

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>)35.1 Service Description(A) Service Description

(Tx)

OPT-E-MAN<sup>SM</sup> Service offers networking capabilities utilizing Optical Ethernet, which is the use of Ethernet LAN packets running over optical fiber within or as access to a service provider's network. OPT-E-MAN<sup>SM</sup> provides an integrated service consisting of fiber transport connected to an Ethernet device capable of switching. OPT-E-MAN<sup>SM</sup> provides dedicated bandwidth ranging from 5 Mbps up to 1 Gbps. Customers may connect to the service using a router, bridge or switch.

(Dx)

(Cx)

OPT-E-MAN<sup>SM</sup> supports a logical point-to-point, point to multi-point or multi-point to multi-point configuration and enables the customer to connect locations within the same LATA or Metropolitan Area Network (MAN) as if they were segments on the same LAN. OPT-E-MAN<sup>SM</sup> Service supports full duplex communication.

(Cx)

(Nx)

OPT-E-MAN<sup>SM</sup> Service will initially be available only in the following LATAs:

\*San Francisco (LATA 722)

\*Sacramento (LATA 726)

(Nx)

\*Los Angeles (LATA 730)

\*San Diego (LATA 732)

Once the facilities necessary to provide OPT-E-MAN<sup>SM</sup>, as specified in this section, are deployed in other LATAs, customers may purchase OPT-E-MAN<sup>SM</sup> in those LATAs. To the extent a customer would like to purchase OPT-E-MAN<sup>SM</sup> Service in any LATA where the necessary facilities to provide OPT-E-MAN<sup>SM</sup> Service have not been deployed, the customer can request special construction for this service in accordance with Section 5.1.3 of this tariff.

OPT-E-MAN<sup>SM</sup> Service provides the customer the capability to connect to the Telephone Company's network via one of the following standard network interfaces as described in Section 35.1(B) and (D):

(i) 10/100 Mbps Base T

(Cx)

(ii) 1 Gbps Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX)

OPT-E-MAN<sup>SM</sup> includes the port and connection to the Ethernet network, Committed Information Rate (CIR)(Bandwidth assessed per speed increments ranging from 5 Mbps to 1 Gbps), and Ethernet Virtual Connections (EVC).

(Cx)

(Cx)

(Dx)

(Dx)

(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page is filed under Transmittal No. 215)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.1 Service Description (Cont'd)(A) Service Description (Cont'd)

(Tx)

OPT-E-MAN<sup>SM</sup> will be offered as follows:

Basic Connection: The OPT-E-MAN<sup>SM</sup> Basic Connection provides the customer with a switched, logical point-to-point and point to multipoint connection between the customer locations using a physical connection to the Ethernet network, and virtual connections through the Ethernet network. (Nx)  
(Tx)

Basic Plus Connection: The OPT-E-MAN<sup>SM</sup> Basic Plus Connection provides the customer with a switched, logical point-to-point, point to multi-point, and/or multi-point to multi-point connection between the customer locations using a physical connection to the Ethernet network, and virtual connections through the Ethernet network. (Nx)  
(Nx)

Committed Information Rate (CIR): The customer must select CIR and at least one EVC to enable service. (Tx)  
(Tx)

CIR usage will have the following Grades of Service selection: (Tx)

Bronze: Intended for data applications with more tolerance for delay and/or data applications that are lower in priority, i.e. LAN traffic. Service parameters associated with this Grade of Service are PDR and Latency. Latency is defined as the amount of time necessary for a typical frame to traverse the Ethernet network. Latency is measured by averaging sample measurements taken during a calendar month from Network Terminating Equipment (NTE) to NTE to which the customer ports are attached and measured when the network is available for use by the customer. (Nx)  
(Nx)

Silver: Supports applications that require minimal loss and low latency variation (jitter). The service parameters associated with this Grade of Service are PDR, Latency and Jitter. Jitter is calculated as the delay variance of the packets transported across the network or the delta between two consecutive packets and measured when the network is available for use by the customer. (Dx)  
(Dx)  
(Nx)  
(Nx)

(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page is filed under Transmittal No. 215)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd) (Sy)35.1 Service Description (Cont'd)(B) Service Provisioning(1) Manner of Provisioning

- (a) Access into the Telephone Company's network must conform to industry standards and specifications as described in technical publications TP-76200MP and SBC-TP-76412-000. (Sy) (Cx) (Sy)
- (b) The Telephone Company will provision up to and including the Network Terminating Equipment (NTE), which is on the Telephone Company's side of the demarcation point. This location will be at each customer's premises, unless specified otherwise and agreed to by the Telephone Company.
- (c) NTE installed by the Telephone Company on the customer's premises shall remain the property of the Telephone Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test or interface with any network equipment installed by the Telephone Company without prior written consent of the Telephone Company.
- (d) The customer shall be responsible for obtaining permission for the Telephone Company's agents or employees to enter the customer's premises at a mutually agreed upon time for the purpose of installing, inspecting, repairing, or removing (upon termination of the service) the equipment of the Telephone Company.

(2) Limitations

- (a) OPT-E-MAN<sup>SM</sup> is only available within the same Local Access Transport Areas (LATAs).
- (b) The Telephone Company shall not be responsible for error correction. Error correction is the responsibility of the customer's OPT-E-MAN<sup>SM</sup> compatible CPE. (Sy)

(x) Issued under authority of Special Permission No. 03-xxx of the F.C.C.

(y) Reissued material originally filed under Transmittal No. 137 became effective on November 26, 2003.

(This page is filed under Transmittal No. 142)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.1 Service Description (Cont'd)(B) Service Provisioning (Cont'd)(2) Limitations (Cont'd)

- (c) The selected CIR bandwidth usage may not exceed the physical bandwidth/speed of that port. If a customer orders 1 Gbps of CIR on a single port, the Telephone company reserves the right to use up to 10% of bandwidth for traffic management. (Cx)
- (d) OPT-E-MAN<sup>SM</sup> does not allow for oversubscription. The total bandwidth (speed sum of the EVCs) on a single port cannot exceed the selected CIR of that port. (Cx)
- (e) The Telephone Company shall not be responsible for installation, operation, maintenance, or adapting OPT-E-MAN<sup>SM</sup> to the technological requirements of any specific CPE.
- (f) If a customer connects to the Ethernet network using a bridge or switch, only 50 MAC addresses will be initially available per port. Additional addresses may be purchased in blocks of 50 at an additional charge, with a limit of 100 MAC addresses total per port. The rates are described in Section 35.2(D) Rates and Charges.
- (g) Data exiting the network through the customer port or ports is excluded from SLA calculations to the extent that it exceeds the CIR for those ports. (Nx)  
(Nx)  
(Nx)
- (h) The Telephone Company will use controls to limit the amount of multicast and broadcast traffic to protect the OPT-E-MAN<sup>SM</sup> network against traffic storms. The maximum throughput of multicast traffic will be set at 1 Mbps per customer port. The maximum throughput of broadcast traffic will be set at 200 packets per second per port. Packets dropped by traffic controls will be excluded from SLA calculations. The Telephone Company recommends that customers enable controls for multicast, broadcast, and unknown unicast traffic within the customer network(s). (Nx)  
|  
(Nx)

(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page is filed under Transmittal No. 215)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.1 Service Description (Cont'd)(B) Service Provisioning (Cont'd)(3) Customer Interface Options

| Interface          | Handoff | Bandwidth Limit | Distance Limit |
|--------------------|---------|-----------------|----------------|
| 10/100 Mbps Base T | Copper  | 100 Mbps        | 100 M          |
| 1000 Base SX       | Fiber   | 1 Gbps          | 550 M          |
| 1000 Base LX/LH    | Fiber   | 1 Gbps          | 550 M-10Km     |
| 1000 Base ZX       | Fiber   | 1 Gbps          | 70 Km          |

(Cx)

(C) Service Level Agreements (SLAs)

The Telephone Company is committed to maintain Network Availability of 99.95% per month, including the local loop which equates to less than 21.6 minutes of downtime per month, excluding maintenance windows.

(Cx)

Network Availability is calculated as the percentage of time that the Ethernet network is capable of accepting and delivering customer data during the measurement period. The calculation for Network Availability for a given month is as follows:

Network Availability = (24 hours x days in month x 60 x number of customer sites - network outage time)/(24 hours x days in month x 60 x number of customer sites)

(Cx)

(Cx)

The Telephone Company will meet the Network Availability, given the following terms and conditions:

- (i) The customer must notify the Telephone Company when the service parameters within the calendar month fall below (or above) the committed level.
- (ii) The customer must request a service credit within 45 days after the end of the month when the failure occurred.

(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page is filed under Transmittal No. 215)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.1 Service Description (Cont'd)(C) Service Level Agreements (SLAs) (Cont'd)

- (iii) Upon verification by the Company that the actual service performance for that parameter was less than the committed level, the customer will be provided a service credit equal to 10% of the monthly recurring charge for that service parameter for all affected ports. (Cx)  
(Cx)  
(Cx)

(Dx)

(Dx)

(Dx)

(Dx)

(1) Grade of Service Guarantees

Grade of Service guarantees will exist for OPT-E-MAN<sup>SM</sup> Service if the Telephone Company fails to meet service parameters, such as Latency, PDR and Jitter, defined for each Grade of Service, given the following terms and conditions:

- (i) The customer must notify the Telephone Company when the service parameters within the calendar month fall below (or above) the committed level.  
(ii) The customer must request a service credit within 45 days after the end of the month when the failure occurred.  
(iii) Upon verification by the Company that the actual service performance for that parameter was less than the committed level, the Telephone Company has one month to correct the problem.  
(iv) If after one month, the service performance for that parameter is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports.

(a) Packet Delivery Rate (PDR) Guarantee

The PDR guarantee is a percentage of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Bronze PDR = 99.5%

Silver PDR = 99.9%

Packet delivery is measured by averaging sample measurements taken during a calendar month from NTE to NTE to which the customer ports are attached when the OPT-E-MAN<sup>SM</sup> network is available for use by the customer. (Nx)  
(Nx)  
(Nx)

(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page is filed under Transmittal No. 215)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.1 Service Description (Cont'd)(C) Service Level Agreements (SLAs) (Cont'd)(1) Grade of Service Guarantees (Cont'd)(b) Latency

The Telephone Company is committed to maintain delay across the Telephone Company's network at no more than a 25-35 ms (50-70 ms roundtrip) depending on grade of service for packets 1500 bytes or less. (Cx)

Bronze Latency = 35 ms one way (70 ms roundtrip) (Cx)  
Silver Latency = 25 ms one way (50 ms roundtrip) (Cx)

Latency is measured by averaging sample measurements taken during a calendar month between NTE to which the customer ports are attached when the OPT-E-MAN<sup>SM</sup> network is available for use by the customer. (Nx)  
(Nx)

(c) Jitter

Applicable only to the Silver Grade of Service, OPT-E-MAN<sup>SM</sup> is committed to maintain a jitter of less than 15 ms one-way end-to-end (including the local loop) within the Telephone Company's Ethernet network. (Cx)

Jitter is measured by averaging sample measurements taken during a calendar month between NTE to the customer ports are attached when the OPT-E-MAN<sup>SM</sup> network is available for use by the customer. (Nx)  
(Nx)  
(Nx)  
(Nx)

(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page is filed under Transmittal No. 215)

Issued: March 30, 2005

Effective: March 31, 2005

One SBC Plaza. Dallas. Texas 75202

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)

(Nx)

35.1 Service Description (Cont'd)(C) Service Level Agreements (SLAs) (Cont'd)(2) Allowance for Service Interruptions

The allowance for service interruption will apply as specified in Section 2.4.4.

(a) When A Credit Allowance Does Not Apply

No credit allowance will be made for:

- (i) Interruptions caused by the negligence of the Customer;
- (ii) Interruptions of a service due to the failure of equipment or systems provided by the Customer or parties other than the Telephone Company;
- (iii) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated;
- (iv) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service;
- (v) No credit allowances will apply during a Telephone Company work stoppage;
- (vi) No credit allowance due to governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

(3) SLA Regulations

- (a) SLAs will be offered at no charge to all customers with term agreements of 1 year or more. Month-to-month customers will continue to receive credits as described in Section 2.4.4.
- (b) SLAs will apply to all connection types
- (c) SLA credits will not exceed full monthly charges for affected network elements.

(Nx)

(x) Issued under authority of Special Permission No. 03-101 of the FCC.

(This page is filed under Transmittal No. 137)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.1 Service Description (Cont'd)(C) Service Level Agreements (SLAs) (Cont'd)(4) SLA Exclusions

The Telephone Company will be excluded from providing any Service Level Agreement credits should any of the following conditions occur:

- (a) Force major events such as, but not limited to an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes. Loss or damage resulting from any cause beyond the Telephone Company's reasonable control such as acts of war, civil disturbances, acts of civil or military authorities or public enemy.
- (b) All SLAs are guaranteed end-to-end (hand-off at the customer demarcation to hand-off at the customer demarcation, including the local loop). The failures of any components beyond the demarcation point are excluded from SLA calculation.
- (c) Data Loss during the Telephone Company's schedule maintenance window.
- (d) Data exceeding subscribed CIR.
- (e) Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.

(D) OPT-E-MAN<sup>SM</sup> Configuration

The customer must order OPT-E-MAN<sup>SM</sup> service via an OPT-E-MAN<sup>SM</sup> standard interface as described in the following:

- (i) 10/100 Mbps Base T - a copper handoff with a bandwidth limitation of 100 Mbps. (Cx)
- (ii) 1 Gbps Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX)- a fiber handoff with a bandwidth limitation of 1 Gbps.

The customer must select a Committed Information Rate (CIR) and one (1) Ethernet Virtual Connection (EVC) to enable service. (Dx)  
The bandwidth usage (CIR) selected by the customer must be in service for at least 30 days before an increase or decrease in the bandwidth can be requested. (Cx)

(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page is filed under Transmittal No. 215)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.1 Service Description (Cont'd)(D) OPT-E-MAN<sup>SM</sup> Configuration (Cont'd)

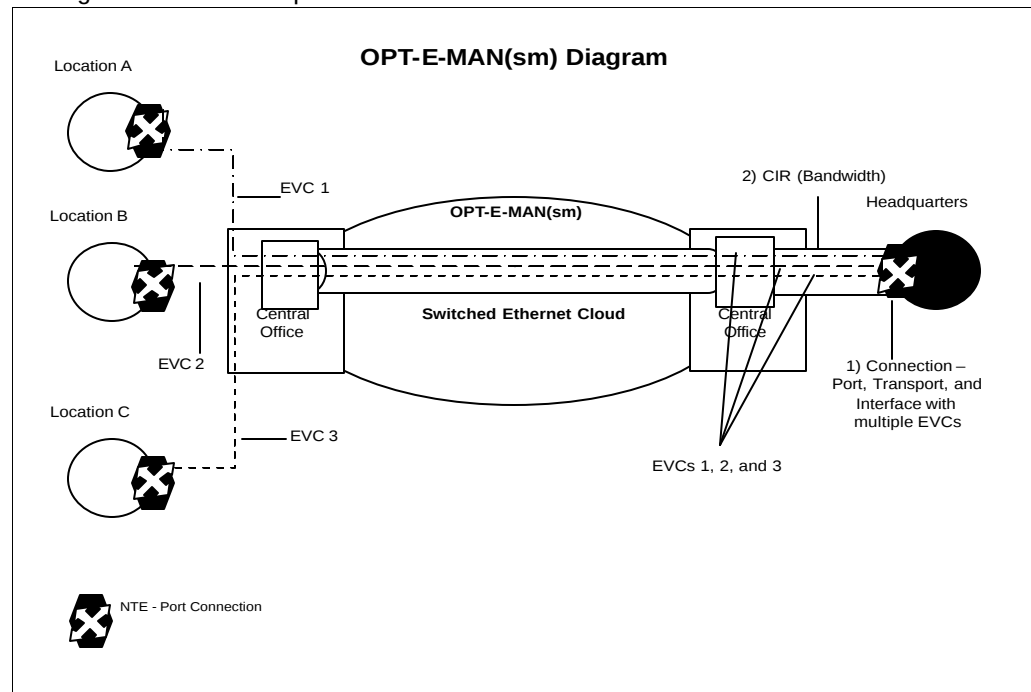
The customer will have the option to order Bronze or Silver Grades of Service.

Network Terminating Equipment (NTE) will be placed at the customer's premises as part of the OPT-E-MAN<sup>SM</sup> Service

- (iii) A total of 8 EVCs may be configured per Basic 10/100 Mbps port. (Cx)
- (iv) A total of 64 EVCs may be configured per Basic 1 Gbps port. (Cx)
- (v) A total of 7 EVCs may be configured per Basic Plus 10/100 Mbps port. (Nx)
- (vi) A total of 63 EVCs may be configured per Basic Plus 1 Gbps port. (Nx)

When EVCs are ordered, the customer must designate the portion of the CIR bandwidth assigned to each EVC. EVC charges will apply at each connection to the Ethernet Network. The CIR bandwidth for EVCs range from 5 Mbps to 1000 Mbps in 1 Mbps increments. EVCs will be prioritized as Bronze or Silver. The originating and terminating ports must both have a CIR with Silver GoS for the EVC between the two ports to be prioritized with a Silver GoS.

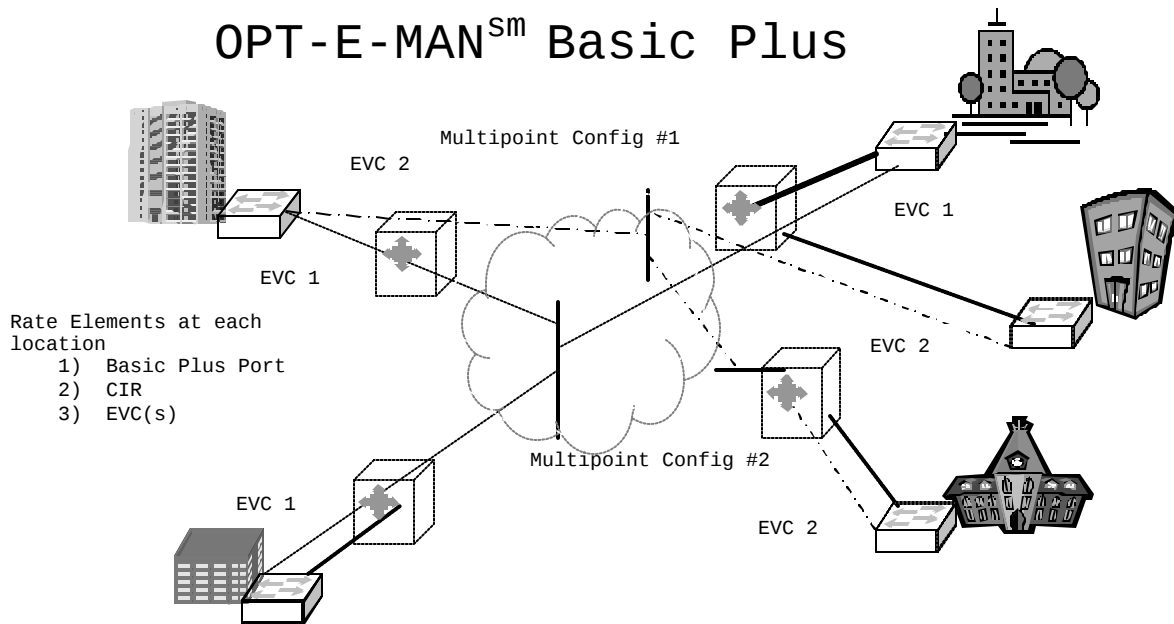
An EVC must be in service for at least 30 days before any changes can be requested.



(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page filed under Transmittal No. 215)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.1 Service Description (Cont'd)(D) OPT-E-MAN<sup>SM</sup> Configuration (Cont'd)

(Nx)

The service above has a port at each location (Basic Plus). Each Basic Plus port has a Committed Information Rate (CIR) that must be equal to or greater than the sum of the Ethernet Virtual Connections (EVCs) on that port. Basic Plus service can facilitate Point to Point, Point to Multipoint, or Multipoint to Multipoint as shown above. EVC1 and EVC2 represents Basic Plus Multipoint to Multipoint configurations, illustrating that each port in a multipoint configuration can transmit traffic to all other locations on the same multipoint configuration. Point to Point is a dedicated connection between two ports. Point to Multipoint is multiple point to point connections between several different ports. Multipoint to Multipoint is a connection between multiple designated ports on the OPT-E-MAN<sup>SM</sup> network.

(E) Responsibility of the Customer

(Nx)

The customer is responsible for providing the compatible CPE to be used for the connection to the OPT-E-MAN<sup>SM</sup> Service. The customer is responsible for notifying the Telephone Company of any interruption in service.

Material previously appearing on this page now appears on 1st Revised Page 35-12.

(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page is filed under Transmittal No. 215)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.1 Service Description (Cont'd)(F) Rate Elements

- (1) Connection- The OPT-E-MAN<sup>SM</sup> connection rate elements are assessed per interface at 10/100 Mbps or 1 Gbps Ethernet. The OPT-E-MAN<sup>SM</sup> connection rate element includes the physical connection from the customer demarc to the Ethernet network. (Mx)  
(Dx)  
(Mx)  
(Mx)  
(Mx)
- (2) Committed Information Rate (CIR) is bandwidth assessed per speed increments ranging from 5 Mbps to 1 Gbps and is available in a Bronze and Silver Grade of Service. (Cx)  
(Cx)  
(Dx)
- (3) Ethernet Virtual Connections (EVC) - EVC rate element is assessed per connection in increments of 5-100 Mbps, 101-500 Mbps, 501-1000 Mbps. CIR per EVC may be set in 1 Mbps increments. (Dx)  
(Tx)  
(Mx)  
(Mx)  
(Tx)
- (4) Nonrecurring Charges - one-time charges that apply for specific work activity related to the provisioning of OPT-E-MAN<sup>SM</sup> Service, as described in Section 35.2. (Mx)  
(Mx)  
(Mx)
- (5) Recurring Charges- Recurring charges are rates that apply each month or fraction thereof that the service is provided. Recurring rates apply to 12, 24, 36, or 60-month period under the terms and conditions of Term Pricing Plan (TPP), discussed in 35.1(H).
- (6) Month to Month Rates- Upon completion of a TPP, a customer's service will automatically convert to the Month-to-Month Rates unless the customer requests a new TPP.

(G) Optional Features

- (1) Repeater-(Circuit Regenerators) provide essential detection and retransmission of Ethernet signals. Repeaters will only be provided as required by the Telephone Company when actual fiber facility distance between customer designated premises and/or central office locations exceed design limits (as specified in technical publication SBC-TP-76412-000). Repeaters will be located exclusively in Telephone Company central offices.
- (2) Additional MAC Addresses- If a customer connects to the Ethernet network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses will be initially available per port. 50 additional addresses may be purchased at an additional charge, with a limit of 100 MAC addresses total per port.

Material previously appearing on this page now appears on 1st Revised Page 35-13.

Revised material now appearing on this page previously appeared on Original Page 35-11.

(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page is filed under Transmittal No. 215)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.1 Service Description (Cont'd)(H) Term Pricing Plan

(Mx)

The OPT-E-MAN<sup>SM</sup> Term Payment Plan (TPP) is a term plan that allows a customer to purchase OPT-E-MAN<sup>SM</sup> Service over a 1, 2, 3, or 5, year period. During the term of the selected TPP, Telephone Company initiated recurring rate changes (increases or decreases) will automatically be applied to the monthly payments for the remaining months of the current TPP term however, the monthly recurring rate during the TPP term will never exceed the initial TPP rate. The TPP rates can be found in Section 35.2. The customer must commit to at least a 12 month TPP to qualify for the service.

The Administrative Charge is a non-recurring charge that applies for each Access Order. The Administrative Charge will be waived for all orders requesting new service. Administrative Charges for OPT-E-MAN<sup>SM</sup> are set forth in 35.2(D) following.

(Mx)

(I) Moves

Moves involve a change in the physical location of one of the following:

- (i) Service rearrangement;
- (ii) Point of Termination at the customer's premises;  
or
- (iii) Customer's premises.

Move charges are dependent upon the type of move requested by the customer.

(1) Service Rearrangement

Service rearrangements are changes to existing (installed) services, which do not result in a change in the minimum period requirements, as set forth in Section 5.2.8.

(2) Moves Within the Same Building

When the move is to a new location within the same building, the Administration charge, all associated non-recurring charges, and Customer Connection charge for the service termination affected will apply. There will be no change in the minimum period requirements, as described in Section 5.2.9.

(3) Moves to a Different Building

Moves to a different building will be treated as a discontinuance therefore start of service, all associated nonrecurring charges, and new minimum period requirements, as described in Section 5.2.9, will apply.

Revised material now appearing on this page previously appeared on Original Page 35-12.

(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page is filed under Transmittal No. 215)

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.1 Service Description (Cont'd)(J) Expiration of OPT-E-MAN<sup>SM</sup> TPP term options

The OPT-E-MAN<sup>SM</sup> TPP is not available for renewal. At the expiration of the TPP term, the customer may select a new TPP term at the prevailing rates. If a customer does not wish to purchase a new OPT-E-MAN<sup>SM</sup> TPP at the expiration of the term, the customer's service will automatically convert to the prevailing month-to-month rates. The Telephone Company must receive written notice 45 days prior to termination.

(K) Termination Liability

Termination liability charges will apply in the following cases:

In the event service is terminated prior to the end of the TPP term, a termination charge utilizing the following termination percentage will apply:

Termination Billing Period Percentage: 50%

The monthly recurring rates exclude EVC(s) and additional MAC address charges.

The termination charge is calculated as follows:

(Monthly recurring rates) X (Months remaining in TPP term) X  
(Termination Billing Period Percentage)

Example: A customer with \$3000.00 in monthly rates terminates service with ten (10) months remaining in a three year TPP term.

The termination liability charge would be calculated as follows:  
 $(\$3000.00) \times (10) \times (.50) = \$15,000.00$

- (L) Termination Liability will not apply for a first time customer's first two OPT-E-MAN<sup>SM</sup> Ports if the customer cancels service prior to the 61 calendar day of service.

This will allow customers to fully complete integration testing between SBC's OPT-E-MAN<sup>SM</sup> Network and their Ethernet Network without incurring termination penalties associated with a circuit under the TPP if they elect not to continue service.

(Nx)

(Nx)

Issued under the Authority of Special Permission No. 05-043 of the FCC.

(This page is filed under Transmittal No. 256)

Issued: September 8, 2005

Effective: September 9, 2005

One SBC Plaza, Dallas, Texas 75202

## ACCESS SERVICE

43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)43.2 Rates and Charges(A) Connection

| Basic Connection      | USOC  | Month-to-Month | 1 Year     | 2 Year     | 3 Year     | 5 Year    | NRC                       |      |
|-----------------------|-------|----------------|------------|------------|------------|-----------|---------------------------|------|
| 10/100 Mbps           | P9FEX | \$ 925.00      | \$ 780.00  | \$ 750.00  | \$ 650.00  | \$ 575.00 | \$1,925.00 <sup>(3)</sup> | (Cx) |
| Gigabit Ethernet      | P9FGX | \$1,400.00     | \$1,200.00 | \$1,150.00 | \$1,000.00 | \$ 850.00 | \$2,100.00 <sup>(3)</sup> | (Cx) |
| Basic Plus Connection | USOC  | Month-to-Month | 1 Year     | 2 Year     | 3 Year     | 5 Year    | NRC                       |      |
| 10/100 Mbps           | P9FFX | \$ 925.00      | \$ 780.00  | \$ 750.00  | \$ 650.00  | \$ 575.00 | \$1,925.00 <sup>(3)</sup> | (Cx) |
| Gigabit Ethernet      | P9FHX | \$1,400.00     | \$1,200.00 | \$1,150.00 | \$1,000.00 | \$ 850.00 | \$2,100.00 <sup>(3)</sup> | (Cx) |

(B) Committed Information Rate (CIR)(1) Bronze Grade of Service

| CIR Bandwidth Charges | USOC  | Monthly Recurring Rate | NRC     |
|-----------------------|-------|------------------------|---------|
| CIR Speed (Mbps)      |       |                        |         |
| 5 <sup>(2)</sup>      | R6EAB | \$ 450.00(Rx)          | \$75.00 |
| 10 <sup>(2)</sup>     | R6EBB | \$ 650.00(Rx)          | \$75.00 |
| 15 <sup>(1)</sup>     | R6ECB | \$1,350.00             | \$75.00 |
| 20 <sup>(2)</sup>     | R6EDB | \$ 900.00(Rx)          | \$75.00 |
| 25 <sup>(1)</sup>     | R6EEB | \$1,675.00             | \$75.00 |
| 30 <sup>(1)</sup>     | R6EFB | \$1,800.00             | \$75.00 |
| 40 <sup>(1)</sup>     | R6EGB | \$1,950.00             | \$75.00 |
| 50 <sup>(2)</sup>     | R6EHB | \$1,025.00(Rx)         | \$75.00 |
| 60 <sup>(1)</sup>     | R6EJB | \$2,350.00             | \$75.00 |
| 80 <sup>(1)</sup>     | R6EKB | \$2,650.00             | \$75.00 |
| 100 <sup>(2)</sup>    | R6ELB | \$1,200.00(Rx)         | \$75.00 |
| 125 <sup>(1)</sup>    | R6EMB | \$2,900.00             | \$75.00 |
| 150 <sup>(1)</sup>    | R6ENB | \$3,500.00             | \$75.00 |
| 175 <sup>(1)</sup>    | R6EOB | \$4,200.00             | \$75.00 |
| 200 <sup>(1)</sup>    | R6EPB | \$4,400.00             | \$75.00 |
| 250 <sup>(2)</sup>    | R6EQB | \$1,575.00(Rx)         | \$75.00 |
| 300 <sup>(1)</sup>    | R6ERB | \$5,000.00             | \$75.00 |
| 400 <sup>(1)</sup>    | R6ESB | \$5,300.00             | \$75.00 |
| 500 <sup>(2)</sup>    | R6ETB | \$1,900.00(Rx)         | \$75.00 |
| 600 <sup>(1)</sup>    | R6EUB | \$5,900.00             | \$75.00 |
| 700 <sup>(1)</sup>    | R6EVB | \$6,200.00             | \$75.00 |
| 800 <sup>(1)</sup>    | R6EWB | \$6,500.00             | \$75.00 |
| 900 <sup>(1)</sup>    | R6EYB | \$6,800.00             | \$75.00 |
| 1000 <sup>(2)</sup>   | R6EZB | \$2,575.00(Rx)         | \$75.00 |

(1) As of 03/31/05 the specified CIR Speeds will no longer be available to new customers, there will be no change to existing customers.

(2) As of 03/31/05, a onetime CIR non recurring charge will be waived for all existing customers that are currently on a grandfathered CIR option and elect to change 06/30/05.

(3) As of 09/09/05 non-recurring charges will be waived for Basic and Basic Plus Connections for 2, 3 and 5 year terms. (Nx)  
(Nx)

Issued under the Authority of Special Permission No. 05-043 of the FCC.

(This page filed under Transmittal No. 256)

Issued: September 8, 2005

Effective: September 9, 2005

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.2 Rates and Charges (Cont'd)(B) Committed Information Rate(CIR) (Cont'd)(2) Silver Grade of Service

| CIR Bandwidth Charges | USOC  | Monthly<br>Recurring<br>Rate | NRC     |
|-----------------------|-------|------------------------------|---------|
| CIR Speed (Mbps)      |       |                              |         |
| 5 <sup>(2)</sup>      | R6EAC | \$ 650.00(Rx)                | \$75.00 |
| 10 <sup>(2)</sup>     | R6EBC | \$ 850.00(Rx)                | \$75.00 |
| 15 <sup>(1)</sup>     | R6ECC | \$1,525.00                   | \$75.00 |
| 20 <sup>(2)</sup>     | R6EDC | \$1,100.00(Rx)               | \$75.00 |
| 25 <sup>(1)</sup>     | R6EEC | \$1,900.00                   | \$75.00 |
| 30 <sup>(1)</sup>     | R6EFC | \$2,050.00                   | \$75.00 |
| 40 <sup>(1)</sup>     | R6EGC | \$2,200.00                   | \$75.00 |
| 50 <sup>(2)</sup>     | R6EHC | \$1,225.00(Rx)               | \$75.00 |
| 60 <sup>(1)</sup>     | R6EJC | \$2,675.00                   | \$75.00 |
| 80 <sup>(1)</sup>     | R6EKC | \$3,000.00                   | \$75.00 |
| 100 <sup>(2)</sup>    | R6ELC | \$1,400.00(Rx)               | \$75.00 |
| 125 <sup>(1)</sup>    | R6EMC | \$3,275.00                   | \$75.00 |
| 150 <sup>(1)</sup>    | R6ENC | \$4,000.00                   | \$75.00 |
| 175 <sup>(1)</sup>    | R6EOC | \$4,750.00                   | \$75.00 |
| 200 <sup>(1)</sup>    | R6EPC | \$4,975.00                   | \$75.00 |
| 250 <sup>(2)</sup>    | R6EQC | \$1,975.00(Rx)               | \$75.00 |
| 300 <sup>(1)</sup>    | R6ERC | \$5,650.00                   | \$75.00 |
| 400 <sup>(1)</sup>    | R6ESC | \$6,000.00                   | \$75.00 |
| 500 <sup>(2)</sup>    | R6ETC | \$2,300.00(Rx)               | \$75.00 |
| 600 <sup>(1)</sup>    | R6EUC | \$6,675.00                   | \$75.00 |
| 700 <sup>(1)</sup>    | R6EVC | \$7,000.00                   | \$75.00 |
| 800 <sup>(1)</sup>    | R6EWC | \$7,350.00                   | \$75.00 |
| 900 <sup>(1)</sup>    | R6EYC | \$7,700.00                   | \$75.00 |
| 1000 <sup>(2)</sup>   | R6EZC | \$2,975.00(Rx)               | \$75.00 |

(1) As of 03/31/05, the specified CIR speeds will no longer be available to new customers, there will be no change to existing customers.

(2) As of 03/31/05, the CIR non recurring charge will be waived for all existing customers that are currently on a grandfathered CIR option and elect to change their 06/30/05.

Issued under the Authority of Special Permission No. 05-043 of the FCC.

(This page is filed under Transmittal No. 256)

Issued: September 8, 2005

Effective: September 9, 2005

One SBC Plaza, Dallas, Texas 75202

## ACCESS SERVICE

35. Optical Ethernet Metropolitan Area Network (OPT-E-MAN<sup>SM</sup>) (Cont'd)35.2 Rates and Charges (Cont'd)(C) EVC Charges

(Tx)

| <b>EVC CIR Range</b> | <b>Bronze USOC</b> | <b>Bronze Monthly Recurring Rate</b> | <b>Silver USOC</b> | <b>Silver Monthly Recurring Rate</b> | <b>NRC per EVC</b> |
|----------------------|--------------------|--------------------------------------|--------------------|--------------------------------------|--------------------|
| 5-100 Mbps           | EVNAB              | \$0.00(Rx)                           | EVNAC              | \$0.00(Rx)                           | \$0.00(Rx)         |
| 101-500 Mbps         | EVNBB              | \$0.00(Rx)                           | EVNBC              | \$0.00(Rx)                           | \$0.00(Rx)         |
| 501-1000 Mbps        | EVNCB              | \$0.00(Rx)                           | EVNCC              | \$0.00(Rx)                           | \$0.00(Rx)         |

(Tx)

(D) Other Charges

| <b>Item</b>                                             | <b>USOC</b> | <b>Recurring Charge</b> | <b>Non-Recurring Charge</b> |
|---------------------------------------------------------|-------------|-------------------------|-----------------------------|
| Administrative Charge per order                         | ORCMX       | N/A                     | \$ 60.00                    |
| Design and Central Office Connection Charge per circuit | NRMCK       | N/A                     | \$ 0.00                     |
| Customer Connection Charge per termination              | NRBBL       | N/A                     | \$ 0.00                     |

(E) Optional Features

|          | <b>USOC</b> | <b>Month-to-Month</b> | <b>1 Year</b> | <b>2 Year</b> | <b>3 Year</b> | <b>5 Year</b> | <b>NRC</b> |
|----------|-------------|-----------------------|---------------|---------------|---------------|---------------|------------|
| Repeater | VU4         | \$475.00              | \$400.00      | \$375.00      | \$325.00      | \$300.00      | \$250.00   |

|                                   | <b>USOC</b> | <b>Recurring Charge</b> | <b>Non-Recurring Charge</b> |
|-----------------------------------|-------------|-------------------------|-----------------------------|
| Additional MAC Addresses (51-100) | M2CAX       | \$ 5.00                 | \$ 70.00                    |

(Cx)

(x) Issued under the Authority of Special Permission No. 05-017 of the F.C.C.

(This page is filed under Transmittal No. 215)

Issued: March 30, 2005

Effective: March 31, 2005

One SBC Plaza. Dallas. Texas 75202