\$ 3,120	\$ 3,000	\$ 2,700	\$ 0	\$ 2,325	\$ 0
GI OC3	51- 100 Mbps	NA	NA	\$ 3,390	\$ 3,000	\$ 2,940	\$ 0	\$ 2,550	\$ 0
GI OC3	101-148 Mbps	NA	NA	\$ 3,660	\$ 3,000	\$ 3,180	\$ 0	\$ 2,760	\$ 0

IMA UNI GI – Port Only*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
IMA GI	3 Mbps	NA	NA	\$ 700	\$ 1,300	\$ 600	\$ 0	\$ 500	\$ 0
IMA GI	4.5 Mbps	NA	NA	\$ 875	\$ 1,700	\$ 750	\$ 0	\$ 650	\$ 0
IMA GI	6 Mbps	NA	NA	\$ 1,050	\$ 2,100	\$ 900	\$ 0	\$ 800	\$ 0
IMA GI	12 Mbps	NA	NA	\$ 1,750	\$ 3,700	\$ 1,500	\$ 0	\$ 1,400	\$ 0

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI – Central (Continued)**

B-ICI Access Link and Port*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	NA	NA	\$ 1,430	\$ 1,200	\$ 1,230	\$ 0	\$ 1,030	\$ 0
DS3	40 Mbps	NA	NA	\$ 4,819	\$ 3,000	\$ 4,024	\$ 0	\$ 3,413	\$ 0
OC-3c	148 Mbps	NA	NA	\$ 6,687	\$ 3,000	\$ 5,902	\$ 0	\$ 5,205	\$ 0
OC-3c Protected	148 Mbps	NA	NA	\$ 7,687	\$ 3,000	\$ 6,902	\$ 0	\$ 6,205	\$ 0

B-ICI (NGI)- Port Only*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
NGI DS1	1.5 Mbps	NA	NA	\$ 450	\$ 1,440	\$ 346	\$ 0	\$ 300	\$ 0
NGI DS3	40 Mbps	NA	NA	\$ 2,760	\$ 3,600	\$ 2,280	\$ 0	\$ 1,920	\$ 0
NGI OC3	148 Mbps	NA	NA	\$ 4,392	\$ 3,600	\$ 3,816	\$ 0	\$ 3,312	\$ 0

Optional Features		Month/Month		1 Year	
Port	Speed	Monthly	NRC	Monthly	NRC
CES-DS1 Port Only	1.5 Mbps	NA	NA	\$ 102	\$ 250
Additional VCCs*		\$ 18	\$ 60	NA	NA
Additional VPCs*		\$ 28	\$ 60	NA	NA
CBR DS1	per 64 Kbps	\$ 15	NA	NA	NA
CBR DS3 or OC3	per 1 Mbps	\$ 15	NA	NA	NA
Service Order Charge		NA	\$ 14	NA	NA

(D)(X)

(D)(X)

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI – Central (Continued)**

Optional Features		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 – ATM Host Link*	1.5 Mbps	NA	NA	\$ 75.00	\$ 0.00	\$ 60.00	\$ 0.00
IMA - ATM Host Link*	3 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA - ATM Host Link*	4.5 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA - ATM Host Link*	6 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA - ATM Host Link*	12 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
DS3 - ATM Host Link*	21-40 Mbps	NA	NA	\$ 750.00	\$ 0.00	\$ 600.00	\$ 0.00
OC-3 - ATM Host Link*	101-148 Mbps	NA	NA	\$ 1,500.00	\$ 0.00	\$ 1,200.00	\$ 0.00
Each additional ATM Host-Link VPC		NA	NA	\$ 7.50	\$ 50.00	\$ 6.00	\$ 50.00

\* ATM Host-Link includes 10 VPCs for DS1, 25 VPCs for IMA, 100 VPCs for DS3 and 200 VPCs for OC-3. The first VPC is not included with the ATM Host-Link option.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI – North**

UNI & NNI Access Link and Port		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	\$ 735	\$ 1,200	\$ 635	\$ 0	\$ 490	\$ 0
DS3	40 Mbps	\$ 3,950	\$ 3,000	\$ 3,350	\$ 0	\$ 2,950	\$ 0
OC-3c	148 Mbps	\$ 5,375	\$ 3,000	\$ 4,775	\$ 0	\$ 4,175	\$ 0

UNI & NNI Port Only *		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	\$ 600	\$ 1,200	\$ 500	\$ 0	\$ 400	\$ 0
DS3	40 Mbps	\$ 2,700	\$ 3,000	\$ 2,400	\$ 0	\$ 2,000	\$ 0
OC-3c	148 Mbps	\$ 4,200	\$ 3,000	\$ 3,800	\$ 0	\$ 3,200	\$ 0

\* Hubbed port, including transport from customer's serving wire center.

Misc. Services		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Network Change Charge (per order)		NA	\$ 24	NA	NA	NA	NA	NA	NA

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI - North**

<b>PVCs</b>	<b>Monthly Recurring</b>			
	<b>CBR</b>	<b>VBR – rt</b>	<b>VBR – nrt</b>	<b>UBR*</b>
64K	\$ 3.25	\$ 2.75	\$ 2.50	NA
128K	\$ 6.50	\$ 5.50	\$ 5.00	NA
192K	\$ 9.75	\$ 8.25	\$ 7.50	NA
256K	\$ 13.00	\$ 11.00	\$ 10.00	NA
320K	\$ 16.25	\$ 13.75	\$ 12.50	NA
384K	\$ 19.50	\$ 16.50	\$ 15.00	NA
448K	\$ 22.75	\$ 19.25	\$ 17.50	NA
512K	\$ 26.00	\$ 22.00	\$ 20.00	NA
576K	\$ 29.25	\$ 24.75	\$ 22.50	NA
640K	\$ 32.50	\$ 27.50	\$ 25.00	NA
704K	\$ 35.75	\$ 30.25	\$ 27.50	NA
768K	\$ 39.00	\$ 33.00	\$ 30.00	NA
832K	\$ 42.25	\$ 35.75	\$ 32.50	NA
896K	\$ 45.50	\$ 38.50	\$ 35.00	NA
960K	\$ 48.75	\$ 41.25	\$ 37.50	NA
1024K	\$ 52.00	\$ 44.00	\$ 40.00	NA
1088K	\$ 55.25	\$ 46.75	\$ 42.50	NA
1152K	\$ 58.50	\$ 49.50	\$ 45.00	NA
1216K	\$ 61.75	\$ 52.25	\$ 47.50	NA
1280K	\$ 65.00	\$ 55.00	\$ 50.00	NA
1344K	\$ 68.25	\$ 57.75	\$ 52.50	NA
1408K	\$ 71.50	\$ 60.50	\$ 55.00	NA
1472K	\$ 74.75	\$ 63.25	\$ 57.50	NA
1536K	\$ 78.00	\$ 66.00	\$ 60.00	\$ 120.00
1M	\$ 20.00	\$ 15.00	\$ 12.50	NA
2M	\$ 40.00	\$ 30.00	\$ 25.00	NA
3M	\$ 60.00	\$ 45.00	\$ 37.50	NA
4M	\$ 80.00	\$ 60.00	\$ 50.00	NA
5M	\$ 100.00	\$ 75.00	\$ 62.50	NA
6M	\$ 120.00	\$ 90.00	\$ 75.00	NA
7M	\$ 140.00	\$ 105.00	\$ 87.50(I)(X)	NA
8M	\$ 160.00	\$ 120.00	\$ 100.00	NA
9M	\$ 180.00	\$ 135.00	\$ 112.50	NA
10M	\$ 200.00	\$ 150.00	\$ 125.00	NA
11M	\$ 220.00	\$ 165.00	\$ 137.50	NA
12M	\$ 240.00	\$ 180.00	\$ 150.00	NA
13M	\$ 260.00	\$ 195.00	\$ 162.50	NA
14M	\$ 280.00	\$ 210.00	\$ 175.00	NA
15M	\$ 300.00	\$ 225.00	\$ 187.50	NA
16M	\$ 320.00	\$ 240.00	\$ 200.00	NA
17M	\$ 340.00	\$ 255.00	\$ 212.50	NA

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

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI – North (Continued)**

PVCs	Monthly Recurring			
Speed	CBR	VBR – rt	VBR – nrt	UBR*
18M	\$ 360.00	\$ 270.00	\$ 225.00	NA
19M	\$ 380.00	\$ 285.00	\$ 237.50	NA
20M	\$ 400.00	\$ 300.00	\$ 250.00	NA
21M	\$ 420.00	\$ 315.00	\$ 262.50	NA
22M	\$ 440.00	\$ 330.00	\$ 275.00	NA
23M	\$ 460.00	\$ 345.00	\$ 287.50	NA
24M	\$ 480.00	\$ 360.00	\$ 300.00	NA
25M	\$ 500.00	\$ 375.00	\$ 312.50	NA
26M	\$ 520.00	\$ 390.00	\$ 325.00	NA
27M	\$ 540.00	\$ 405.00	\$ 337.50	NA
28M	\$ 560.00	\$ 420.00	\$ 350.00	NA
29M	\$ 580.00	\$ 435.00	\$ 362.50	NA
30M	\$ 600.00	\$ 450.00	\$ 375.00	NA
31M	\$ 620.00	\$ 465.00	\$ 387.50	NA
32M	\$ 640.00	\$ 480.00	\$ 400.00	NA
33M	\$ 660.00	\$ 495.00	\$ 412.50	NA
34M	\$ 680.00	\$ 510.00	\$ 425.00	NA
35M	\$ 700.00	\$ 525.00	\$ 437.50	NA
36M	\$ 720.00	\$ 540.00	\$ 450.00	NA
37M	\$ 740.00	\$ 555.00	\$ 462.50	NA
38M	\$ 760.00	\$ 570.00	\$ 475.00	NA
39M	\$ 780.00	\$ 585.00	\$ 487.50	NA
40M	\$ 800.00	\$ 600.00	\$ 500.00	\$ 1000.00
41M	\$ 820.00	\$ 615.00	\$ 512.50	NA
42M	\$ 840.00	\$ 630.00	\$ 525.00	NA
43M	\$ 860.00	\$ 645.00	\$ 537.50	NA
44M	\$ 880.00	\$ 660.00	\$ 550.00	NA
45M	\$ 900.00	\$ 675.00	\$ 562.50	NA
46M	\$ 920.00	\$ 690.00	\$ 575.00	NA
47M	\$ 940.00	\$ 705.00	\$ 587.50	NA
48M	\$ 960.00	\$ 720.00	\$ 600.00	NA
49M	\$ 980.00	\$ 735.00	\$ 612.50	NA
50M	\$ 1,000.00	\$ 750.00	\$ 625.00(I)(X)	NA
144M	NA	NA	NA	\$ 1250.00

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

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE** (Continued)**4.4 Rates (Continued)**

<b>Optional Features</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
DS1 – ATM Host-Link	1.5 Mbps	NA	NA	\$ 120.00	\$ 0.00	\$ 100.00	\$ 0.00
DS3 - ATM Host-Link	40 Mbps	NA	NA	\$ 1,000.00	\$ 0.00	\$ 800.00	\$ 0.00
OC-3 - ATM Host-Link	148 Mbps	NA	NA	\$ 1,500.00	\$ 0.00	\$ 1,200.00	\$ 0.00

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI – Northeast**

UNI Access Link and Port		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	NA	NA	\$ 553	\$ 1,100	\$ 501	\$ 0	\$ 457	\$ 0
DS3	40 Mbps	NA	NA	\$ 1,880	\$ 1,500	\$ 1,690	\$ 0	\$ 1,550	\$ 0
OC-3c	148 Mbps	NA	NA	\$ 1,480	\$ 2,000	\$ 1,340	\$ 2000	\$ 1,200	\$ 2000

Interoffice Mileage (per mile)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	NA	NA	\$ 22	\$ 0	\$ 20	\$ 0	\$ 18	\$ 0
DS3	40 Mbps	NA	NA	\$ 145	\$ 0	\$ 135	\$ 0	\$ 125	\$ 0
OC-3c	148 Mbps	NA	NA	\$ 120	\$ 0	\$ 110	\$ 0	\$ 100	\$ 0

Optional Features		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
<b>Bandwidth per ½ Meg port</b>									
CBR		NA	NA	\$ 22.00	\$ 0	\$ 20.00	\$ 0	\$ 18	\$ 0
VBR		NA	NA	\$ 8.80	\$ 0	\$ 8.00	\$ 0	\$ 7	\$ 0
UBR		NA	NA	\$ 6.00	\$ 0	\$ 5.50	\$ 0	\$ 5	\$ 0
Add or Delete PVC					\$ 300		\$ 300		\$ 300 (N)(X)
Change Existing PVC Speed					\$ 100		\$ 100		\$ 100 (N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI – Northeast (Continued)**

Optional Features		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 - ATM Host-Link*	1.5 Mbps	NA	NA	\$ 16.50	\$ 0.00	\$ 15.00	\$ 0.00
DS3 - ATM Host-Link*	40 Mbps	NA	NA	\$ 440.00	\$ 0.00	\$ 400.00	\$ 0.00
OC-3 - ATM Host-Link*	148 Mbps	NA	NA	\$ 1,540.00	\$ 0.00	\$ 1,400.00	\$ 0.00

\* ATM Host-Link includes the maximum of 13 VPCs for DS1, 63 VPCs for DS3 and 63 VPCs for OC-3. The first VPC is not included with the ATM Host-Link option.

(N)(X)

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI – West/California**

User Network Interface (UNI) Port/Transport*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1-384Kbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS1	385-768 Kbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS1	769 Kbps-1.5 Mbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS3	1-20 Mbps	\$ 4,200	\$ 3,000	NA	NA	\$ 3,600	\$ 0	\$ 3,200	\$ 0
DS3	21-40 Mbps	\$ 5,000	\$ 3,000	NA	NA	\$ 4,200	\$ 0	\$ 3,400	\$ 0
OC-3c	21-50 Mbps	\$ 6,000	\$ 3,000	NA	NA	\$ 5,400	\$ 0	\$ 4,600	\$ 0
OC-3c	51-100 Mbps	\$ 6,500	\$ 3,000	NA	NA	\$ 5,800	\$ 0	\$ 5,100	\$ 0
OC-3c	101-148 Mbps	\$ 7,000	\$ 3,000	NA	NA	\$ 6,200	\$ 0	\$ 5,400	\$ 0
IMA	3 Mbps	\$ 1,400	\$ 1,800	NA	NA	\$ 1,200	\$ 0	\$ 1,000	\$ 0
IMA	4.5 Mbps	\$ 1,700	\$ 2,100	NA	NA	\$ 1,500	\$ 0	\$ 1,300	\$ 0
IMA	6 Mbps	\$ 2,000	\$ 2,400	NA	NA	\$ 1,800	\$ 0	\$ 1,600	\$ 0
IMA	12 Mbps	\$ 3,000	\$ 3,000	NA	NA	\$ 2,700	\$ 0	\$ 2,400	\$ 0

UNI GI – Port Only*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
GI DS1	0 – 384 Kbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS1	385–768 Kbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS1	769–1.5 Mbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS3	1–20 Mbps	\$ 2,700	\$ 3,000	NA	NA	\$ 2,400	\$ 0	\$ 2,000	\$ 0
GI DS3	21 – 40 Mbps	\$ 3,300	\$ 3,000	NA	NA	\$ 2,700	\$ 0	\$ 2,200	\$ 0
GI OC3	21–50 Mbps	\$ 3,900	\$ 3,000	NA	NA	\$ 3,500	\$ 0	\$ 2,900	\$ 0
GI OC3	51 – 100 Mbps	\$ 4,200	\$ 3,000	NA	NA	\$ 3,800	\$ 0	\$ 3,200	\$ 0
GI OC3	101 – 148 Mbps	\$ 4,600	\$ 3,000	NA	NA	\$ 4,100	\$ 0	\$ 3,500	\$ 0

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI – West/California (Continued)**

<b>B-ICI Access Link and Port*(N)(X)</b>		<b>Month/Month</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
DS1	1.5 Mbps	\$ 1,500	\$ 1,200	NA	NA	\$ 1,300	\$ 0	\$ 1,000	\$ 0
DS3	40 Mbps	\$ 5,200	\$ 3,000	NA	NA	\$ 4,400	\$ 0	\$ 3,600	\$ 0
OC-3c	148 Mbps	\$ 7,500	\$ 3,000	NA	NA	\$ 6,700	\$ 0	\$ 5,900	\$ 0

<b>B-ICI Port Only*(N)(X)</b>		<b>Month/Month</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
NGI DS1	1.5 Mbps	\$ 1,300	\$ 1,200	NA	NA	\$ 1,150	\$ 0	\$ 900	\$ 0
NGI DS3	40 Mbps	\$ 3,500	\$ 3,000	NA	NA	\$ 3,000	\$ 0	\$ 2,500	\$ 0
NGI OC3	148 Mbps	\$ 4,900	\$ 3,000	NA	NA	\$ 4,500	\$ 0	\$ 3,900	\$ 0

<b>Misc. Services</b>		<b>Month/Month</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>
CES-DS1		\$ 180	\$ 250
Additional VCCs*		\$ 15	\$ 50
Additional VPCs*		\$ 30	\$ 50
CBR DS1	per 64 Kbps	\$ 10	NA
CBR DS3 or OC3	per 1 Mbps	\$ 15	NA
Network Change Charge		NA	\$ 125

(D)(X)

(D)(X)

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)**

(N)(X)

**ASI – West/California (Continued)**

Optional Features		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 – ATM Host-Link*	1.5 Mbps	NA	NA	\$ 75.00	\$ 0.00	\$ 60.00	\$ 0.00
IMA – ATM Host-Link*	3 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	4.5 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	6 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	12 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
DS3 – ATM Host-Link*	21-40 Mbps	NA	NA	\$ 750.00	\$ 0.00	\$ 600.00	\$ 0.00
OC-3 – ATM Host-Link*	101-148 Mbps	NA	NA	\$ 1,500.00	\$ 0.00	\$ 1,200.00	\$ 0.00
Each additional ATM Host-Link VPC		NA	NA	\$ 7.50	\$ 50.00	\$ 6.00	\$ 50.00

\* ATM Host-Link includes 10 VPCs for DS1, 25 VPCs for IMA, 100 VPCs for DS3 and 200 VPCs for OC-3. The first VPC is not included with the ATM Host-Link option.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI – West/Nevada**

User Network Interface (UNI)*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1-384 Kbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS1	385-768 Kbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS1	769 Kbps -1.5 Mbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS3	1– 20 Mbps	\$ 4,200	\$ 3,000	NA	NA	\$ 3,600	\$ 0	\$ 3,200	\$ 0
DS3	21-40 Mbps	\$ 5,000	\$ 3,000	NA	NA	\$ 4,200	\$ 0	\$ 3,400	\$ 0
IMA	3 Mbps	\$ 1,400	\$ 1,800	NA	NA	\$ 1,200	\$ 0	\$ 1,000	\$ 0
IMA	4.5 Mbps	\$ 1,700	\$ 2,100	NA	NA	\$ 1,500	\$ 0	\$ 1,300	\$ 0
IMA	6 Mbps	\$ 2,000	\$ 2,400	NA	NA	\$ 1,800	\$ 0	\$ 1,600	\$ 0
IMA	12 Mbps	\$ 3,000	\$ 3,000	NA	NA	\$ 2,700	\$ 0	\$ 2,400	\$ 0

UNI GI – Port Only*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
GI DS1	0 – 384 Kbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS1	385–768 Kbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS1	769-1.5 Mbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS3	1 – 20 Mbps	\$ 2,700	\$ 3,000	NA	NA	\$ 2,400	\$ 0	\$ 2,000	\$ 0
GI DS3	21-40 Mbps	\$ 3,300	\$ 3,000	NA	NA	\$ 2,700	\$ 0	\$ 2,200	\$ 0

B-ICI Port/Transport*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	\$ 1,500	\$ 1,200	NA	NA	\$ 1,300	\$ 0	\$ 1,000	\$ 0
DS3	40 Mbps	\$ 5,200	\$ 3,000	NA	NA	\$ 4,400	\$ 0	\$ 3,600	\$ 0

B-ICI Port Only*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
NGI DS1	1.5 Mbps	\$ 1,300	\$ 1,200	NA	NA	\$ 1,150	\$ 0	\$ 900	\$ 0
NGI DS3	40 Mbps	\$ 3,500	\$ 3,000	NA	NA	\$ 3,000	\$ 0	\$ 2,500	\$ 0

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)****ASI – West/Nevada (Continued)**

Misc. Services		Month/Month	
Port	Speed	Monthly	NRC
Additional VCCs*		\$ 15	\$ 50
Additional VPCs*		\$ 30	\$ 50
CBR DS1	per 64 Kbps	\$ 10	N/A
CBR DS3 or OC-3	per 1 Mbps	\$ 15	N/A
Network Change Charge (per order)		NA	\$ 125

(D)(X)

(D)(X)

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.4 Rates (Continued)**

(N)(X)

**ASI – West/Nevada (Continued)**

Optional Features		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 – ATM Host-Link*	1.5 Mbps	NA	NA	\$ 75.00	\$ 0.00	\$ 60.00	\$ 0.00
IMA – ATM Host-Link*	3 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	4.5 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	6 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	12 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
DS3 – ATM Host-Link*	21-40 Mbps	NA	NA	\$ 750.00	\$ 0.00	\$ 600.00	\$ 0.00
Each additional ATM Host-Link VPC		NA	NA	\$ 7.50	\$ 50.00	\$ 6.00	\$ 50.00

\* ATM Host-Link includes 10 VPCs for DS1, 25 VPCs for IMA and 100 VPCs for DS3. The first VPC is not included with the ATM Host-Link option.

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ADVANCED SERVICES TARIFF

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**SECTION 5 – FRAME RELAY SERVICE****5.1 Service Description**

Frame Relay Service (FRS) is a communications Service that facilitates the exchange of Customer data in variable length information units, frames or packets between End User connections by way of assigned virtual connections. Each frame is passed to the FRS network with an address that specifies the virtual connections. FRS is capable of handling the requirements of bursty data sources because of the ability of the Service to allocate additional bandwidth when not in use by other Services. FRS allows End Users to share network resources.

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

**5.2 Service Provisioning**

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

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

**5.2.1 User Network Interface (UNI) Access Link and Port**

The UNI Access Link and Port connects the Customer to the Company FRS network based upon the standards defined UNI signaling protocol, available at several speeds between 56Kbps and DS3, which may vary by region.

Each UNI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**5.2.2 User Network Interface (UNI) Port Only**

UNI Port Only provides port access into the Company's FRS network.

**5.2.3 Network to Network Interface (NNI) Access Link and Port**

The NNI Access Link and Port connects the Customer to the Company FRS network based upon the standards defined NNI signaling protocol. Each NNI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**5.2.4 Network to Network Interface (NNI) Port Only**

The NNI Port connects the Customer to the Company FRS network based upon the standards defined NNI signaling protocol.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****5.2 Service Provisioning (Continued)****5.2.5 Permanent Virtual Circuits (PVCs)**

Permanent Virtual Circuits (PVCs) are logical connections between two (2) Frame Relay ports that allow data to be sent from one Customer location to another.

**5.2.6 Committed Information Rate**

Committed Information Rate (CIR) is the rate in Kbps or Mbps at which the Company commits to transfer user data under normal conditions, which may vary by region.

UNI PORTS		West-CA	West-NV	Central	North	Northeast
Port	Speed					
DS0	56 Kbps	X	X	X	X*	X
DS0	64 Kbps			X		X
DS1	128 Kbps	X		X	X*	X
DS1	256 Kbps			X	X*	X
DS1	384 Kbps	X		X	X*	X
DS1	512 Kbps			X		
DS1	768 Kbps			X		
DS1	1.536 Mbps	X	X	X		X
DS1	1.544 Mbps				X*	
DS3	37 Mbps	X				
DS3	42 Mbps			X		
DS3	45 Mbps				X*	X

\*Hubbed port, including transport from Customer's serving wire center.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE** (Continued)**5.2 Service Provisioning (Continued)****5.2.6 Committed Information Rate (Continued)**

Frame Relay Product Portfolio		West-CA	West-NV	Central	North	Northeast
Port	Speed					
Fractional DS1 NNI ports:				X		
DS1 NNI ports:		X	X	X	X*	X
DS3 NNI ports:		X		X	X*	X
FRATM		X	X	X	X*	X
CIR based PVC					X*	X
Multicasting PVC		X				

\*Hubbed port, including transport from Customer's serving wire center.

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ADVANCED SERVICES TARIFF

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**SECTION 5 – FRAME RELAY SERVICE (Continued)****5.3 Rate Elements****5.3.1 User Network Interface (UNI) Access Link and Port**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**5.3.2 User Network Interface (UNI) Port Only**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**5.3.3 Network to Network Interface (NNI) Port Only**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**5.3.4 PVC**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**5.3.5 Frame Relay to ATM Interworking (FRATM)**

Frame Relay/ATM Service Interworking (FRATM SI) provides transparent interworking between frame relay and ATM networks and devices. A monthly rate applies for the first FRATM SI, followed by nonrecurring charges for additions or changes.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****5.4 Rates  
ASI-Central**

Frame Relay UNI		Month/Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Access Link	56 Kbps	\$ 72.00	\$ 350	NA	NA	\$ 72.00(N)(X)	\$ 350(N)(X)	\$ 72.00	\$ 0	\$ 66.00	\$ 0
Port	56 Kbps	\$ 87.00	\$ 26	NA	NA	\$ 82.00(N)(X)	\$ 26(N)(X)	\$ 63.00	\$ 0	\$ 54.00	\$ 0
Total	56 Kbps	\$ 159.00	\$ 376	NA	NA	\$ 154.00(N)(X)	\$ 376(N)(X)	\$ 135.00	\$ 0	\$ 120.00	\$ 0
Access Link	64 Kbps	\$ 72.00	\$ 350	NA	NA	\$ 72.00(N)(X)	\$ 350(N)(X)	\$ 72.00	\$ 0	\$ 66.00	\$ 0
Port	64 Kbps	\$ 87.00	\$ 26	NA	NA	\$ 82.00(N)(X)	\$ 26(N)(X)	\$ 63.00	\$ 0	\$ 54.00	\$ 0
Total	64 Kbps	\$ 159.00	\$ 376	NA	NA	\$ 154.00(N)(X)	\$ 376(N)(X)	\$ 135.00	\$ 0	\$ 120.00	\$ 0
Frame UNI/NNI		Month/Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Access Link	128 Kbps	\$ 145.00	\$ 628	NA	NA	\$ 145(N)(X)	\$ 628(N)(X)	\$ 145.00	\$ 0	\$ 137.75	\$ 0
Port	128 Kbps	\$ 151.32	\$ 26	NA	NA	\$ 142(N)(X)	\$ 26(N)(X)	\$ 135.91	\$ 0	\$ 133.40	\$ 0
Total	128 Kbps	\$ 296.32	\$ 654	NA	NA	\$ 287(N)(X)	\$ 654(N)(X)	\$ 280.91	\$ 0	\$ 271.15	\$ 0
Access Link	256 Kbps	\$ 145.00	\$ 628	NA	NA	\$ 145(N)(X)	\$ 628(N)(X)	\$ 145.00	\$ 0	\$ 137.75	\$ 0
Port	256 Kbps	\$ 181.72	\$ 26	NA	NA	\$ 172(N)(X)	\$ 26(N)(X)	\$ 164.46	\$ 0	\$ 160.69	\$ 0
Total	256 Kbps	\$ 326.72	\$ 654	NA	NA	\$ 317(N)(X)	\$ 654(N)(X)	\$ 309.46	\$ 0	\$ 298.44	\$ 0
Access Link	384 Kbps	\$ 165.00	\$ 628	NA	NA	\$ 160(N)(X)	\$ 628(N)(X)	\$ 150.00	\$ 0	\$ 142.50	\$ 0
Port	384 Kbps	\$ 191.19	\$ 26	NA	NA	\$ 186(N)(X)	\$ 26(N)(X)	\$ 173.08	\$ 0	\$ 169.05	\$ 0
Total	384 Kbps	\$ 356.19	\$ 654	NA	NA	\$ 346(N)(X)	\$ 654(N)(X)	\$ 323.08	\$ 0	\$ 311.55	\$ 0
Access Link	512 Kbps	\$ 165.00	\$ 600	NA	NA	\$ 160(N)(X)	\$ 600(N)(X)	\$ 140.25	\$ 0	\$ 132.00	\$ 0
Port	512 Kbps	\$ 235.00	\$ 26	NA	NA	\$ 228(N)(X)	\$ 26(N)(X)	\$ 202.00	\$ 0	\$ 192.00	\$ 0
Total	512 Kbps	\$ 400.00	\$ 626	NA	NA	\$ 388(N)(X)	\$ 626(N)(X)	\$ 342.25	\$ 0	\$ 324.00	\$ 0
Access Link	768 Kbps	\$ 165.00	\$ 600	NA	NA	\$ 160(N)(X)	\$ 600(N)(X)	\$ 140.25	\$ 0	\$ 132.00	\$ 0
Port	768 Kbps	\$ 288.00	\$ 26	NA	NA	\$ 279(N)(X)	\$ 26(N)(X)	\$ 270.00	\$ 0	\$ 258.00	\$ 0
Total	768 Kbps	\$ 453.00	\$ 626	NA	NA	\$ 439(N)(X)	\$ 626(N)(X)	\$ 410.25	\$ 0	\$ 390.00	\$ 0
Access Link	1.536 Mbps	\$ 165.00	\$ 600	NA	NA	\$ 160(N)(X)	\$ 600(N)(X)	\$ 140.25	\$ 0	\$ 132.00	\$ 0
Port	1.536 Mbps	\$ 410.00	\$ 26	NA	NA	\$ 398(N)(X)	\$ 26(N)(X)	\$ 348.00	\$ 0	\$ 328.00	\$ 0
Total	1.536 Mbps	\$ 575.00	\$ 626	NA	NA	\$ 558(N)(X)	\$ 626(N)(X)	\$ 488.25	\$ 0	\$ 460.00	\$ 0
DS3 Access Link	42 Mbps	\$ 2800.00	\$ 3000	NA	NA	\$ 2716.00(N)(X)	\$ 3000.00(N)(X)	\$ 2300.00	\$ 0	\$ 2100.00	\$ 0
DS3 Port	42 Mbps	\$ 1635.00	\$ 30	NA	NA	\$ 1586.00(N)(X)	\$ 30.00(N)(X)	\$ 1340.00	\$ 0	\$ 945.00	\$ 0
Total DS3	42 Mbps	\$ 4435.00	\$ 3030	NA	NA	\$ 4302.00(N)(X)	\$ 3030.00(N)(X)	\$ 3640.00	\$ 0	\$ 3045.00	\$ 0

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****5.4 Rates (Continued)****ASI-Central (Continued)**

Logical Link	Month/Month		1 Year		2 Year		3 Year		5 Year	
	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
56 Kbps	\$ 8.00	\$ 25.00	NA	NA	\$ 7.00(N)(X)	\$ 25.00(N)(X)	\$ 6.00	\$ 0.00	\$ 4.00	\$ 0.00
64 Kbps	\$ 8.00	\$ 25.00	NA	NA	\$ 7.00(N)(X)	\$ 25.00(N)(X)	\$ 6.00	\$ 0.00	\$ 4.00	\$ 0.00
128 Kbps	\$ 12.00	\$ 25.00	NA	NA	\$ 11.00(N)(X)	\$ 25.00(N)(X)	\$ 10.00	\$ 0.00	\$ 8.00	\$ 0.00
256 Kbps	\$ 15.00	\$ 25.00	NA	NA	\$ 14.00(N)(X)	\$ 25.00(N)(X)	\$ 13.00	\$ 0.00	\$ 11.00	\$ 0.00
384 Kbps	\$ 20.00	\$ 25.00	NA	NA	\$ 18.00(N)(X)	\$ 25.00(N)(X)	\$ 16.00	\$ 0.00	\$ 14.00	\$ 0.00
512 Kbps	\$ 28.00	\$ 25.00	NA	NA	\$ 26.00(N)(X)	\$ 25.00(N)(X)	\$ 24.00	\$ 0.00	\$ 20.00	\$ 0.00
768 Kbps	\$ 40.00	\$ 25.00	NA	NA	\$ 36.00(N)(X)	\$ 25.00(N)(X)	\$ 32.00	\$ 0.00	\$ 28.00	\$ 0.00
1.536 Mbps	\$ 50.00	\$ 25.00	NA	NA	\$ 49.00(N)(X)	\$ 25.00(N)(X)	\$ 48.00	\$ 0.00	\$ 46.00	\$ 0.00
2 Mbps	\$ 65.00	\$ 30.00	NA	NA	\$ 62.50(N)(X)	\$ 30.00(N)(X)	\$ 60.00	\$ 0.00	\$ 55.00	\$ 0.00
3 Mbps	\$ 65.00	\$ 30.00	NA	NA	\$ 62.50(N)(X)	\$ 30.00(N)(X)	\$ 60.00	\$ 0.00	\$ 55.00	\$ 0.00
4 Mbps	\$ 65.00	\$ 30.00	NA	NA	\$ 62.50(N)(X)	\$ 30.00(N)(X)	\$ 60.00	\$ 0.00	\$ 55.00	\$ 0.00
5 Mbps	\$ 70.00	\$ 30.00	NA	NA	\$ 67.50(N)(X)	\$ 30.00(N)(X)	\$ 65.00	\$ 0.00	\$ 60.00	\$ 0.00
6 Mbps	\$ 70.00	\$ 30.00	NA	NA	\$ 67.50(N)(X)	\$ 30.00(N)(X)	\$ 65.00	\$ 0.00	\$ 60.00	\$ 0.00
7 Mbps	\$ 70.00	\$ 30.00	NA	NA	\$ 67.50(N)(X)	\$ 30.00(N)(X)	\$ 65.00	\$ 0.00	\$ 60.00	\$ 0.00
8 Mbps	\$ 75.00	\$ 30.00	NA	NA	\$ 72.50(N)(X)	\$ 30.00(N)(X)	\$ 70.00	\$ 0.00	\$ 65.00	\$ 0.00
9 Mbps	\$ 75.00	\$ 30.00	NA	NA	\$ 72.50(N)(X)	\$ 30.00(N)(X)	\$ 70.00	\$ 0.00	\$ 65.00	\$ 0.00
10 Mbps	\$ 80.00	\$ 30.00	NA	NA	\$ 77.50(N)(X)	\$ 30.00(N)(X)	\$ 75.00	\$ 0.00	\$ 70.00	\$ 0.00
FRATM SI, per LL, per Access Service	\$ 10.00	NA	NA	NA	NA	NA	NA	NA	NA	NA
FRATM SI Adds/Changes		\$ 30.00								
Logical Link Add/Changes* 56 Kbps - 1.536 Mbps		\$ 25.00								
Logical Link Adds/Changes* 2 Mbps - 10 Mbps		\$ 30.00								
Service Order Charge		\$ 14.00								

(N)(X)

\*First Logical Link included with the UNI or NNI Port.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****5.4 Rates (Continued)****ASI – West/California**

Frame Relay UNI		Month/Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Access Link	56 Kbps	\$ 47	\$ 597	\$ 63	\$ 597	\$ 61(N)(X)	\$ 597(N)(X)	\$ 57	\$ 0	\$ 54	\$ 0
Port	56 Kbps	\$ 71	\$ 355	\$ 66	\$ 355	\$ 64(N)(X)	\$ 355(N)(X)	\$ 61	\$ 0	\$ 58	\$ 0
Total	56 Kbps	\$ 118	\$ 952	\$ 129	\$ 952	\$ 125(N)(X)	\$ 952(N)(X)	\$ 118	\$ 0	\$ 112	\$ 0
Access Link	128 Kbps	\$166.53	\$ 601	\$ 175	\$ 601	\$ 170(N)(X)	\$ 601(N)(X)	\$ 165	\$ 0	\$ 158	\$ 0
Port	128 Kbps	\$161.47	\$ 355	\$ 133	\$ 355	\$ 129(N)(X)	\$ 355(N)(X)	\$ 126	\$ 0	\$ 121	\$ 0
Total	128 Kbps	\$328.00	\$ 956	\$ 308	\$ 956	\$ 299(N)(X)	\$ 956(N)(X)	\$ 291	\$ 0	\$ 279	\$ 0
Access Link	384 Kbps	\$ 166	\$ 601	\$ 134	\$ 601	\$ 130(N)(X)	\$ 601(N)(X)	\$ 129	\$ 0	\$ 123	\$ 0
Port	384 Kbps	\$ 378	\$ 355	\$ 306	\$ 355	\$ 297(N)(X)	\$ 355(N)(X)	\$ 293	\$ 0	\$ 282	\$ 0
Total	384 Kbps	\$ 544	\$ 956	\$ 440	\$ 956	\$ 427(N)(X)	\$ 956(N)(X)	\$ 422	\$ 0	\$ 405	\$ 0
DS1 Access Link	1.536 Mbps	\$ 166	\$ 601	\$ 157	\$ 601	\$ 152(N)(X)	\$ 601(N)(X)	\$ 148	\$ 0	\$ 142	\$ 0
Port	1.536 Mbps	\$ 473	\$ 355	\$ 448	\$ 355	\$ 435(N)(X)	\$ 355(N)(X)	\$ 423	\$ 0	\$ 408	\$ 0
Total	1.536 Mbps	\$ 639	\$ 956	\$ 605	\$ 956	\$ 587(N)(X)	\$ 956(N)(X)	\$ 571	\$ 0	\$ 550	\$ 0
Access Link	37 Mbps	\$ 2086	\$ 1000	\$ 1125	\$ 1000	\$ 1091(N)(X)	\$ 1000(N)(X)	\$ 1495	\$ 0	\$ 850	\$ 0
DS3 Port	37 Mbps	\$ 4540	\$ 1420	\$ 3375	\$ 1420	\$ 3274(N)(X)	\$ 1420(N)(X)	\$ 2705	\$ 0	\$ 2550	\$ 0
Total DS3	37 Mbps	\$ 6626	\$ 2420	\$ 4500	\$ 2420	\$ 4365(N)(X)	\$ 2420(N)(X)	\$ 4200	\$ 0	\$ 3400	\$ 0

NNI Port Only		Month/Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.536 Mbps	\$ 473	\$ 355	\$ 448	\$ 355	\$ 435(N)(X)	\$ 355(N)(X)	\$ 423	\$ 0	\$ 408	\$ 0
DS3	37 Mbps	\$ 4540	\$ 1420	\$ 3375	\$ 1420	\$ 3274(N)(X)	\$ 1420(N)(X)	\$ 2705	\$ 0	\$ 2550	\$ 0
PVC Logical Link		Month/Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
0 - 384 Kbps*		\$ 20	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
385 Kbps – 1.536 Mbps*		\$ 20	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
Network Change Charge per order		NA	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
FRATM DS1**		\$ 15	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
FRATM DS3**		\$ 10	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA

\* First PVC included with UNI or NNI Port.

\*\* Not applicable on new contracts.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****5.4 Rates (Continued)****ASI – West/California (Continued)**

PVC Logical Link	Month/Month		1 Year		2 Year		3 Year		5 Year	
	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
0 - 384 Kbps*	\$ 20	\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA
385 Kbps – 1.536 Mbps*	\$ 20	\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA
2 Mbps - 6 Mgps *	\$ 20	\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA
7 Mbps - 10 Mbps *	\$ 20	\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA
FRATM DS1	\$ 15	\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA
FRATM DS3 & OC3	\$ 10	\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA
MULTICAST	\$ 45	\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA
Network Change Charge	N/A	\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA

\* First PVC included with UNI or NNI port.

\*\* Not applicable on new connect.

**ASI – West/Nevada**

Frame Relay UNI Port		Month/Month		1 Year		2 Year		3 Year		5 Year	
		Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Access Link	56 Kbps	\$ 108.08	\$ 621.75	\$ 63	\$ 597	\$ 61(N)(X)	\$ 597(N)(X)	\$ 57	\$ 0	\$ 54	\$ 0
Port	56 Kbps	\$ 75.00	\$ 375.00	\$ 66	\$ 355	\$ 64(N)(X)	\$ 355(N)(X)	\$ 61	\$ 0	\$ 58	\$ 0
Total	56 Kbps	\$ 183.08	\$ 996.75	\$ 129	\$ 952	\$ 125(N)(X)	\$ 952(N)(X)	\$ 118	\$ 0	\$ 112	\$ 0
DS1 Access Link	1.536 Mbps	\$ 127.94	\$ 585.66	\$ 157	\$ 601	\$ 152(N)(X)	\$ 601(N)(X)	\$ 148	\$ 0	\$ 142	\$ 0
Port	1.536 Mbps	\$ 500.00	\$ 375.00	\$ 448	\$ 355	\$ 435(N)(X)	\$ 355(N)(X)	\$ 423	\$ 0	\$ 408	\$ 0
Total	1.536 Mbps	\$ 627.94	\$ 960.66	\$ 605	\$ 956	\$ 587(N)(X)	\$ 956(N)(X)	\$ 571	\$ 0	\$ 550	\$ 0

NNI Port	Month/Month		1 Year		2 Year		3 Year		5 Year	
	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
1.536 Mbps	\$ 500	\$ 375	\$ 448	\$ 355	\$ 435(N)(X)	\$ 355(N)(X)	\$ 423	\$ 0	\$ 408	\$ 0
PVC Logical Link	Month/Month		1 Year		2 Year		3 Year		5 Year	
	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
0 - 384 Kbps*	\$ 20	\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA
385 Kbps – 1.536 Mbps*	\$ 20	\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA
Network Change Charge (per order)	NA	\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA
FRATM DS1	\$ 15	**\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA
FRATM DS3	\$ 10	**\$ 50	NA	NA	NA (N)(X)	NA (N)(X)	NA	NA	NA	NA

\*First PVC included with UNI or NNI Port.

\*\*Not applicable on new connect.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****5.4 Rates (Continued)****ASI – North**

UNI and NNI		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Port Only	56 Kbps	\$ 93.60	\$ 900	\$ 91.00(N)(X)	\$ 900(N)(X)	\$ 84.60	\$ 0	\$ 77.60	\$ 0
Port and Access	56 Kbps	\$ 160.00	\$ 700	\$ 155.00(N)(X)	\$ 700(N)(X)	\$ 151.00	\$ 0	\$ 144.00	\$ 0
Port Only	128 Kbps	\$ 223.75	\$ 1005	\$ 217.00(N)(X)	\$ 1005(N)(X)	\$ 203.75	\$ 0	\$ 190.75	\$ 0
Port and Access	128 Kbps	\$ 340.00	\$ 815	\$ 330.00(N)(X)	\$ 815(N)(X)	\$ 320.00	\$ 0	\$ 307.00	\$ 0
Port Only	256 Kbps	\$ 283.75	\$ 1005	\$ 275.00(N)(X)	\$ 1005(N)(X)	\$ 260.75	\$ 0	\$ 245.75	\$ 0
Port and Access	256 Kbps	\$ 400.00	\$ 815	\$ 388.00(N)(X)	\$ 815(N)(X)	\$ 377.00	\$ 0	\$ 362.00	\$ 0
Port Only	384 Kbps	\$ 323.75	\$ 1005	\$ 314.00(N)(X)	\$ 1005(N)(X)	\$ 305.75	\$ 0	\$ 288.75	\$ 0
Port and Access	384 Kbps	\$ 440.00	\$ 815	\$ 427.00(N)(X)	\$ 815(N)(X)	\$ 422.00	\$ 0	\$ 405.00	\$ 0
Port Only	1.536 Mbps	\$ 488.75	\$ 1005	\$ 474.00(N)(X)	\$ 1005(N)(X)	\$ 454.75	\$ 0	\$ 423.75	\$ 0
Port and Access	1.536 Mbps	\$ 605.00	\$ 815	\$ 587.00(N)(X)	\$ 815(N)(X)	\$ 571.00	\$ 0	\$ 540.00	\$ 0
Port Only	45 Mbps	\$ 5148.36	\$ 2675	\$ 4994.00(N)(X)	\$ 2675(N)(X)	\$ 3140.36	\$ 0	\$ 2535.36	\$ 0
Port and Access	45 Mbps	\$ 7288.00	\$ 2470	\$ 7069.00(N)(X)	\$ 2470(N)(X)	\$ 5280.00	\$ 0	\$ 4675.00	\$ 0

**PVC SCHEDULE - CIR**

Speed	Monthly	NRC	Speed	Monthly	NRC	Speed	Monthly	NRC
			512K	\$ 170.00	\$ 24.00	1.472M	\$ 318.00	\$ 24.00
8K	\$ 10.00	\$ 24.00	576K	\$ 200.00	\$ 24.00	1.536M	\$ 324.00	\$ 24.00
9.6K	\$ 11.00	\$ 24.00	640K	\$ 210.00	\$ 24.00	1.544M	\$ 330.00	\$ 24.00
16K	\$ 12.00	\$ 24.00	704K	\$ 230.00	\$ 24.00	3.088M	\$ 490.00	\$ 24.00
19.2K	\$ 14.00	\$ 24.00	768K	\$ 250.00	\$ 24.00	4.632M	\$ 600.00	\$ 24.00
28K	\$ 16.00	\$ 24.00	832K	\$ 256.00	\$ 24.00	6.176M	\$ 760.00	\$ 24.00
32K	\$ 18.00	\$ 24.00	896K	\$ 262.00	\$ 24.00	7.72M	\$ 950.00	\$ 24.00
56K	\$ 30.00	\$ 24.00	960K	\$ 268.00	\$ 24.00	9.264M	\$ 1050.00	\$ 24.00
64K	\$ 30.00	\$ 24.00	1.024M	\$ 274.00	\$ 24.00	10.808M	\$ 1150.00	\$ 24.00
128K	\$ 50.00	\$ 24.00	1.088M	\$ 280.00	\$ 24.00	12.35M	\$ 1270.00	\$ 24.00
192K	\$ 70.00	\$ 24.00	1.152M	\$ 286.00	\$ 24.00	13.896M	\$ 1330.00	\$ 24.00
256K	\$ 90.00	\$ 24.00	1.216M	\$ 294.00	\$ 24.00	15.44M	\$ 1400.00	\$ 24.00
320K	\$ 110.00	\$ 24.00	1.280M	\$ 300.00	\$ 24.00	16.984M	\$ 1430.00	\$ 24.00
384K	\$ 130.00	\$ 24.00	1.344M	\$ 306.00	\$ 24.00	18.528M	\$ 1470.00	\$ 24.00
448K	\$ 150.00	\$ 24.00	1.408M	\$ 312.00	\$ 24.00	20.072M	\$ 1540.00	\$ 24.00
Network Change Charge (per order)	NA	\$ 24.00	NA	NA	NA	NA	NA	NA

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****5.4 Rates (Continued)****ASI - North****PVC Schedule – VBR-nrt****Internetworking**

<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>
64K	\$2.50	\$50.00	14M	\$175.00	\$50.00
128K	\$5.00	\$50.00	15M	\$187.50	\$50.00
192K	\$7.50	\$50.00	16M	\$200.00	\$50.00
256K	\$10.00	\$50.00	17M	\$212.50	\$50.00
320K	\$12.50	\$50.00	18M	\$225.00	\$50.00
384K	\$15.00	\$50.00	19M	\$237.50	\$50.00
448K	\$17.50	\$50.00	20M	\$250.00	\$50.00
512K	\$20.00	\$50.00	21M	\$262.50	\$50.00
576K	\$22.50	\$50.00	22M	\$275.00	\$50.00
640K	\$25.00	\$50.00	23M	\$287.50	\$50.00
704K	\$27.50	\$50.00	24M	\$300.00	\$50.00
768K	\$30.00	\$50.00	25M	\$312.50	\$50.00
832K	\$32.50	\$50.00	26M	\$325.00	\$50.00
896K	\$35.00	\$50.00	27M	\$337.50	\$50.00
960K	\$37.50	\$50.00	28M	\$350.00	\$50.00
1024K	\$40.00	\$50.00	29M	\$362.50	\$50.00
1088K	\$42.50	\$50.00	30M	\$375.00	\$50.00
1152K	\$45.00	\$50.00	31M	\$387.50	\$50.00
1216K	\$47.50	\$50.00	32M	\$400.00	\$50.00
1280K	\$50.00	\$50.00	33M	\$412.50	\$50.00
1344K	\$52.50	\$50.00	34M	\$425.00	\$50.00
1408K	\$55.00	\$50.00	35M	\$437.50	\$50.00
1472K	\$57.50	\$50.00	36M	\$450.00	\$50.00
1536K	\$60.00	\$50.00	37M	\$462.50	\$50.00
1M	\$12.50	\$50.00	38M	\$475.00	\$50.00
2M	\$25.00	\$50.00	39M	\$487.50	\$50.00
3M	\$37.50	\$50.00	40M	\$500.00	\$50.00
4M	\$50.00	\$50.00	41M	\$512.50	\$50.00
5M	\$62.50	\$50.00	42M	\$525.00	\$50.00
6M	\$75.00	\$50.00	43M	\$537.50	\$50.00
7M	\$87.50	\$50.00	44M	\$550.00	\$50.00
8M	\$100.00	\$50.00	45M	\$562.50	\$50.00
9M	\$112.50	\$50.00	46M	\$575.00	\$50.00
10M	\$125.00	\$50.00	47M	\$587.50	\$50.00
11M	\$137.50	\$50.00	48M	\$600.00	\$50.00
12M	\$150.00	\$50.00	49M	\$612.50	\$50.00
13M	\$162.50	\$50.00	50M	\$625.00	\$50.00

(N)(X)

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****5.4 Rates (Continued)**  
**ASI – Northeast**

Frame Relay		Month / Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Port Only	56 Kbps	\$ 85	\$ 0	\$ 70	\$ 0	\$ 68(N)(X)	\$ 0(N)(X)	\$ 65	\$ 0	\$ 60	\$ 0
Port and Access	56 Kbps	\$ 170	\$ 580	\$ 150	\$ 580	\$ 146(N)(X)	\$ 580(N)(X)	\$ 140	\$ 0	\$ 130	\$ 0
Port Only	64 Kbps	\$ 85	\$ 0	\$ 70	\$ 0	\$ 68(N)(X)	\$ 0(N)(X)	\$ 65	\$ 0	\$ 60	\$ 0
Port and Access	64 Kbps	\$ 170	\$ 580	\$ 150	\$ 580	\$ 146(N)(X)	\$ 580(N)(X)	\$ 140	\$ 0	\$ 130	\$ 0
Port Only	128 Kbps	\$ 120	\$ 0	\$ 105	\$ 0	\$ 102(N)(X)	\$ 0(N)(X)	\$ 95	\$ 0	\$ 90	\$ 0
Port and Access	128 Kbps	\$ 400	\$ 615	\$ 350	\$ 615	\$ 340(N)(X)	\$ 615(N)(X)	\$ 340	\$ 0	\$ 335	\$ 0
Port Only	256 Kbps	\$ 220	\$ 0	\$ 200	\$ 0	\$ 194(N)(X)	\$ 0(N)(X)	\$ 185	\$ 0	\$ 175	\$ 0
Port and Access	256 Kbps	\$ 500	\$ 615	\$ 450	\$ 615	\$ 437(N)(X)	\$ 615(N)(X)	\$ 425	\$ 0	\$ 400	\$ 0
Port Only	384 Kbps	\$ 320	\$ 0	\$ 295	\$ 0	\$ 286(N)(X)	\$ 0(N)(X)	\$ 275	\$ 0	\$ 260	\$ 0
Port and Access	384 Kbps	\$ 550	\$ 615	\$ 500	\$ 615	\$ 485(N)(X)	\$ 615(N)(X)	\$ 475	\$ 0	\$ 450	\$ 0
Port Only	1.536 Kbps	\$ 495	\$ 0	\$ 445	\$ 0	\$ 432(N)(X)	\$ 0(N)(X)	\$ 400	\$ 0	\$ 355	\$ 0
Port and Access	1.536 Kbps	\$ 680	\$ 615	\$ 620	\$ 615	\$ 601(N)(X)	\$ 615(N)(X)	\$ 560	\$ 0	\$ 495	\$ 0
NNI Port Only	1.536 Kbps	\$ 405	\$ 0	\$ 360	\$ 0	\$ 349(N)(X)	\$ 0(N)(X)	\$ 315	\$ 0	\$ 270	\$ 0
NNI Port Only	44.736 Mbps	\$ 2300	\$ 0	NA	NA	NA (N)(X)	NA (N)(X)	\$ 2200	\$ 0	\$ 2100	\$ 0

PVC CHARGES	MONTH / MONTH		1 Year		2 Year		3 Year		5 Year	
	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
PVCs ordered simultaneously with UNI	\$ 10	\$ 0	\$ 9	\$ 0	\$ 9(N)(X)	\$ 0(N)(X)	\$ 8	\$ 0	\$ 7	\$ 0
PVCs ordered subsequent to initial UNI	\$ 10	\$ 50	\$ 9	\$ 50	\$ 9(N)(X)	\$ 50(N)(X)	\$ 8	\$ 0	\$ 7	\$ 0
PVCs ordered simultaneously with Port	\$ 10	NA	\$ 9	\$ 0	\$ 9(N)(X)	NA (N)(X)	\$ 8	\$ 0	\$ 7	\$ 0
PVCs ordered subsequent to initial Port	\$ 10	\$ 50	\$ 9	\$ 50	\$ 9(N)(X)	\$ 50(N)(X)	\$ 8	\$ 0	\$ 7	\$ 0
PVC Rearrange	NA	\$ 50	NA	\$ 50	NA (N)(X)	\$ 50(N)(X)	NA	\$ 0	NA	\$ 0
Change between speeds 128, 256, 384 Kbps and 1.544 Mbps	NA	\$ 200	NA	\$ 200	NA (N)(X)	\$ 200(N)(X)	NA	\$ 0	NA	\$ 0

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ADVANCED SERVICES TARIFF

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**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT****6.1 Service Description**

**6.1.1** Wholesale Digital Subscriber Line (DSL) Transport Service is a virtual session between Company's ATM network and Customer's designated End User premises utilizing asymmetrical DSL technology over a DSL Line. A DSL Line is the physical facility between the Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) and the Network Interface Device (NID) located at the End User premises. Company retains ownership of the overall DSL Line. Wholesale DSL Transport Service is intended primarily for Internet Service Providers (ISPs), but may be purchased by any information service provider or carrier to connect to their End User for the purposes of providing to that End User a retail service that includes high speed DSL.

**6.1.2** Company offers DSL Transport Service in several downstream/upstream operating speed combinations across its operating territory, by Affiliate Region. The DSL Line provisioned by ASI between Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to an End User's NID is designed to support downstream speeds up to 6.0 Mbps and upstream speeds ranging from 128 Kbps to 384 Kbps. In certain Affiliate Regions, only two (2) operating speeds are available (Phase I). In other regions, seven (7) operating speeds are available (Phase II). Phase I and Phase II operating speeds are described below.

(C)(X)

(C)(X)

(C)(X)

**6.1.3** "Downstream" speeds represent connection speeds measured in kilobits per second (Kbps) or megabits per second (Mbps), from Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to the NID located at Customer's designated End User premises. Customer's End User modem must synchronize within the range of the downstream speeds purchased in order for the End User to attain the range of speeds at their computer.

**6.1.4** "Upstream" speeds represent connection speeds from the NID located at the customer's designated End User premises to Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates).

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## ADVANCED SERVICES TARIFF

**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.1 Service Description (Continued)****6.1.5 Phase I - Operating Speeds**

Phase I operating speeds are listed below, by ASI Region, and will be offered until Phase II is completed for the ASI Region.

**Phase I – ASI - North**

Offering	Downstream Speeds	Upstream Speeds
Basic	384Kbps to 768Kbps	128Kbps
Basic +	768Kbps to 1.5Mbps	256Kbps

**Phase I – ASI – West, Central and Northeast**

Package	Downstream Speeds	Upstream Speeds
Basic	384Kbps to 1.5Mbps	128Kbps
Premium	1.5Mbps to 6.0Mbps	384Kbps

**6.1.6 Phase II - Operating Speeds**

Phase II operating speeds are listed below.

(C)(X)  
(D)(X)  
(D)(X)

**Phase II – All ASI Regions**

Package	Downstream Speeds	Upstream Speeds
Primary*	Up to 384Kbps	128Kbps
Primary +*	Up to 1.5Mbps	128Kbps
Basic	384Kbps to 768Kbps	128Kbps
Basic +	768Kbps to 1.5Mbps	256Kbps
Premium	1.5Mbps to 4.0Mbps	384Kbps
Premium +	4.0Mbps to 6.0Mbps	384Kbps
Symmetric	384Kbps	384Kbps

(N)(X)

(N)(X)

\* There is no minimum downstream speed associated with Primary and Primary+ packages. Until implementation is complete, Primary and Primary+ may not be available in all areas of Company territory.

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

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## ADVANCED SERVICES TARIFF

**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**

(Continued)

**6.2 Service Provisioning**

- 6.2.1** Minimum connection speed or "sync-rate" is between the NID at the End User's premises and the DSLAM (or the remote terminal where a remote terminal has been installed). Actual data transfer or throughput may be lower than sync-rate due to Internet congestion, server or router speeds, protocol overheads and factors that may not be in Company's control. If Company is unable to provide the minimum sync rate, then Service will not be provided and Customer will not be subject to termination liability or cancellation charges. (Z)(X)  
(Z)(X)
- 6.2.2** Company's DSL Transport Service is offered via a line sharing arrangement (High Frequency Portion of the Line – HFPL) over an SBC ILEC-provided (non-resold, non-UNE-Platform) retail POTS line.
- 6.2.3** Company will offer DSL Transport Service only within a limited area surrounding the ILEC central offices. This area will be defined by Company and Company retains the discretion to change this area from time to time for new DSL Transport Service.
- 6.2.4** Company only supports one PVC or virtual session over a single DSL Line. (C)(X)  
(D)(X)  
(D)(X)
- 6.2.5** Company only provides UBR Service.
- 6.2.6** Traffic Discard Priority does not apply.
- 6.2.7** Customer must have connectivity to Company's ATM network where Customer chooses to purchase DSL Transport, with the logical ATM inventory included in Company's database. Customer shall provide Company, in advance, virtual path ("VP")/virtual circuit ("VC") information. Company will not provision DSL Transport Service without VP/VC information.
- 6.2.8** ASI-West utilizes VP provisioning to each Company DSLAM for Wholesale DSL Transport logical connectivity. The VP provisioned to the Company's DSLAM in each central office will be billed at standard ATM VPC tariff rates found in Section 4.4. Additional VPs to the same Company DSLAM will be billed at standard ATM VPC tariff rates found in Section 4.4. In Company DSLAMS that have become exhausted (no ports available) a VP to an alternate Company DSLAM in the same central office will be provided at no additional charge, given Customer has capacity in existing VP. (T)(X)  
(T)(X)  
(T)(X)  
(T)(X)  
(T)(X)  
(T)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.2 Service Provisioning**

- 6.2.9** ASI-Central and ASI-Northeast utilize VC provisioning to Company's ATM network for Wholesale DSL Transport logical connectivity. Only one VP per LATA is required, however Customer may request additional VPs per LATA. Additional VPs will be billed at standard ATM VPC tariff rates found in Section 4.4.
- 6.2.10** ASI-North utilizes Layer Two Tunneling Protocol (L2TP) provisioning for Wholesale DSL Transport logical connectivity to each L2TP Access Concentrator in the LATA. Customer is billed at standard ATM UBR PVC tariff rates found in Section 4.4. A single UBR charge applies on each ATM Access Link in each LATA.
- 6.2.11** For ASI-Central, ASI-West and ASI-Northeast, in cases where Company utilizes remote terminals installed by Company's vendors or affiliates, a VPC to each selected central office with a remote terminal is required. The first VPC will be provided at no charge. Additional VPCs will be billed at standard ATM VPC tariff rates found in Section 4.4.

(N)(X)

(N)(X)

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**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.3 Customer Support**

- 6.3.1** Customer is responsible for providing all customer support to its End Users, and all marketing, billing, ordering and repair for its End Users.
- 6.3.2** Customer is responsible for: (1) the terms of any pricing plans offered by Customer to its End Users; (2) the ordering, billing and collection of its own End Users; and (3) customer service for all aspects of the Service. Customer is also responsible for managing End User trouble reports and will advise its End Users to contact Customer directly with any trouble reports. Customer will not direct its End Users to contact Company.
- 6.3.3** Customer shall at all times be the customer of record with respect to all Services purchased hereunder and shall be responsible for payment to Company. Customer retains all responsibility for billing its End Users and for any claim an End User may make concerning unauthorized billing.

**6.4 Volume Commitment Plans**

- 6.4.1 50-249 Volume Commitment:** Customer purchasing DSL Transport has the option of a volume commitment for a one (1) year term. If Customer selects a volume commitment and does not meet the minimum number of required in service DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability calculated as follows:

Qty of in service DSL Transport lines multiplied by \$18.

In addition, Customer shall pay month to month prices going forward until it has achieved at least fifty (50) DSL Transport lines in service with Company.

- 6.4.2 250 and Greater Volume Commitment:** Customer purchasing DSL Transport has the option of a volume commitment for a one (1) year term. If Customer selects a volume commitment and does not meet the minimum number of required in service DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability calculated as follows:

Qty of in service DSL Transport lines multiplied by \$6.

In addition, Customer shall pay "50-249" or month to month prices going forward, as applicable, until it has achieved at least two-hundred fifty (250) DSL Transport lines in service with Company.

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## ADVANCED SERVICES TARIFF

**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.4 Volume Commitment Plans (Continued)****6.4.3 DSL Volume Discount Plan (DSL-VDP)**

The DSL Volume Discount Plan (DSL-VDP) is a rate discount plan available with all DSL Service Arrangements as listed in 6.1.5 and 6.1.6.

**Volume Levels**

Customer must commit to 750,000 DSL Transport Service Arrangements for a Contract period of four years. For purposes of meeting this requirement, the customer may aggregate all DSL Transport Service Arrangements. The customer must purchase at least 95% of the Committed Volume of DSL Transport Service Arrangements required in each Contract Year to avoid any Shortfall Liability. In addition, at the end of the first three months of Contract Year 3, the customer's three-month average must be at least 60% of the Committed Volume of DSL Transport Service Arrangements required at the end of Contract Year 2 to avoid any Volume Threshold Failure Liability. Customer will be assessed a penalty for failure to meet these two requirements.

Customer is required to submit a subscription order to Company that specifies that it wishes to participate in this DSL-VDP. The Committed Volume of DSL Transport Service Arrangements over four years are set forth below, together with "Shortfall Threshold" levels that will be used to calculate any Shortfall Liability.

	<b>Contract Yr. 1</b>	<b>Contract Yr. 2</b>	<b>Contract Yr. 3</b>	<b>Contract Yr. 4</b>
<b>Shortfall Threshold</b>	<b># of DSL Arrangements</b>	<b># of DSL Arrangements</b>	<b># of DSL Arrangements</b>	<b># of DSL Arrangements</b>
1	40,000	80,000	120,000	160,000
2	75,000	150,000	225,000	300,000
3	110,000	220,000	330,000	440,000
Committed Volume	180,000	360,000	540,000	750,000

A Contract Year (CY) is twelve (12) months in duration beginning with the date the customer's subscription order is received, except as described below. Any customer who participates in this DSL-VDP will not incur a Shortfall Liability in Contract Year 1, as described below, unless the customer fails to meet the Contract Year 1 Committed Volume of DSL Transport Service Arrangements (180,000) by the end of the 18th month following the subscription order date. In this case, the remaining three years of the DSL-VDP will be twelve months in duration.

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## ADVANCED SERVICES TARIFF

**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.4 Volume Commitment Plans (Continued)****6.4.3 DSL Volume Discount Plan (DSL-VDP) (Continued)****Minimum Term Commitment**

Each DSL Transport Service Arrangement ordered hereunder shall have a minimum term commitment of one year. Customers who do not meet the minimum term commitment will be charged a Termination Liability.

**Shortfall Liability**

At the end of each Contract Year, Company will review the Customer's account to determine if the cumulative number of DSL Transport Service Arrangements for that Contract Year has been met. If Customer has purchased less than 95% of the Committed Volume of DSL Transport Service Arrangements, Customer shall be assessed a Shortfall Liability. The amount of the Shortfall Liability will be equal to the Shortfall Payment Amount below for the Shortfall Threshold Level described above that corresponds to the actual number of DSL Transport Service Arrangements Customer had in service as of the end of the Contract Year multiplied by the sum of all DSL Transport Service Arrangements the customer had in service at the end of each month during the Contract Year.

The customer will not be charged a Shortfall Liability for any Contract Year in which the customer meets 95% or more of the Committed Volume of DSL Transport Service Arrangements on the last day of the Contract Year.

Except as described under Volume Threshold Failure Liability below, the Shortfall Liability described herein will be the exclusive customer liability for failure to meet the Committed Volume of DSL Service Arrangements described in this subsection.

**Shortfall Payment Amount**

<b>Shortfall Threshold Level</b>	<b>Amount</b>
1	\$ 5
2	\$ 4
3	\$ 2

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ADVANCED SERVICES TARIFF

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**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.4 Volume Commitment Plans (Continued)****6.4.3 DSL Volume Discount Plan (DSL-VDP) (Continued)****Volume Threshold Failure Liability**

At the end of the first three (3) months of Contract Year 3, Company will calculate Customer's average number of DSL Transport Service Arrangements currently in service over such three month period. This three-month average must be at least 60% of the Committed Volume of DSL Transport Service Arrangements required at the end of Contract Year 2. If Customer's average number of DSL Service Arrangements for such three month period is less than 60% of the Committed Volume of DSL Transport Service Arrangements required, the customer will be assessed a Volume Threshold Failure Liability in addition to the Shortfall Liability discussed above.

The Volume Threshold Failure Liability will be calculated as follows:

$$((\text{Volume Threshold} - \text{Three Month Average of the first three months of Contract Year 3}) / (\text{Volume Threshold})) * \$15\text{M}.$$

Volume Threshold=60% of the Committed Volume of DSL Transport Service Arrangements at the end of Contract Year 2.

Three Month Average = the sum of the number of DSL Transport Service Arrangements as of the end of each of the aforementioned three months of Contract Year 3 divided by three.

The Volume Threshold Failure Liability described herein will be the exclusive customer liability for failure to meet the Volume Threshold described in this subsection.

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**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.4 Volume Commitment Plans (Continued)****6.4.3 DSL Volume Discount Plan (DSL-VDP) (Continued)****Termination Liability**

Every DSL Transport Service Arrangement ordered by the customer shall have a minimum term commitment of one year. The customer will be assessed a Termination Liability for each DSL Transport Service Arrangement which is terminated by the customer prior to the expiration of the one year minimum term commitment. The Termination Liability shall be the lesser of:

1. \$125.00 per DSL Transport Service Arrangement; or,
2. the aggregate of the remaining monthly rates until the expiration of the one year minimum service period for each DSL Transport Service Arrangement.

The Termination Liability described in this subsection will be the exclusive customer liability for failure to meet the minimum term commitment described in this subsection.

Termination Liability applies to customer under the following conditions:

- the customer terminates the DSL Transport Service Arrangement but customer's End User retains the associated local exchange service loop (local loop) prior to the expiration of the one year minimum term commitment; or,
- prior to expiration of the one year minimum term commitment, the customer's End User moves to a Company area equipped to provide DSL Transport Service and does not have an DSL Transport Service Arrangement connected at the new address.

Termination Liability will not apply to customers if:

- the DSL Transport Service Arrangement is moved to a Company address not equipped to provide DSL Transport Service; or,
- the DSL Transport Service Arrangement is moved to a Company area equipped to provide DSL Transport Service and the customer continues the existing DSL Transport Service Arrangement.

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## ADVANCED SERVICES TARIFF

**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.5 Rate Elements**

A monthly rate applies, based upon the speed of the connections.

**6.6 Rates****Phase I Rates – ASI - North**

Offering	Downstream Speeds	Upstream Speeds	M/M Rate	1 Yr. 50-249	1 Yr. 250+	VDP 4 Yr. 750,000+	NRC*
Basic	384Kbps to 768Kbps	128Kbps	\$39	\$36	\$35	\$35	\$50
Basic +	768 Kbps to 1.5Mbps	256Kbps	\$50	\$46	\$45	\$45	\$50

**Phase I Rates – ASI - West, Central and Northeast**

Offering	Downstream Speeds	Upstream Speeds	M/M Rate	1 Yr. 50-249	1 Yr. 250+	VDP 4 Yr. 750,000+	NRC*
Basic	384Kbps to 1.5Mbps	128Kbps	\$39	\$36	\$35	\$35	\$50
Premium	1.5Mbps to 6.0Mbps	384Kbps	\$99	\$90	\$89	\$89	\$50

**Phase II Rates – All ASI Regions**

Offering	Downstream Speeds	Upstream Speeds	M/M Rate	1 Yr. 50-249	1 Yr. 250+	VDP 4 Yr. 750,000+	NRC*
Primary	Up to 384Kbps	128Kbps	\$ 34	\$ 32	\$ 31	\$ 30	\$ 50
Primary +	Up to 1.5Mbps	128Kbps	\$ 39	\$ 36	\$ 35	\$ 35	\$ 50
Basic	384Kbps to 768Kbps	128Kbps	\$ 39	\$ 36	\$ 35	\$ 35	\$ 50
Basic +	768Kbps to 1.5Mbps	256Kbps	\$ 50	\$ 46	\$ 45	\$ 45	\$ 50
Symmetric	384Kbps	384Kbps	\$ 75	\$ 70	\$ 69	\$ 69	\$ 50
Premium	1.5Mbps to 4.0Mbps	384Kbps	\$ 99	\$ 90	\$ 89	\$ 89	\$ 50
Premium +	4.0Mbps to 6.0 Mbps	384Kbps	\$139	\$130	\$129	\$129	\$ 50

(N)(X)

(N)(X)

\* Service Activation charge will be waived when Company receives the Service order through its electronic ordering system.

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## ADVANCED SERVICES TARIFF

**SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT****7.1 Service Description**

**7.1.1** Remote LAN (R-LAN) Digital Subscriber Line (DSL) Transport Service is a service provided to businesses with a Local Area Network (LAN) which enables the business to allow access to its LAN remotely. This service is purchased by businesses to meet their own administrative telecommunications needs, and is not used as a means to facilitate the sale of another service which is not a telecommunications service (e.g. information service). Examples of this service are corporate work-from-home and remote office applications, as well as remote learning applications for academic institutions. The business purchasing the R-LAN DSL is the Customer, and the Customer must authorize each End User that it desires to have connected to the R-LAN DSL service ("Authorized R-LAN End User"). R-LAN DSL establishes a virtual session between the designated premises of each Authorized R-LAN End User and Company's ATM network utilizing asymmetrical DSL technology over a DSL Line. A DSL Line is the physical facility between the Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) and the Network Interface Device (NID) located at the Authorized R-LAN End User premises. Company retains ownership of the overall DSL Line. RLAN-DSL Transport Service is for retail customers only for their own consumption and may not be used as a wholesale input used to provide another retail offering, such as high-speed Internet service.

**7.1.2** Company offers R-LAN DSL Transport Service in several downstream/upstream operating speed combinations across its operating territory, by Affiliate Region. The R-LAN DSL Line provisioned by ASI between Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to an Authorized R-LAN End User's NID is designed to support downstream speeds up to 6.0 Mbps and upstream speeds ranging from 128 Kbps to 384 Kbps. In certain Affiliate Regions, only two (2) operating speeds are available (Phase I). In other regions, seven (7) operating speeds are available (Phase II). Phase I and Phase II operating speeds are described below.

(C)(X)

(C)(X)

(C)(X)

**7.1.3** "Downstream" speeds represent connection speeds measured in kilobits per second (Kbps) or megabits per second (Mbps), from the Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to the NID located at an Authorized R-LAN End User's premises. Authorized R-LAN End User's modem must synchronize within the range of the downstream speeds purchased in order for the End User to attain the range of speeds at their computer.

**7.1.4** "Upstream" speeds represent connection speeds from the NID located at the Authorized R-LAN End User premises to Company's DSLAM (or remote terminal where a remote terminal has been installed by the Company's vendors or affiliates).

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## ADVANCED SERVICES TARIFF

**SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**7.1 Service Description (Continued)****7.1.5 Phase I - Operating Speeds**

Phase I operating speeds are listed below, by ASI Region, and will be offered until Phase II is completed for the ASI Region.

**Phase I – ASI - North**

Offering	Downstream Speeds	Upstream Speeds
Basic	384Kbps to 768Kbps	128Kbps
Basic +	768Kbps to 1.5Mbps	256Kbps

**Phase I – ASI – West, Central and Northeast**

Package	Downstream Speeds	Upstream Speeds
Basic	384Kbps to 1.5Mbps	128Kbps
Premium	1.5Mbps to 6.0Mbps	384Kbps

**7.1.6 Phase II - Operating Speeds**

Phase II operating speeds are listed below.

(C)(X)  
(D)(X)  
(D)(X)

**Phase II – All ASI Regions**

Package	Downstream Speeds	Upstream Speeds
Primary*	Up to 384Kbps	128Kbps
Primary +*	Up to 1.5Mbps	128Kbps
Basic	384Kbps to 768Kbps	128Kbps
Basic +	768Kbps to 1.5Mbps	256Kbps
Premium	1.5Mbps to 4.0Mbps	384Kbps
Premium +	4.0Mbps to 6.0 Mbps	384Kbps
Symmetric	384 Kbps	384Kbps

(N)(X)

(N)(X)

\* There is no minimum downstream speed associated with Primary and Primary+ packages. Until implementation is complete, Primary and Primary+ may not be available in all areas of Company territory.

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

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## ADVANCED SERVICES TARIFF

**SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**7.2 Service Provisioning**

- 7.2.1** Minimum connection speed or "sync-rate" is between the NID at the Authorized R-LAN End User's premises and the DSLAM (or the remote terminal where a remote terminal has been installed). Connection speeds may be higher under optimal conditions. Actual data transfer or throughput may be lower than sync-rate due to Internet congestion, server or router speeds, protocol overheads, and other factors that may not be in Company's control. If Company is unable to provide the minimum sync rate, then Service will not be provided and Customer will not be subject to termination liability or cancellation charges.
- 7.2.2** Company's R-LAN DSL Transport Service is offered via a line sharing arrangement (High Frequency Portion of the Line – HFPL) over an SBC ILEC-provided (non-resold, non-UNE-Platform) retail POTS line.
- 7.2.3** Company will offer R-LAN DSL Transport Service only within a limited area surrounding the ILEC central offices. This area will be defined by Company and Company retains the discretion to change this area from time to time for new DSL Transport Service.
- 7.2.4** Company only supports one PVC or virtual session over a single DSL Line. (C)(X)  
(D)(X)  
(D)(X)
- 7.2.5** Company only provides UBR Service.
- 7.2.6** Traffic Discard Priority does not apply.
- 7.2.7** Customer must have connectivity to Company's ATM network where Customer chooses to purchase R-LAN DSL Transport, with the logical ATM inventory included in Company's database. Customer shall provide Company, in advance, virtual path ("VP")/virtual circuit ("VC") information. Company will not provision R-LAN DSL Transport Service without VP/VC information.
- 7.2.8** ASI-West utilizes VP provisioning to each Company DSLAM for R-LAN DSL Transport logical connectivity. The VP provisioned to the Company's DSLAM in each central office will be billed at standard ATM VPC tariff rates found in Section 4.4. Additional VPs to the same Company DSLAM will be billed at standard ATM VPC tariff rates found in Section 4.4. In Company DSLAMS that have become exhausted (no ports available) a VPC to an alternate Company DSLAM in the same central office will be provided at no additional charge. (T)(X)  
(T)(X)  
(T)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**7.2 Service Provisioning**

**7.2.9** ASI-Central and ASI-Northeast utilize VC provisioning to Company's ATM network for RLAN DSL Transport logical connectivity. Only one VP per LATA is required, however Customer may request additional VPs per LATA. Additional VPs will be billed at standard ATM VPC tariff rates found in Section 4.4.

(N)(X)

**7.2.10** ASI-North utilizes Layer Two Tunneling Protocol (L2TP) provisioning for RLAN DSL Transport logical connectivity to each L2TP Access Concentrator in the LATA. Customer is billed at standard ATM UBR PVC tariff rates found in Section 4.4. A single UBR charge applies on each ATM Access Link in each LATA.

**7.2.11** For ASI-Central, ASI-West and ASI-Northeast, in cases where Company utilizes remote terminals installed by Company's vendors or affiliates, a VPC to each selected central office with a remote terminal is required. The first VPC will be provided at no charge. Additional VPCs will be billed at standard ATM VPC tariff rates found in Section 4.4.

(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**7.3 Customer Support**

- 7.3.1** Customer is responsible for providing all customer support to its Authorized R-LAN End Users, and all billing and ordering for its Authorized R-LAN End Users.
- 7.3.2** Customer is responsible for: (1) the terms of any pricing plans offered by Customer to its End Users; (2) the ordering, billing and collection of its own End Users; and (3) customer service for all aspects of the Service. Customer is also responsible for managing End User trouble reports and will advise its End Users to contact Customer directly with any trouble reports. Customer will not direct its End Users to contact Company.
- 7.3.3** Customer shall at all times be the customer of record with respect to all Services purchased hereunder and shall be responsible for payment to Company. Customer retains all responsibility for billing its End Users and for any claim an End User may make concerning unauthorized billing.

**7.4 Volume Commitment**

- 7.4.1** A Customer purchasing R-LAN DSL Transport has the option of a volume commitment for a one (1) year term or a month to month option.
- 7.4.2** If a Customer selects a volume commitment and does not meet the minimum number of required in service R-LAN DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability. The shortfall liability is calculated as follows:
- 7.4.2.A 50-249 Volume Commitment:** The number of in service R-LAN DSL Transport lines multiplied by \$18. In addition, Customer shall pay the month to month prices going forward until it has at least fifty (50) R-LAN DSL Transport lines in service with Company.
- 7.4.2.B 250-600 Volume Commitment:** The number of in service R-LAN DSL Transport lines multiplied by \$6. Customer shall also pay the “50-249” or month to month prices, as the case may be, going forward until it has reached the next volume threshold at which point the prices applicable to that new volume level shall apply.

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## ADVANCED SERVICES TARIFF

**SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**7.5 Rate Elements**

A monthly rate applies, based upon the speed of the connections.

**7.6 Rates****Phase I Rates – ASI - North**

Offering	Downstream Speeds	Upstream Speeds	M/M Rate	1 Yr. 50-249	1 Yr. 250-600	NRC*
Basic	384Kbps to 768Kbps	128Kbps	\$49	\$46	\$45	\$50
Basic +	768 Kbps to 1.5Mbps	256Kbps	\$65	\$61	\$60	\$50

**Phase I Rates – ASI - West, Central and Northeast**

Offering	Downstream Speeds	Upstream Speeds	M/M Rate	1 Yr. 50-249	1 Yr. 250-600	NRC*
Basic	384Kbps to 1.5Mbps	128Kbps	\$49	\$46	\$45	\$50
Premium	1.5Mbps to 6.0Mbps	384Kbps	\$125	\$116	\$115	\$50

**Phase II Rates – All Regions**

Offering	Downstream Speeds	Upstream Speeds	M/M Rate	1 Yr. 50-249	1 Yr. 250-600	NRC*
Primary	Up to 384Kbps	128Kbps	\$44	\$42	\$41	\$50
Primary +	Up to 1.5Mbps	128Kbps	\$49	\$46	\$45	\$50
Basic	384Kbps to 768Kbps	128Kbps	\$49	\$46	\$45	\$50
Basic +	768Kbps to 1.5Mbps	256Kbps	\$65	\$61	\$60	\$50
Symmetric	384Kbps	384Kbps	\$96	\$91	\$90	\$50
Premium	1.5Mbps to 4.0Mbps	384Kbps	\$125	\$116	\$115	\$50
Premium +	4.0Mbps to 6.0 Mbps	384Kbps	\$180	\$171	\$170	\$50

(N)(X)

(N)(X)

\* Service Activation charge will be waived when Company receives the Service order through its electronic ordering system.

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ADVANCED SERVICES TARIFF

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**SECTION 8 – NETWORK ACCESS POINT (NAP)****8.1 Service Description**

- 8.1.1** The Network Access Point (NAP) utilizes ATM Cell Relay technology to allow Internet Service Providers (ISPs), government, research, and educational organizations to interconnect and exchange information. This exchange of Internet traffic is generally referred to as "peering".
- 8.1.2** The ASI-North NAP and the ASI-West NAP are two of the four original National Science Foundation sponsored Network Access Points for Internet infrastructure.
- 8.1.3** Currently the I NAP supports ATM connectivity at full bandwidth rates of DS-3 (45 Mbps), OC-3c (155 Mbps), or OC-12c (622 Mbps).

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ADVANCED SERVICES TARIFF

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**SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)****8.2 Service Provisioning**

- 8.2.1** The local loop is a PVC connection that is routed as a single entity across the NAP, using a single VPI and VCI address combination. (D)(X)  
(D)(X)

- 8.2.2 IP Address and VPI/VCI Assignment**  
Customers of the NAP use ATM Permanent Virtual Circuits (PVCs) to exchange traffic between different ISP's routers.

- 8.2.3 Peering: Multi-Lateral Peering Agreement and Bilateral Agreements varies by region.**  
NAP Attaching customers should intend to form bi-lateral or multi-lateral agreements with other NAP-attached Customers. A physical connection to the NAP should not be considered as a commodity Internet connection. In addition, Company offers a Routing Arbiter service at each NAP. (T)(X)  
(T)(X)

- 8.2.4** ASI-West NAP clients may negotiate their own bilateral agreements with other NAP clients for the exchange of TCP/IP routing information and traffic. In addition, Pacific Bell offers a Routing Arbiter service at each Company NAP. (T)(X)

**8.2.5 Unspecified Bit Rate (UBR)**

UBR-Non- Real Time (NRT) is the only Service category that will be supported with the NAP. The tolerance of UBR-NRT for bursty traffic enables the NAP to handle traffic fluctuations characteristic of Internet peering partnerships.

- 8.2.6** With UBR-NRT, the application is assumed to be tolerant of network delays and not to require a timing relationship on each end of the connection. In addition, data applications requiring very high performance (that is, low cell loss) but not needing a timing relationship on each end and can feasibly use a UBR-NRT connection.

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ADVANCED SERVICES TARIFF

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**SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)****8.3 Rate Elements**

There are monthly recurring rates and non-recurring charges which apply to the NAP Service.

The following describes the rate elements available with NAP Service. There will be bundled, single rate element that combines both the port and the local loop.

Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that a specific rate element is provided. For billing purposes each month is considered to have thirty (30) calendar days.

**8.3.1 NAP Port**

The NAP Port is a network interface that offers customers access to the NAP network. The NAP Port is offered at DS-3, OC-3c, and OC-12c speeds.

**8.3.2 NAP local loop**

A local loop is the DS-3, OC-3c, or OC-12c circuit between the NAP and the customer's meetpoint.

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## ADVANCED SERVICES TARIFF

**SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)****8.4 Rates****ASI-West**

Colocation / No Mileage		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 5,000	\$ 6,000	\$ 4,500	\$ 3,000	\$ 3,800	\$ 0
OC-3	148 Mbps	\$ 8,500	\$ 7,000	\$ 7,600	\$ 3,500	\$ 7,000	\$ 0
OC-12	622 Mbps	\$ 24,100	\$ 9,000	\$ 21,900	\$ 4,500	\$ 19,700	\$ 0

Colocation Up To Five (5) Miles		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 5,200	\$ 6,000	\$ 4,700	\$ 3,000	\$ 4,000	\$ 0
OC-3	148 Mbps	\$ 9,400	\$ 7,000	\$ 8,400	\$ 3,500	\$ 7,500	\$ 0
OC-12	622 Mbps	\$ 25,800	\$ 9,000	\$ 23,300	\$ 4,500	\$ 20,750	\$ 0

Non-Colocation / No Mileage		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 6,400	\$ 6,000	\$ 5,000	\$ 3,000	\$ 4,100	\$ 0
OC-3	148 Mbps	\$ 10,100	\$ 7,000	\$ 8,300	\$ 3,500	\$ 6,700	\$ 0
OC-12	622 Mbps	\$ 26,000	\$ 9,000	\$ 22,900	\$ 4,500	\$ 18,400	\$ 0

Non-Colocation Up To Five (5) Miles		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 7,100	\$ 6,000	\$ 5,800	\$ 3,000	\$ 4,800	\$ 0
OC-3	148 Mbps	\$ 13,300	\$ 7,000	\$ 11,000	\$ 3,500	\$ 9,100	\$ 0
OC-12	622 Mbps	\$ 34,700	\$ 9,000	\$ 30,800	\$ 4,500	\$ 25,200	\$ 0

**Monthly Mileage Rates**

Rates for Connections beyond five (5) include the following per air mile charge added to the 'Non-collocation Up to Five Miles' pricing above. The total mileage is computed as net mileage. That is, five (5) miles are deducted from the total distance from the NAP C.O. to the customer premises:

Port	Speed	1 Yr.	3 Yr.	5 Yr.
DS3	40 Mbps	\$ 42	\$ 42	\$ 42
OC-3	148 Mbps	\$ 193	\$ 154	\$ 110
OC-12	622 Mbps	\$ 330	\$ 275	\$ 200

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## ADVANCED SERVICES TARIFF

**SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)****8.4 Rates****ASI-North**

<b>Franklin Carrier Meet</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
DS3	40 Mbps	\$ 4,900	\$ 2,000	\$ 4300	\$ 2000(I)(X)	\$ 3,900	\$ 2000(I)(X)
OC-3	148 Mbps	\$ 5,800	\$ 3,000	\$ 5,400	\$ 3000(I)(X)	\$ 4,700	\$ 3000(I)(X)
OC-12	622 Mbps	\$ 10,900	\$ 4,000	\$ 10,100	\$ 4000(I)(X)	\$ 9,300	\$ 4000(I)(X)

<b>Wabash Carrier Meet</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
DS3	40 Mbps	\$ 5,400	\$ 2,000	\$ 5,100	\$ 2000(I)(X)	\$ 4,400	\$ 2000(I)(X)
OC-3	148 Mbps	\$ 6,200	\$ 3,000	\$ 5,900	\$ 3000(I)(X)	\$ 5,200	\$ 3000(I)(X)
OC-12	622 Mbps	\$ 13,600	\$ 4,000	\$ 12,600	\$ 4000(I)(X)	\$ 11,600	\$ 4000(I)(X)

<b>Franklin CO. Zero Miles</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
DS3	40 Mbps	\$ 5,900	\$ 2,000	\$ 5,400	\$ 2000(I)(X)	\$ 4,700	\$ 2000(I)(X)
OC-3	148 Mbps	\$ 6,900	\$ 3,000	\$ 6,400	\$ 3000(I)(X)	\$ 5,700	\$ 3000(I)(X)
OC-12	622 Mbps	\$ 14,800	\$ 4,000	\$ 13,700	\$ 4000(I)(X)	\$ 12,700	\$ 4000(I)(X)

<b>Franklin Co. One Mile</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
DS3	40 Mbps	\$ 6,600	\$ 2,000	\$ 5,800	\$ 2000(I)(X)	\$ 5,400	\$ 2000(I)(X)
OC-3	148 Mbps	\$ 7,500	\$ 3,000	\$ 7,200	\$ 3000(I)(X)	\$ 6,500	\$ 3000(I)(X)
OC-12	622 Mbps	\$ 17,500	\$ 4,000	\$ 16,200	\$ 4000(I)(X)	\$ 15,000	\$ 4000(I)(X)

**Monthly Mileage Rates**

Rates for connection beyond the above listed categories include the following per air mile charge added to the 'Franklin C.O. One Mile' pricing above. The total mileage is computed as net mileage. That is, one mile is deducted from the total distance from the Franklin C.O. to the customer premises:

<b>Port</b>	<b>Speed</b>	<b>1 Yr.</b>	<b>3 Yr.</b>	<b>5 Yr.</b>
DS3	40 Mbps	\$ 72	\$ 63	\$ 54
OC-3	148 Mbps	\$ 320	\$ 280	\$ 240
OC-12	622 Mbps	\$ 640	\$ 560	\$ 480

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## ADVANCED SERVICES TARIFF

**SECTION 9 – PROMOTIONS**

Company may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations.

**Frame Relay Service Nonrecurring Charge Waiver**

Company will waive the following Nonrecurring Charges for new Frame Relay Service ordered under a three (3) year or five (5) year TPP for the period from September 22, 2001 through December 21, 2001:

- 1) All Access Link and Port and Port Only Nonrecurring Charges in all ASI Regions
- 2) PVC Nonrecurring Charges in the ASI-North Region.

If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Section 3 of this tariff and Customer will be assessed and liable for any nonrecurring charges waived as a result of this promotion.

**ATM Service Nonrecurring Charge Waiver**

Company will waive the following Nonrecurring charges for new ATM Service Ordered under a three (3) year or five (5) year TPP for the period from September 22, 2001 through December 21, 2001:

- 1) All Access Link and Port and Port Only Nonrecurring Charges in all ASI regions, except ASI-Northeast
- 2) PVC Nonrecurring Charges in the ASI-North Region.

If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Section 3 of this tariff and Customer will be assessed and liable for any nonrecurring charges waived as a result of this promotion.

(N)(X)

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 9 – PROMOTIONS****Wholesale Digital Subscriber Line (DSL) Transport Service Credit**

(N)(X)

The Wholesale Digital Subscriber Line (DSL) Transport Service Credit promotion applies to Wholesale DSL Transport Services purchased from the tariff and from grandfathered contracts. For the period of January 1, 2002 through February 28, 2002, the Wholesale DSL Transport Service Credit promotion offers Customers a one-time credit to the monthly charges for Wholesale DSL Transport Service based on the following terms:

- 1) Company receives order for new Wholesale DSL Transport Service during the promotional period;
- 2) Wholesale DSL Transport Service ordered during the promotional period must remain active through May 1, 2002 to qualify for the one-time credit;
- 3) If Customer terminates a Wholesale DSL Transport Service ordered during the promotional period prior to May 1, 2002, no one-time credit will be given;
- 4) The one-time credit will be applied on the first bill following May 15, 2002;
- 5) The one-time credit will apply as follows:
  - Customers who are not participating in DSL-VDP will receive a \$25 credit for each new Wholesale DSL Transport Service ordered during promotional period.
  - Customers participating in DSL-VDP will receive a \$50 credit for each new Wholesale DSL Transport Service ordered during the promotional period that exceeds the total number of Wholesale DSL Transport Services ordered between November 1, 2001 and December 31, 2001.

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 9 – PROMOTIONS** (Continued)**Wholesale Digital Subscriber Line (DSL) Transport Service Credit**

(N)(X)

The Wholesale Digital Subscriber Line (DSL) Transport Service Credit promotion applies to Wholesale DSL Transport Services purchased from the tariff and from grandfathered contracts\*. For the promotional period of March 1, 2002 through March 30, 2002, the Wholesale DSL Transport Service Credit promotion offers Customers a one-time credit to the monthly charge for Wholesale DSL Transport Service based on the following terms:

- 1) Company receives order for new Wholesale DSL Transport Service during the promotional period;
- 2) Wholesale DSL Transport Service ordered during the promotional period must remain active through June 1, 2002 to qualify for the one-time credit;
- 3) If Customer terminates a Wholesale DSL Transport Service ordered during the promotional period prior to June 1, 2002, no one-time credit will be given;
- 4) The one-time credit will be applied on the first bill following June 15, 2002;
- 5) The one-time credit will apply as follows:
  - Customers who are not participating in DSL-VDP will receive a \$25 credit for each new Wholesale DSL Transport Service ordered during promotional period.
  - Customers participating in DSL-VDP will receive a \$50 credit for each new Wholesale DSL Transport Service ordered during the promotional period that exceeds half the total number of Wholesale DSL Transport Services ordered between November 1, 2001 and December 31, 2001.

(N)(X)

\* See Section 2.11.1.

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ADVANCED SERVICES TARIFF

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**SECTION 9 – PROMOTIONS (Continued)****Frame Relay Service Monthly Recurring Charge Promotion**

For new Frame Relay Service ordered under a three (3) year or five (5) year TPP for the period from April 15, 2002 through July 12, 2002, Company will offer Customer a payment in April of each TPP year equal to the following Monthly Recurring Charges:

- 1) All Access Link and Port and Port Only Monthly Recurring Charges in ASI-Central, ASI-North and ASI-Northeast Regions as billed in January of each TPP year, up to 10 circuits.
- 2) PVC Monthly Recurring Charges in the ASI-North and ASI-Northeast Regions and Logical Link Monthly Recurring Charges in the ASI-Central Region as billed in January of each TPP year, up to 10 circuits.

Services ordered pursuant to this promotion are not eligible for other Frame Relay Service promotions. If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Section 3 of this tariff, and Customer will be assessed and liable for the total amount of monthly recurring charges received in the form of a payment check as a result of this promotion.

**ATM Service Monthly Recurring Charge Promotion**

For new ATM Service ordered under a three (3) year or five (5) year TPP for the period from April 15, 2002 through July 12, 2002, Company will offer Customer a payment in April of each TPP year equal to the following Monthly Recurring Charges:

- 1) All Access Link and Port and Port Only Monthly Recurring Charges in ASI-Central, ASI-North and ASI-Northeast Regions as billed in January of each TPP year, up to 5 circuits.
- 2) PVC Monthly Recurring Charges in the ASI-North and ASI-Northeast Regions and VPC/VCC Monthly Recurring Charges in ASI-Central as billed in January of each TPP year, up to 5 circuits.

Services ordered pursuant to this promotion are not eligible for other ATM Service promotions. If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Section 3 of this tariff, and Customer will be assessed and liable for the total amount of monthly recurring charges received in the form of a payment check as a result of this promotion.

(N)(X)

(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 9 – PROMOTIONS****Frame Relay Service Nonrecurring Charge Waiver**

Company will waive the following Nonrecurring Charges for new Frame Relay Service ordered under a two (2) year TPP for the period from June 1, 2002 through August 28, 2002:

- 1) All Access Link and Port, and Port Only Nonrecurring Charges in all ASI Regions
- 2) PVC Nonrecurring Charges in the ASI-North Region.

If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Section 3 of this tariff and Customer will be assessed and liable for any nonrecurring charges waived as a result of this promotion.

(N)(X)

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 9 – PROMOTIONS** (Continued)**Wholesale Digital Subscriber Line (DSL) Transport Service Credit**

The Wholesale Digital Subscriber Line (DSL) Transport Service Credit promotion applies to new Wholesale DSL Transport Service Lines ordered from the tariff and from grandfathered contracts.<sup>(1)</sup> For the period of August 1, 2002 through October 31, 2002, any Customer who orders a new Wholesale DSL Transport Service Line will receive a credit of \$75, per Line, to their monthly charges. The promotion will be based on the following terms:

- 1) Company receives order for new Wholesale DSL Transport Service Line during the promotional period;
- 2) Credit(s) received by the Customer under this promotion will be inclusive of any other credits and/or payments received from Company for ordering Wholesale DSL Transport Service. If other credits and/or payments exceed \$75 per month, no credit will be received under this promotion;
- 3) Customers participating in DSL-VDP:
  - (a) Customers entering into a DSL-VDP prior to January 1, 2002 must increase their quantity of orders for new DSL Lines each month of the promotional period by 10% over their Order Commitment. DSL-VDP Customers who do not exceed their Order Commitment by 10% for any month during the promotional period will not receive a credit under this promotion for the respective month.

Company will determine Customer's Order Commitment by calculating average number of orders placed in the months of January, February and March.

$$\text{Order Commitment} = \frac{\text{Lines Ordered in January} + \text{Lines Ordered in February} + \text{Lines Ordered in March}}{3}$$

Example:

A DSL-VDP Customer ordered 170 Wholesale DSL Transport Lines in January 2002, 160 Lines in February 2002 and 180 Lines in March 2002. Their Order Commitment is calculated as follows:

$$\text{Order Commitment} = \frac{170 + 160 + 180}{3} = 170 \text{ DSL Lines Ordered}$$

$$\begin{aligned} 10\% \text{ of Order Commitment} &= .10 \times 170 = 17 \text{ Lines} \end{aligned}$$

In this example, to receive the monthly credits, Customer must order at least 187 new Wholesale DSL Transport Lines for each of the months of the promotional period. If the 10% increase is achieved each month, Customer will receive credit for all new DSL Lines ordered.

- (b) New Customers entering into a DSL-VDP on or after January 1, 2002 are not required to adhere to the Order Commitment provision, as described in paragraph 3(a) above, to receive the monthly credits.

(1) See Section 2.11.1.

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By:

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(N)(X)

(N)(X)

ADVANCED SERVICES TARIFF

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**SECTION 9 – PROMOTIONS** (Continued)**Wholesale Digital Subscriber Line (DSL) Transport Service Credit (Continued)**

4) All credits will be received according to the schedule below:

- Any new Wholesale DSL Transport Service Lines ordered during the month of August of the promotional period will receive a \$75 credit in the first bill following November 15, 2002. Lines ordered in August must remain active through October 31, 2002, otherwise no credit will be given;
- Any new Wholesale DSL Transport Service Lines ordered during the month of September of the promotional period will receive a \$75 credit in the first bill following December 15, 2002. Lines ordered in September must remain active through November 30, 2002, otherwise no credit will be given;
- Any new Wholesale DSL Transport Service Lines ordered during the month of October of the promotional period will receive a \$75 credit in the first bill following January 15, 2003. Lines ordered in October must remain active through December 31, 2002, otherwise no credit will be given.

(N)(X)

(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 10 - SPECIAL CONSTRUCTION****10.1 Regulations**

- 10.1.1** When special construction of facilities is required, the provisions of this section apply in addition to all regulations, rates, and charges set forth in the appropriate service section.
- 10.1.2** When special construction of facilities is required, the provisions of this section apply in addition to all regulations, rates, and charges set forth in the appropriate service section.
- 10.1.3** Special construction is required if 1) facilities or equipment is not available to meet an order for Service and Company or its vendors must construct facilities; 2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which Company would normally utilize in providing the requested Service; or 3) Customer requests construction be expedited resulting in added cost to Company.
- 10.1.4** Special construction charges will be developed based on estimated costs.
- 10.1.5** Written Customer approval of all special construction charges must be provided to Company prior to start of construction.
- 10.1.6** For Services provided on a month to month basis, Customer must pay all special construction charges upfront before Company will begin special construction.
- 10.1.7** For Services provided pursuant to a volume or term commitment, Company may spread special construction charges across the term of the commitment, which will be in addition to any charges associated with the Service. If Customer cancels Service after construction has begun, but before commencement of Service, Customer will be liable for all charges incurred by Company. If Customer cancels Service after commencement of Service, Customer will be liable for all unpaid special construction charges in addition to any termination liability associated with termination of Service as set forth in the appropriate service section.
- 10.1.8** If Customer fails to pay special construction charges due, refusal and discontinuance of the Services using the specially constructed facilities shall be in accordance with the appropriate regulations under which the Service is being provided.
- 10.1.9** Rates, charges and liabilities for special construction to provide facilities for use are following.

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ADVANCED SERVICES TARIFF

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**SECTION 10 - SPECIAL CONSTRUCTION** (Continued)

**10.2 Charges**

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## ADVANCED SERVICES TARIFF

**SECTION 11 – DISCOUNT PRICING PLANS**

- 11.** This section of the tariff contains discount pricing plans that apply to Services noted in each plan.

**11.1 TPP Volume Discount Plan (TVP)**

**11.1.1** TPP Volume Discount Plan (TVP) is a discount pricing plan available to all Frame Relay and ATM Service Arrangements, except as noted in (5) below. TVP applies as follows:

1. Customer is required to submit a Confirmation of Service Order to Company specifying it wishes to participate in TVP and identify desired Volume Commitment Level;
2. New Frame Relay or ATM Services in all regions ordered under a two (2)\*, three (3) or five (5) year TPP will qualify for the TVP discounts; (C)(X)
3. Existing Frame Relay or ATM Services in all regions that are converted to new two (2)\*, three (3) or five (5) year TPPs greater than or equal in length to the remaining portion of their current period qualify for TVP; (C)(X)
4. TVP discounts apply to monthly recurring charges for Frame Relay or ATM Ports or Port and Access Link combinations in all regions except as noted in (5) below. TVP discounts will be in addition to any discounts received under Term Pricing Plans; and
5. Frame Relay Service at 56 Kbps and 64 Kbps in all regions, and OC-3 ATM Service in ASI-Northeast will contribute to the Volume Commitment Levels described below but will not receive TVP discounts.

**11.1.2 Volume Discount Levels**

Each Frame Relay or ATM Port or Port and Access Link combination, including Frame Relay Service at 56 Kbps and 64 Kbps in all regions, and OC-3 ATM Service in ASI-Northeast, that meets the conditions set forth in 11.1.1 above will count toward the Volume Commitment Levels.

Any services purchased on a month-to-month or one (1) year basis will not contribute to the Volume Commitment Level.

Customers may increase their volume discount level at any time during the TPP period. To receive the increased discount, Customer must sign a new two (2)\*, three (3) or five (5) year TPP for all Services to be included in discount and submit a new Confirmation of Service Order indicating their desire to increase their Volume Commitment Level. (C)(X)

Section 11.1.1 preceding applies to all Frame Relay and ATM Service arrangements used to increase the Volume Commitment Level.

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

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**ADVANCED SERVICES TARIFF****SECTION 11 – DISCOUNT PRICING PLANS (Continued)****11.1 TPP Volume Discount Plan (TVP) (Continued)****11.1.3 Volume Discount Levels and TVP Discounts****Frame and ATM Services****24\*, 36 or 60 Month TPP**

(C)(X)

(This category applies to Frame only or any combination of Frame and ATM Service arrangements)

10-49	5%
50-99	7%
100-199	9%
200-299	11%
300+	13%

**ATM Only****36 or 60 Month TPP**

(This category applies to ATM Service arrangements only)

5-14	5%
15-24	7%
25-49	9%
50+	12%

**11.1.4 Annual Review**

Company will verify that Customer is maintaining its Volume Commitment Level annually on anniversary date of TVP agreement. Customer must maintain service quantities equal to or greater than their minimum volume commitment to remain eligible for the discount. If Customer drops below their committed volume level, Company will downgrade Customer to the appropriate volume discount level for which they qualify. If Customer's volume level drops below the minimum Volume Commitment Level specified in 11.1.3 preceding, TVP will no longer apply.

\* The 24 month TPP is available with Frame Relay Service only.

(N)(X)

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