

**DATA PRODUCT REFERENCE AND PRICING GUIDEBOOK**

**SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES**

5.1 Domestic Frame Relay Service<sup>1</sup>

5.1.1 Description

- (A) This Service is a packet data service, accessible at speeds of up to 40 Mbps for NNI ports, which provides Customers with a capability to connect locations via PVCs for data transmission. Customers may subscribe to term plans for one, three, or five years for UNI or NNI ports.
- (B) This Service, comprised of three components, allows Customer-compatible applications and/or equipment to connect to the FRS network. The three components are local loop access, FRS Port options, and PVCs.
  - .1 The local loop access to the FRS network is through DS0 or DS1 digital Access Lines, and is provided by a Local Access Provider. Recurring, non-recurring and one time charges associated with local loop access are not provided in this Guidebook.
  - .2 The FRS Port options allow access to the FRS network.
  - .3 PVCs provide a connection oriented transmission Channel from source to destination. PVCs are defined by DLCIs which identify address information and route the framed data. Multiple virtual connections can be established over a single digital transmission facility and single port. Each individual access link and Domestic Frame Relay Port can be shared with traffic to multiple designations.
- (C) The DLCIs are established at the time of Service subscription at Customer specified end points making a PVC. The FRS network will only transmit data between authorized DLCIs. Each PVC has a pre-assigned CIR and a Burst Rate. This provides Bandwidth sharing and Bandwidth on demand capabilities.
- (D) At Service subscription, the CIR and the Burst Rate must be specified for each PVC ordered.

For FRS the following installation intervals apply:

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

5.1.2 Access

- (A) Access to Domestic Frame Relay Service can be made using one of the following methods provided by a Local Access Provider. For each access facility used, one port is required for access to FRS. For each port used, the speed selected must be equal to or greater than the CIR for each PVC connected to the port.
  - .1 Reserved for Future Use (C)
  - .2 DS1 digital access (including subrate DS1 port options)

<sup>1</sup>This service is no longer available to new Customers or to existing Customers at new locations effective September 11, 2002.

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5.1 Domestic Frame Relay Service (continued)<sup>1</sup>

5.1.2 Access (Continued)

(B) Access for Interstate Frame Relay Service Pricing Plan.

New customers may select the Interstate Frame Relay Service Pricing Plan, provided the following requirements are met:

- .1 Customer must have fewer than 100 end-user locations service using the Interstate Frame Relay Service. Service may be configured using either the Interstate Frame Relay Service NNI Access Gateway, combined with a PBC or with a UNI Port combined with a PVC.
- .2 At least 70% of locations must be served through the Interstate Frame Relay Service NNI Access Gateway. No more than 30% of the locations may be served by the Interstate Frame Relay Service NNI Port Termination.
- .3 No access facility connected to a UNI Port may exceed 50 miles. For each access facility used, one port is required for access for Interstate Frame Relay Service, connected to the port.
- .4 Customer must certify that the services provided will be used for interstate service in accordance with the applicable FCC rules.

(C) Access for Interstate Frame Relay Service Pricing Plan.

New customers may select the Interstate Frame Relay Service Pricing Plan, provided the following requirements are met:

- .1 Customer must have fewer than 100 end-user locations service using the Interstate Frame Relay Service. Service may be configured using either the Interstate Frame Relay Service NNI Access Gateway, combined with a PBC or with a UNI Port combined with a PVC.
- .2 At least 50% of locations must be served through the Interstate Frame Relay
- .3 Service NNI Access Gateway. No more than 50% of the locations may be served by the Interstate Frame Relay Service UNI Port Termination.
- .4 No access facility connected to a UNI Port may exceed 50 miles. For each access facility used, one port is required for access for Interstate Frame Relay Service, connected to the port.
- .5 Customer must certify that the services provided will be used for interstate service in accordance with the applicable FCC rules.

<sup>1</sup>This service is no longer available to new Customers or to existing Customers at new locations effective September 11, 2002.

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5.1 Domestic Frame Relay Service (continued)<sup>1</sup>

5.1.3 Permanent Virtual Circuits

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

5.1.4 Basic Features

- (A) Customers predefine the locations/lines authorized to exchange data. The Company uses this information to assign and administer the DLCIs and PVCs.
- (B) The CIR and Burst Rate will be negotiated with each Customer at the time the Customer subscribes to the Company's Service. These rates will be based on Port termination speeds and the number of PVCs per Port ordered by the Customer.

5.1.5 Application of Rates and Charges

- (A) Domestic Port Charges
  - .1 Non-recurring Charges

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

The MRCs apply per Port. The charges are determined based upon the Port speed. The monthly recurring rates may vary according to the length of term plan agreement.
- (B) Domestic Access Gateway (NNI)

The shared port Access Gateway is used by SBC in-region customers to gain access to the Company network. Charges are determined by the sum of all the PVC speeds required by the Customer for interLATA and interstate access and are based on the sum of the PVCs which must transverse the "gateway" between networks.
- (C) Domestic PVC Per Cumulative CIR

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

<sup>1</sup>This service is no longer available to new Customers or to existing Customers at new locations effective September 11, 2002.

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**SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES**

5.1 Domestic Frame Relay Service (continued)<sup>1</sup>

5.1.5 Application of Rates and Charges (continued)

(D) Domestic Volume Incentive Plan (VIP) Discount

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

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

5.1.6 Domestic Service Level Credits

- (A) The following table identifies the individual metrics and values for Frame Relay Service.

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

- (B) To obtain a service level credit, the Customer must report the service problem to the Company's Customer Care Department or other location designated by the Company. The following table identifies credits to be refunded to the Customer when the data metrics as specified above exceeds the specified values.

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

<sup>1</sup>This service is no longer available to new Customers or to existing Customers at new locations effective September 11, 2002.

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5.1 Domestic Frame Relay Service (continued)<sup>1</sup>

5.1.6 Domestic Service Level Credits (continued)

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

5.1.7 Quality Standards

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

5.1.8 Frame Relay to ATM Interworking (FRATM)

- (A) Frame Relay to ATM Interworking (FRATM) allows customers with existing Frame Relay networks, an easy migration to the ATM network, while maintaining existing Frame Relay locations. It also allows customers to have a cost effective network solution allowing the integration of many remote low speed sites to communicate with a larger service center ATM site, usually a data center.
- (B) Pricing of the Permanent Virtual Circuits (PVCs) between a Frame Relay location and an ATM location, will consist of current Frame Relay and ATM rates. PVC Committed Information Rate (CIR) between 4Kbps and 1024 Kbps will be priced using the Frame Relay rate table. For PVC CIR of 1 Mbps or greater will be priced as an ATM PVC ICB rate.

5.1.9 Availability

- (A) Effective January 1, 2003, Domestic Frame Relay Service offered in Section 5.1 of this Guidebook is limited to existing locations for existing Customers. After January 1, 2003, the Domestic Frame Relay Service offered in this Section 5.1 will no longer be available to new Customers and will not be available in new locations. Moves within the same building and the addition of PVCs, purchased from Section 5.1 of this Guidebook and assigned to existing locations, will be allowed until the Customer's term plan agreement expires. Any other changes to the Service arrangements provided under term plan agreements will require the Customer to convert to the PremierSERVSM Frame Relay Service offered in Section 5.2 of this Guidebook.
- (B) Existing Customers may purchase the PremierSERVSM Frame Relay Service offered in Section 5.2 in addition to their existing Domestic Frame Relay Service. After January 1, 2003, any changes to Service provided on a month-to-month basis, including but not limited to moves within the same building and the addition of PVCs, will require the Customer to convert to the PremierSERVSM Frame Relay Service offered in Section 5.2 of this Guidebook.

<sup>1</sup>This service is no longer available to new Customers or to existing Customers at new locations effective September 11, 2002.

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**SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES**

5.1 Domestic Frame Relay Service (continued)<sup>1</sup>

5.1.9 Availability (continued)

- (C) Effective December 5, 2004, Customers who purchased Domestic Frame Relay Service offered in this Section 5.1 of this Guidebook, under term plan agreements or ICBs prior to January 1, 2003, will no longer be able to make moves within the same building or purchase new Domestic Frame PVCs under the Domestic Frame Relay Service in Section 5.1.
- (D) Any changes in service, or service arrangement, including moves within the same building or the purchase of new PVCs, at existing locations, will require the Customer to convert to the PremierSERV<sup>SM</sup> Frame Relay Service offered in Section 5.2 of this Guidebook. Adds, moves and changes for all other current Customers with Domestic Frame Relay Service will be governed as stated above. Rates and charges under existing term plan agreements will remain the same.

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM)

**AVAILABILITY**

Effective January 14, 2011, PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) defined in Section 5.2, Section 6.2, Section 6.6, Section 6.7, and Section 7.8 through Section 7.10 of this Tariff will no longer be available to new Customers. Existing term plan Customers may add, move, remove or change lines and/or locations for the duration of their current term plan agreement. The Company will support one extension of an existing contract past its current term for twelve (12) months, provided the extension is signed on or before December 31, 2012. Existing customers who do not extend an existing contract will continue with this service on a month-to-month basis until December 31, 2014.

5.2.1 Description

- (A) PremierSERV<sup>SM</sup> Frame Relay (NFR) Service is a public, metropolitan and wide-area data service that provides high throughput and low delay. It utilizes advanced packet switching technology and highly reliable digital transmission facilities to provide the performance of leased lines and the flexibility and connectivity features of Local Area Networks (LANs) in an efficient, economical data delivery service.
- (B) PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (NATM) Service is a high-speed, packet switched transport service that combines disparate applications, from separate locations, using a common network access device and physical network connection. PremierSERV<sup>SM</sup> ATM Service can allow management of a single network that is easier and less expensive than managing multiple networks. PremierSERV<sup>SM</sup> ATM Service uses multiple connections over a single line and reduces the number of physical interfaces you need.
- (C) Company's PremierSERV<sup>SM</sup> Frame Relay and PremierSERV<sup>SM</sup> ATM products combine the local and long distance components of the SBCLD network. PremierSERV<sup>SM</sup> Frame Relay and PremierSERV<sup>SM</sup> ATM are available in all 50 states, Puerto Rico and U.S. Virgin Islands
- (D) Both Services, each comprised of three components, allow Customer-compatible applications and/or equipment to connect to the SBCLD network. The three components are Ports, Access and PVCs. Ports allow connectivity to the SBCLD network, the Access component is available with each port and PVCs provide a connection between two Ports on the network.

<sup>1</sup>This service is no longer available to new Customers or to existing Customers at new locations effective September 11, 2002.

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5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.1 Description (continued)

- (E) Multiple virtual connections can be established over a single digital transmission facility and single port. NFR uses PVCs while NATM uses two (2) different types of PVCs; Virtual Channel Connections (VCCs) which are individual point-to-point virtual connections carrying one application, and Virtual Path Connections (VPCs) – a collection of VCCs that are routed together as one unit end-to-end through the network. Each Port and Access can communicate with multiple destinations using multiple PVC types.
- (F) Access to PremierSERV<sup>SM</sup> Frame Relay and ATM Services can be made using one of the following methods provided by a Local Access Provider. For each access facility used, one port is required for access to the SBCLD network. For each port used, the speed selected must be equal to or greater than the CIR for each PVC/VCC/VPC connected to the port.
- (G) Access for National Interstate Frame Relay Service Pricing Plan (also known as Out of Region Pricing Plan). New customers may select the Interstate Frame Relay Service Pricing Plan, provided the following requirements are met:
  - .1 Customers must have fewer than 100 end-user locations service using the Interstate Frame Relay Service. Service may be configured using either the Interstate Frame Relay Service NNI Access Gateway, combined with a PVC or with a UNI Port combined with a PVC.
  - .2 At least 50% of locations must be served through the PremierSERV<sup>SM</sup> Interstate Frame Relay Service DS0 or DS1 UNI in Zone A, or through the PremierSERV<sup>SM</sup> ATM Service DS1 UNI in Zone A, as identified in Section 6.2. DS0 UNI Ports are not available with NATM.
  - .3 No more than 50% of the locations may be served by the NFR or NATM Service in Zones B, C, D and E, as identified in Section 6.2.
  - .4 No access facility connected to a UNI Port may exceed 50 miles.
  - .5 For each access facility used, one port is required for access for NFR or NATM Service, connected to the port.
  - .6 Customers must certify that the services provided will be used for interstate service in accordance with the applicable FCC rules.
- (H) Reserved for future use.
- (I) ISDN Dial Backup Option (DBO)

ISDN Dial Backup Option (DBO) is a data communication alternative in the event of a failure of the NFR network. DBO provides an alternate means of data communication using the switched network when the NFR network is not available. DBO is available to customers that meet the following criteria:

  - .1 A minimum of 125 NFR UNI ports;
  - .2 A minimum of 6 Dedicated Access Lines,
  - .3 ISDN lines installed at each location where DBO will be provided; and
  - .4 Customer Provided Equipment that supports NFR and DBO. DBO is only available on an ICB basis.

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5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.2 Permanent Virtual Circuits (PVC)

- (A) A PVC is a logical path defined between two Port connections. Each PVC is assigned a CIR which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the Port and on the network. When this excess capacity exists, a data rate above the CIR may be achieved up to the Port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked by the network as being discard eligible (DE) in the event of network congestion and will be delivered only if bandwidth is available.
- (B) PVCs are duplex (two-way) unless otherwise noted. A Customer may purchase PVCs either within a LATA or InterLATA (those that cross LATA boundaries). At NFR Service subscription, the CIR must be specified for each PVC ordered. CIR is only used with FRS.
- (C) Peak Information Rate (PIR) and Sustained Information Rate (SIR) are terms used when referring to ATM VCC.VPC speeds. PIR applies to the CBR QoS and the UBR QoS and SIR applies to the VBRrt QoS and the VBRnrt QoS.
- (D) The PremierSERV<sup>SM</sup> Frame Relay service will offer two types of quality of service (QoS) PVCs:
  - .1 Standard - provides best-effort QoS over the network.
  - .2 Priority - offers a better than best-effort QoS with low delay for small, fixed length packets. Example: SNA traffic.
- (E) The PremierSERV<sup>SM</sup> ATM service offers four types of quality of service: (QoS) PVCs:
  - .1 Constant Bit Rate (CBR) - the highest priority traffic on the network. CBR is designed for applications that are real-time and delay-sensitive, like voice and video.
  - .2 Variable Bit Rate – real time (VBRrt), VBRrt supports traffic for applications where low cell deviation is required. Such applications could include packet voice and video that can tolerate some delay.
  - .3 Variable Bit Rate – non real time (VBRnrt), VBRnrt is designed for bursty traffic like e-mail, file transfer, and LAN to LAN traffic.
  - .4 Unspecified Bit Rate (UBR). UBR is a “best effort” class of service for non-critical, delay-tolerant applications.



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5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.2 Permanent Virtual Circuits (PVC) (continued)

- (F) The NFR and NATM offers two backup options:
- .1 Alternate Routing (always-on)
  - .2 Disaster Recovery (typically to a 3rd party) PVCs in the event of an outage at the Customer's primary location. The disaster recovery or alternate routing site must also be served by an active Frame Relay or ATM Port and Access. A Disaster Recovery PVC is set to a disabled mode until the Customer requests its activation due to a disaster occurrence. The Customer must contact Company to again disable the PVC upon restoration of the primary location.
  - .3 Disaster Recovery Testing: Customers with Disaster Recovery connections can receive up to two tests at no extra charge. If a customer requests that a Disaster Recovery connection be tested more than twice, then each additional test will be billed to the customer using the After Hours Labor Charges as set forth in Section 7.8 of this Guidebook.
- (G) The PremierSERV<sup>SM</sup> ATM Service offers a Frame Relay to ATM interconnection for Customers that have a combination of both network topologies. A FRATM VCC connection is required between the Frame and ATM ports. A FRATM VCC is available as VBRnrt QoS or VBRrt QoS (Priority FRATM).
- (H) PremierSERV<sup>SM</sup> Multilink Frame Relay and PremierSERV<sup>SM</sup> ATM IMA Port and Access provides multiplexing of a Frame Relay or ATM data stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. Multilink Frame Relay and ATM IMA Port and Access are both based upon the standards defining UNI signaling protocol.

5.2.3 Basic Features

- (A) Customers predefine the PVCs and their destinations. The Company uses this information to assign and administer the PVCs. CIR is only used with FRS. Peak Information Rate (PIR) and Sustained Information Rate (SIR) are terms used when referring to ATM VCC/VPC speeds. PIR applies to the CBR QoS and the UBR QoS and SIR applies to the VBRrt QoS and the VBRnrt QoS.
- (B) The CIR will be negotiated with each Customer at the time the Customer subscribes to the Company's Service. These rates will be based upon the CIR value of each PVC ordered by the Customer.

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5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges

(A) Non-recurring Charges

A non-recurring charge will be addressed for installation, change and/or expedited Service order for ports that are purchased with or without access.

(B) MRCs

.1 UNI Port Only and Port and Access

The MRCs are applied per UNI Port based upon the port speed. If access is purchased in conjunction with the port, then the MRCs will include the price of the access link. Access link pricing is based on price range from the Local Access Provider. The monthly recurring rates may vary according to the length of term plan agreement.

.2 PVC

The MRC is applied based on the PVC type, QoS, and data transmission rate.

(C) Volume Incentive Plan (VIP) Discount for PremierSERV<sup>SM</sup> products

.1 Customers subscribing to any of the Company's PremierSERV<sup>SM</sup> Frame Relay or ATM Services will automatically receive a volume discount per master account number for all NFR and NATM Service(s) associated with the Customer's master account number.

.2 This discount will be based on the Customer's total monthly billed I NFR and/or NATM Service revenue (intrastate and interstate) for MRCs only. This discount will be applied after any other discount(s). The discount will appear on the bill in the month in which the discount was earned. Tax credits related to the VIP Discount may not be fully applied until the following month's bill cycle. The applicable discounts are as follows:

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

(D) No Term or 0 Term Rates - Rates upon expiration of Term Plan Agreements or other contracts revert to the No-Term rates as described in Section 6 of this Guidebook.

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5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(E) PremierSERV<sup>SM</sup> Advantage Plan

The PremierSERV<sup>SM</sup> AdVantage Plan is available on or after February 17, 2003, to Customers who sign a two or three year term plan agreement. The Plan includes:

- .1 from SBC LONG DISTANCE:  
PremierSERV<sup>SM</sup> Frame Relay Service as described in this Guidebook, and
- .2 from SBC DataComm:
  - .a ADTRAN NetVanta router (available at 56/64K, fractional or full T1 speeds); (b) Project Coordination tagging; (c) Onsite Installation of SBC DataComm equipment; (d) Onsite Parts Replacement and; (e) Carrier Coordination

(F) PremierSERV<sup>SM</sup> AdVantage Plus Plan

- .1 The PremierSERV<sup>SM</sup> AdVantage Plus Plan includes all of the elements of the AdVantage Plan and: (a) ADTRAN NetVanta Analog Dial backup module and; (b) PremierSERV<sup>SM</sup> Network Management.
- .2 This Guidebook and the terms, conditions and rates herein, apply only to the PremierSERV<sup>SM</sup> Frame Relay Service portion of this service. During the period from February 17, 2003 to May 31, 2004, Customers who purchase either the AdVantage or AdVantage Plus Plans will receive UNI Port, access and one (1) standard PVC at the speed defined below. UNI Port, access and the 1st PVC will be priced using the standard rates as defined in this Guidebook.

<b>UNI Port Speed</b>	<b>CIR Speeds for 1st Standard PVC</b>
56K	16K
64K	16K
128K	32K
256K	64K
384K	128K
512K	128K
768K	192K
1.5M	384K

- .3 Additional Standard PVCs:
  - .a A twenty percent (20%) discount is available for additional Standard Quality of Service PVCs with currently available CIR speeds set at Customer's discretion only when purchased at the same time as the PremierSERV<sup>SM</sup> AdVantage and PremierSERV<sup>SM</sup> AdVantage Plus Plans.

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5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(F) PremierSERV<sup>SM</sup> AdVantage Plus Plan (continued)

.3 (continued)

- .b Subsequent PVC orders are not eligible for the discount. Any additional Standard PVC purchased under these Plans must terminate on the UNI Port that is purchased under the Plan(s). Note if the Customer selects another type of PVC, that PVC will not be discounted. Customers can choose any CIR speed from the table below in accordance with existing over-subscription limitations:

CIR Speeds for Additional Standard PVCs	CIR Speeds for Additional Standard PVCs
8K	448K
16K	512K
32K	576K
48K	640K
56K	704K
64K	768K
128K	832K
192K	896K
256K	960K
320K	1024K
384K	1536K

- .c VIP discounts will be applied to access, ports, and PVCs after any other applicable discounts have already been applied. The Company reserves the right to charge customers for any discounts received as a result of the above mentioned packages if the Customer ends their term plan agreement prior to its expiration.
- .d Any discounts received as a result of the above mentioned Plans only apply through the duration of the original two (2) or three (3) year term plan agreement. Upon expiration of that term plan pricing will revert to the standard rates that are in place at the time of termination.
- .e After May 31, 2004, Customers who purchase either the AdVantage or AdVantage Plus Plans, including Frame Relay with a UNI Port, access and at least one (1) standard PVC from the remote location to the host location, may apply discount rates using a valid Frame Relay Price Plan or promotion as set forth in this Guidebook.
- f. The SBC DataComm components provided are; (a) PremierSERV<sup>SM</sup> AdVantage Plan ADTRAN NetVanta router (available at 56/64K, fractional or full T1 speeds) with Analog Dial backup module (branded as SBC NV 3202); (b) Project Coordination; (c) Staging; (d) Onsite Installation of SBC DataComm equipment; (e) Onsite Parts Replacement and; (f) Carrier Coordination.
- g. The PremierSERV<sup>SM</sup> AdVantage Plus Plan includes all of the elements of the AdVantage Plan and PremierSERV<sup>SM</sup> Network Management

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5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(G) Rock My Relay Price Plan

- .1 This price plan is available to Customers purchasing PremierSERV<sup>SM</sup> Frame Relay Service between May 19, 2003 and September 30, 2003. The Rock My Relay Price Plan has been extended to December 31, 2003. To qualify for the Rock My Relay Price Plan, Customers must:
  - .a Purchase or Migrate to PremierSERV<sup>SM</sup> Frame Relay Service, by either Purchasing new PremierSERV<sup>SM</sup> Frame Relay Service, or Migrating from month to month SBC Domestic Frame Relay Service pricing and sign up for Service under a Term Plan Agreement of at least one year in length, or;
  - .b Have existing Frame Relay Service on a Term Plan Agreement that will expire in 90 days or less. For these Term Plan Agreements early termination charges will be waived.
  - .c sign a new 1, 2, 3 or 5 year Term Plan Agreement.
  - .d certify that they are purchasing or have interstate Frame Relay Service, as defined by the applicable FCC rules.
  - .e purchase bundled port and access and have no less than 3 and no more than 500 sites, total, existing and new frame network sites combined.
- .2 NRCs, associated with Rock My Relay ports, access, and PVCs, are waived under this offering. NRCs will also be waived for existing customers that upgrade their service to a higher bandwidth level. Local PVC CIR must be 100% of port speed. Longhaul PVC CIR must be 25% of port speed.
- .3 Only PremierSERV<sup>SM</sup> Frame Relay Service UNI ports from 56K to 1.536M in speed are eligible to receive this discount. Only standard PremierSERV<sup>SM</sup> Frame Relay Service PVCs with standard QoS are eligible to receive this discount. SBCLD VIP discounts still apply to Customers who meet the guidelines set forth above.
- .4 During the time of this Price Plan, additional PVCs may be purchased at a 20% discount, when requested with the initial order. Additional PVCs must either be standard PremierSERV<sup>SM</sup> Frame Relay PVCs with standard QoS or standard FRATM VCCs. FRATM VCCs can be used as a Customer's Rock My Relay 1, Rock My Relay 2, and/or an additional PVC. In any such case, no more than the 20% discount shall apply.
- .5 Under this offering, locations that would otherwise only qualify for standard Zone B, C, D, or E pricing, will now also receive the discounted Rock My Relay 1 or Rock My Relay 2 Zone A rate. Zone O locations will continue to be priced as they are currently.
- .6 All contracts must be signed by December 31, 2003. All orders must be submitted by January 10, 2004 to qualify for the Rock My Relay Pricing Plan

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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(G) Rock My Relay Price Plan (continued)

.7 Pricing Plans

.a Rock My Relay Pricing Plan 1

Customers meeting the requirements set forth above and who have 80% to 100% of new and existing Frame Relay locations located within SBC's franchise territory, and served by SBC, will qualify for a 25% discount on one port, one access link and one PVC per site. If Customer chooses to use a FRATM VCC as the discount site PVC, the FRATM VCC discount will be limited to 20%.

.b Rock My Relay Pricing Plan 2

Customers meeting the requirements set forth in above and who have 60% to 79% of new and existing Frame Relay locations within SBC's franchise territory, and served by SBC, will qualify for a 17% discount on one port, one access link and one PVC per site. If Customer chooses to use a FRATM VCC as the discount site PVC, the FRATM VCC discount will be limited to 20%.

(H) Special Construction Charges

Special Construction will be provided or arranged where requested, at a separate cost and in accordance with the terms and conditions of the applicable tariff or pricing schedule of the local exchange carrier in the applicable service area.

(I) Runaway Frame Price Plan

.1 The Runaway Frame Price Plan is available to Customers purchasing PremierSERV<sup>SM</sup> Frame Relay Service between January 5, 2004 and May 29, 2005. To qualify for the Runaway Frame Price Plan, Customers must:

.a Purchase or migrate to PremierSERV<sup>SM</sup> Frame Relay Service, by either:

.i Purchasing new PremierSERV<sup>SM</sup> Frame Relay Service; or pricing and sign up for Service under a Term Plan Agreement of at least two years in length; or

.ii Have existing PremierSERV<sup>SM</sup> Frame Relay Service with SBC Long Distance on a Term Plan Agreement that will expire in 90 days or less. Early termination charges which apply to those Term Plan Agreements will be waived for Customers that sign up for the Runaway Frame Pricing Plan.

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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(I) Runaway Frame Price Plan (continued)

.1 (continued)

- b. sign a new 2, 3, or 5 year Term Plan Agreement.
- c. certify that are purchasing or have interstate PremierSERV<sup>SM</sup> Frame Relay Service, as defined by the applicable FCC rules.
- d. Have a minimum of 3 circuits not exceeding 500 circuits eligible for the plan.

.2 Existing term plan agreement customers who wish to upgrade their service to a higher bandwidth may be eligible for the Runaway Frame price plan if their existing service has been in place for at least one year. All other requirements of the offer must be met in order for price plan to apply

.3 Customers meeting the above requirements and who have at least 60% of new and existing Frame Relay locations situated within SBC's franchise territory will qualify for a 20% discount on each port, access link and PVC per site. Both port and access are needed in order for a customer location to be considered eligible to receive the Runaway Frame discount (with the exception of NNI ports, which can still be eligible when ordered as port only).

.4 Additional Rules:

NRCs associated with Runaway Frame Relay ports, access, and PVCs, are waived under this offering. NRCs will also be waived for existing customers that upgrade their service to a higher bandwidth level.  
Only PremierSERV<sup>SM</sup> Frame Relay Service UNI ports from 56K to 1.536M in speed, and 1.536M NNI ports, are eligible to receive this discount.  
Only standard PremierSERV<sup>SM</sup> Frame Relay Service PVCs with standard QoS, and standard FRATM VCCs, are eligible to receive this discount.  
SBC Long Distance VIP discounts will apply to Customers who meet the guidelines for this Runaway Price Plan.

.5 Access

Under this offering, locations that would otherwise qualify for only standard Zone B, C, D, or E pricing, will now also receive the discounted Runaway Frame Zone A rate. Zone O locations will continue at the current rates.

.6 Order Deadlines

All contracts must be signed by May 29, 2005. All orders must be submitted by June 17, 2005.

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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(J) Try Before You Buy Price Plan.

- .1 The Try Before You Buy Price Plan is available to Customers purchasing PremierSERV<sup>SM</sup> Frame Relay Service between January 5, 2004 and April 2, 2004. The Try Before You Buy Price Plan is extended to June 30, 2004. To qualify for the Try Before You Buy Price Plan, Customers must:
  - .a Purchase PremierSERV<sup>SM</sup> “Essential” or “Complete” Network Management Service from SBC DataComm; and
  - .b Purchase new or have existing PremierSERV<sup>SM</sup> Frame Relay Service; or
  - .c Transition from month to month SBC Domestic Frame Relay Service pricing and sign a Term Plan Agreement for PremierSERV<sup>SM</sup> Frame Relay Service of at least two years in length;
  - .d Sign a new 2, 3 or 5 year Term Plan Agreement;
  - .e Certify that they are purchasing or currently have SBC Long Distance interstate PremierSERV<sup>SM</sup> Frame Relay Service;
  - .f Provision one (1) Standard PremierSERV<sup>SM</sup> Frame Relay Network Management PVC or connect to SBC network via VPN for in-band management access to all managed devices.
- .2 Customers meeting the requirements above will qualify for a 100% discount off the MRC for the first three (3) months of Service on one (1) Standard Frame Relay Network Management PVC per customer network.
- .3 Customer may cancel this service at any time during the three (3) month trial period with no further obligation and no term liability will be assessed. Discounted PVCs must either originate or terminate at NPA/NXX 214-820 (Dallas Data Center) or NPA/NXX 925-479 (Dublin Data Center).
- .4 Additional Rules
  - .a NRCs associated with Try Before You Buy PVCs, are waived under this offering. NRCs will also be waived for existing Customers that upgrade their PVC to a higher bandwidth level.
  - .b Only standard PremierSERV<sup>SM</sup> Frame Relay Service PVCs with CIR values between 32K and 1.536M and Standard QoS are eligible to receive this discount.
  - .c This offer is limited to one PVC per Customer network. No VIP discounts will be applied to Try Before You Buy PVCs during the ninety (90) day period when the PVC MRC is being waived. After the ninety (90) day waiver period has expired, if the customer retains the PVC, then VIP discounts would apply in conjunction with the rules that govern the VIP discount plan (see section 5.2.4.C of this Guidebook.)



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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(J) Try Before You Buy Price Plan. (continued)

.5 Order Deadlines

All contracts must be signed by April 2, 2004. All orders must be submitted by April 19, 2004 to qualify for the Try Before You Buy Price Plan. Under the extended, June 30, 2004, date, all contracts must be signed by June 30, 2004. All orders must be submitted by July 16, 2004.

(K) Essential Frame Price Plan

.1 The Essential Frame Price Plan is available to Customers purchasing PremierSERV<sup>SM</sup> Frame Relay Service between July 1, 2004 and May 29, 2005. To qualify for the Essential Frame Price Plan, Customers must:

- .a Purchase or migrate to PremierSERV<sup>SM</sup> Frame Relay Service, by either:
  - .i Purchasing new PremierSERV<sup>SM</sup> Frame Relay Service; or
  - .ii Transferring from month to month SBCLD Domestic Frame Relay Service pricing and sign up for PremierSERV<sup>SM</sup> Service under a Term Plan Agreement of at least two years in length; or
  - .iii Have existing PremierSERV<sup>SM</sup> Frame Relay Service with SBC Long Distance on a Term Plan Agreement that will expire in 90 days or less. Early termination charges which apply to those Term Plan Agreements will be waived for Customers that sign up for the Essential Frame Pricing Plan.
- .b Sign a new 2, 3, or 5 year Term Plan Agreement.
- .c Certify that they are purchasing or currently have interstate PremierSERV<sup>SM</sup> Frame Relay Service, as defined by the applicable FCC rules.
- .d Have or purchase a minimum of three (3) circuits, maximum of five-hundred (500) circuits can be eligible for this price plan; and
- .e Purchase PremierSERV<sup>SM</sup> Essential Managed Services from SBC DataComm OR a High Volume Calling Plan (HVCP II or HVCP II + MAC) from the Company in addition to the Frame Relay Service.
- .f These services must have the same term period as the PremierSERV<sup>SM</sup> Frame Relay, except HVCPII and HVCPII+ which have a maximum term period of 3 years.

HVCP II or HVCP II + MAC must be greater than or equal to 50% of the annualized MRC for the Frame Relay Service. For example, a customer with \$10,000 in monthly Frame Relay Service charges must sign an HVCP with a \$60,000+ Minimum Annual Commitment (MAC).

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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(K) Essential Frame Price Plan (continued)

.1 (continued)

.g Existing term plan agreement customers who wish to upgrade their service to a higher bandwidth may be eligible for the Essential Frame price plan if their existing service has been in place for at least one year. All other requirements of the offer must be met in order for price plan to apply.

.2 Customers meeting the requirements set forth above and who have at least 60% of new and existing Frame Relay locations situated within SBC's franchise territory will qualify for a 22% discount on each port, access link and PVC per site. Both port and access are needed in order for a customer location to be considered eligible to receive the Essential Frame discount.

.3 Additional Rules

.a NRCs associated with Essential Frame ports, access, and PVCs, are waived under this offering. NRCs will also be waived for existing customers that upgrade their service to a higher bandwidth level. Only PremierSERV<sup>SM</sup> Frame Relay Service UNI ports from 56K to 1.536M in speed are eligible to receive this discount.

.b Only standard PremierSERV<sup>SM</sup> Frame Relay Service PVCs with Standard QoS, and Standard FRATM VCCs, are eligible to receive this discount. Company VIP discounts may also apply to Customers who meet the guidelines for this Essential Frame Price Plan. VIP discounts are applied after Essential Frame discounts.

.4 Access

Under this offering, locations that would otherwise qualify for only standard Zone B, C, D, or E pricing, will now also receive the discounted Runaway Frame Zone A rate. Zone O locations will continue to be priced at the current rates.

.5 Order Deadlines

All contracts must be signed by May 29, 2005. All orders must be submitted by June 17, 2005 to qualify for the Essential Frame Pricing Plan.

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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(L) Switch It Up Price Plan

.1 The Switch It Up Price Plan is available to Customers purchasing PremierSERV<sup>SM</sup> Frame Relay Service and/or PremierSERV<sup>SM</sup> ATM Service (the PremierSERV<sup>SM</sup> Services) between May 31, 2005 and December 1, 2005. To qualify for the Switch It Up Price Plan, Customers must:

- .a Purchase or migrate to one of the PremierSERV<sup>SM</sup> Services by:
  - .i Purchasing new PremierSERV<sup>SM</sup> Services or
  - .ii Transferring from month to month SBC Domestic FRS or ATM pricing and signing up for Service under a Term Plan Agreement with at least a two year term; or
  - .iii Being a current Customer of one or both PremierSERV<sup>SM</sup> Services with Company on a Term Plan Agreement that will expire in 90 days or less and signing up for renewal PremierSERV<sup>SM</sup> Services under a Term Plan Agreement with at least a two year term. Early termination charges which apply to those expiring Term Plan Agreements will be waived for Customers that sign up for the Switch It Up Pricing Plan.
  - .iv Sign a new 2, 3, or 5 year Term Plan Agreement.
  - .v PremierSERV<sup>SM</sup> Service, as defined by the applicable FCC rules.
  - .vi Have a minimum of three (3) circuits to a maximum of five-hundred (500) circuits to be eligible for this price plan.
  - .vii Existing term plan agreement Customers who wish to upgrade their service to a higher bandwidth may be eligible for the Switch It Up price plan if their existing service has been in place for at least one year. All other requirements of the offer must be met in order for price plan to apply

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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(L) Switch It Up Price Plan (continued)

.2 Thirty Percent (30%) Discount on Frame Relay and ATM Port, Access, PVC Ports:

.a Ports

.i Customers meeting the requirements set forth in Section L.1 above and who have at least 60% of new and existing Frame Relay and ATM locations situated within SBC's franchise territory or within the franchise area and Zone A for Company's affiliated CLEC, will qualify for a 30% discount on each Frame Relay UNI port, provided it is equal to or greater than 512Kbps up to Multilink 4XDS1 (6.093Mbps) and DS3 and ATM UNI ports DS1 up to IMA 4XDS1 (6.093Mbps) and DS3.

.ii Both port and access are needed in order for a customer location to be considered eligible to receive the Switch It Up discount. Multilink Frame Relay and IMA ports less than or equal to 4XDS1 and DS3 ports associated with Access Links outside of SBCLD's Zone A, as set forth in this Guidebook, will still be eligible for discount.

.b Access

Frame Relay and ATM Access Links between 512Kbps and DS1 all Zones, Zone A, as defined in this Guidebook, Access links for Multilink and IMA up to 4XDS1 and DS3.

.c PVCs/VCCs/ VPCs

Frame Relay Standard PVCs with CIR equal to or greater than 128Kbps. ATM Standard VCCs and VPCs must have CIR equal to or greater than 384Kbps and QoS of VBR-rt or VBR-nrt. Also includes Standard FRATM VCCs and VPCs.

.3 Twenty Percent (20%) Discount on Frame Relay Port, Access, PVC

.a Customers meeting the requirements set forth in Section L.1 above and who have at least 60% of new and existing Frame Relay and ATM locations situated within SBC's franchise territory or Zone A for Company's affiliated CLEC, will qualify for a 20% discount on each FRS UNI port and access that is less than or equal to 384Kbps and Frame Relay PVC with CIR equal to 16Kbps and less than or equal to 64Kbps.

.b Both port and access are needed in order for a customer location to be considered eligible to receive the Switch It Up discount

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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(L) Switch It Up Price Plan (continued)

.3 Twenty Percent (20%) Discount on Frame Relay Port, Access, PVC (continued)

.c Additional Rules:

- .i NRCs associated with Switch It Up ports, access, and PVCs, are waived under this offering. NRCs will also be waived for existing customers that upgrade their service to a higher bandwidth level. Only PremierSERV<sup>SM</sup> FRS UNI ports from 56K to Multilink 4XDS1 and DS3 and ATM DS1- IMA 4XDS1 and DS3 in speed, are eligible to receive this discount.
- .ii Only standard PremierSERV<sup>SM</sup> FRS PVCs with standard QoS and Standard ATM VCCs, with QoS VBR-nrt or VBR-rt and standard FRATM VCCs are eligible to receive this discount. SBC Long Distance VIP discounts will apply to Customers who meet the guidelines for this Switch It Up Price Plan.

.d Order Deadlines

All contracts must be signed by December 1, 2005. All orders must be installed and accepted by January 23, 2006 to qualify for the Switch It Up Pricing Plan.

.e CPE One Time Credit

- .i Customer may earn up to \$500 credit for the purchase of CPE or components from SBC DataComm.
- .ii To qualify for this one time credit the purchase of the CPE or components (including, but not limited to: routers, memory, WAN cards or software) must be a consequence of upgrading from a lower speed Frame Relay Service to or purchasing Multilink Frame Relay Service under this Switch It Up plan and is not available with any other Company product or promotion. This will appear on the Customer bill as: Contract 1X Credit.

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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges (continued)

(M) SBCLD Super 6 Frame Relay and ATM Price Plan

- .1 The sign-up period for the SBCLD Super 6 PremierSERV<sup>SM</sup> Frame Relay and PremierSERV<sup>SM</sup> ATM Price Plan is January 9, 2006 through March 31, 2006. All contracts must be signed by March 31, 2006. WOT orders must be submitted and accepted no later than April 15, 2006. Customer requested due date must be no later than May 31, 2006. This plan is available to Business Customers who purchase SBCLD PremierSERV<sup>SM</sup> Frame Relay or PremierSERV<sup>SM</sup> ATM UNI Ports during the promotion period.
- .2 Business Customers participating in this promotion will receive a waiver of a single month's MRC (MRC) every (six) 6 months for the life of the contract on newly purchased SBCLD PremierSERV<sup>SM</sup> Frame Relay or PremierSERV<sup>SM</sup> ATM UNI Ports.
- .3 This waiver is available for new SBCLD Frame Relay UNI Ports between 384Kbps up to DS1, and DS3 and SBCLD ATM UNI Ports between DS1 and 4xDS1, IMA, and DS3. To qualify, Business Customer must sign a new one (1), two (2) or three (3) year term plan agreement for new UNI Ports. The discount will apply for the length of the term plan signed by Customer.
- .4 A maximum of 50 Ports per customer are eligible for this plan. The MRC waiver applies to UNI Ports only and does not include access or PVC charges. The waiver does not apply to UNI Ports purchased prior to or after the promotion sign-up period set forth above.

(N) In It For the Long Haul Price Plan

The sign-up period for the In It for the Long Haul Frame and Relay ATM price plan is April 1, 2006 through September 30, 2006. All contracts must be signed by September 30, 2006. WOT orders must be submitted and accepted no later than October 26, 2006. Customer requested due date must be no later than November 30, 2006. This plan is available to Business Customers who purchase or upgrade their PremierSERV<sup>SM</sup> Frame Relay or PremierSERV<sup>SM</sup> ATM PVCs from SBC Long Distance, now AT&T Long Distance during the price plan period. Business Customers participating in this plan will receive a waiver of a single month's monthly recurring charge (MRC) and the non-recurring charges on newly purchased PremierSERV<sup>SM</sup> Frame Relay or PremierSERV<sup>SM</sup> ATM PVCs.

This waiver is available for new and upgraded AT&T Long Distance PremierSERV<sup>SM</sup> Frame Relay PVCs and AT&T Long Distance PremierSERV<sup>SM</sup> ATM PVCs. The MRC waiver applies to PVCs only and does not include access or PVC charges. The waiver does not apply to PVCs purchased or upgraded prior to or after the promotion sign-up period set forth above.

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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLA)

(A) The following table identifies the individual metrics and values for Standard SLA for PremierSERV<sup>SM</sup> Frame Relay.

Metric	Value
Standard Network Availability	99.99% average for any given calendar month. Calculated as the percentage of time that the Frame Relay PVCs and/or ATM VPC/VCCs are capable of accepting and delivering Customer data from Network Interface to Network Interface, including Local Access, for the total time in the measurement period, which shall be a any given calendar month.
Standard Time to Repair (TTR)	Within 4 hours per occurrence; 8 hours if technician dispatch is required
Standard Cell/Frame Delivery Ratio	99.99% monthly average per Frame Relay PVC or ATM CBR, VBRnrt, VBRrt VPC/VCC or FRATM VCC. Calculated as the percentage of Frames or Cells offered (ingress) to the network that successfully egress the network from ingress port to egress port, within the Committed Information Rate (CIR) or Sustained Information Rate (SIR), for the total time in the measurement period, which shall be in any given calendar month.
Standard Time to Provision (TTP)	Due date shown on the Firm Order Confirmation (FOC)
Standard Network Latency	All in-region, local Frame Relay PVCs and local ATM FRATM, VBRrt, and VBRnrt VPC/VCCs are guaranteed from ingress to egress port, for 100 milliseconds roundtrip average per VPC/VCC/PVC for the total time in the measurement period, which shall be any given calendar month. All in region, local ATM CBR VPC/VCCs are guaranteed from ingress to egress port, for 100 milliseconds round trip average per VPC/VCC/PVC for the total time in the measurement period, which shall be any given calendar month. All long haul and out of region local Frame Relay PVCs and all long haul and out of region ATM CBR, VBRrt, VBRnrt, VPC/VCCs, and FRATM VCCs are guaranteed from ingress to egress port, for 100 milliseconds round trip average per VPC/VCC/PVC for the total time in the measurement period, which shall be any given calendar month.

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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLA) (continued)

(B) Standard SLA Terms and Conditions:

- .1 Customer is responsible for notifying Company and requesting a Standard SLA credit when a specific Standard SLA is below the guaranteed level as specified above.
- .2 Customer must request a Standard SLA credit within 45 calendar days from the end of the calendar month when the Standard SLA failure occurred or the date of occurrence for TTR or TTP failure.
- .3 Company has 30 calendar days to restore Standard Latency and Cell/Frame Delivery Rate to within the SLA committed level before the Customer is eligible for a credit. If Company restores the Service within the SLA committed level during the 30-day calendar period, the Customer will not be entitled to a credit.
- .4 Standard Latency & Cell/Frame Delivery Ratio are measured edge-to-edge (ingress and egress port) as an average per PVC/VPC/VCC over a calendar month period.
- .5 Standard TTR and TTP are measured on a per occurrence basis.
- .6 Standard Network Availability is measured as follows:
- .7 If Customer's entire network consists of Port and Access provided by Company at all Customer locations, then Network Availability is based on PVC/VPC/VCCs measured from Network Interface to Network Interface.
- .8 If Customer purchased Port only from Company, then Network Availability is based on PVC/VPC/VCCs measured from ingress to switch Port to egress switch Port.
- .9 Standard Network Availability, Latency, Cell/Frame Delivery Ratio credit claims require trouble tickets to be opened during the calendar month of failure.
- .10 Network Availability and TTR outage time are calculated only on the basis of trouble tickets reported by Customer.
- .11 Company guarantees its Standard Service Level Agreements (SLAs) for PremierSERV<sup>SM</sup> Frame Relay based on a reference packet size. The recommended Frame Relay octet (byte) count is 128 octets per frame. The Customer Premises Equipment (CPE) controls the setting.
- .12 The total amount of the Service credit Customer receives for any Port or PVC for any month shall not exceed 100% of the MRC associated with the Port or PVC/VPC/VCCs.



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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLA) (continued)

(C) The following table identifies credits to be refunded to the Customer when the data metrics as specified above exceed the specified values.

<b>Data Metric Exceeding Specified Value</b>	<b>Credit for that Portion of the Network Not in Compliance</b>
Standard Network Availability	Upon verification by the Company that the actual monthly average network availability was below the committed level, the Customer will be eligible to receive a service credit equal to 10% of the MRC for all affected ports and VPC/VCC/PVCs.
Standard Cell/Frame Delivery Ratio	Upon verification by the Company that the actual average monthly Cell/Frame Delivery Ratio for a VPC/VCC/PVC was less than the committed level, the Company has a 30 calendar day cure period to correct the problem. If after 30 calendar days the Standard Cell/Frame Delivery Ratio is still less than the committed level, the Customer can request a service credit equal to 50% of the MRC for the affected VPC/VCC/PVCs and ports.
Standard Latency	Upon verification by the Company that the actual average monthly delay for a VPC/VCC/PVC was greater than the committed level, then the Company has 30 calendar days to correct the problem. If after 30 calendar days the delay is still greater than the committed level, the Customer can request a service credit equal to 50% of the MRC for the affected VPC/VCC/PVCs and ports.
Standard Time To Provision (TTP)	Upon verification by the Company that the due date was missed, the Customer will be provided a service credit equal to 100% of the MRC for all affected ports and/or PVCs.
Standard Time To Repair (TTR)	Upon customer reporting and verification by the Company that the actual repair level was below the committed level, the Customer will be provided a service credit equal to 50% of the MRC those ports and/or PVCs.

(D) Except as specifically indicated below, the following will be excluded from any determination of Cell/Frame Delivery Ratio, Latency and Network Availability, Time to Repair and Time to Provision:

- .1 Force Majeure events.
- .2 Data lost during Company's scheduled maintenance window;
- .3 Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay PVCs or the Sustained Information Rate (SIR) for CBR, VBRrt, VBRnrt, VPC/VCCs or FRATM VCCs;
- .4 Failures attributed to facilities or equipment provided by another party or the Customer or inaccurate network specifications requested by Customer;
- .5 Access link failures; (except for Network Availability or Time to Repair.

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SECTION 5 – DESCRIPTION OF SPECIALIZED INTERSTATE COMMUNICATIONS SERVICES

5.2 PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLA) (continued)

(D) Except as specifically indicated below, the following will be excluded from any determination of Cell/Frame Delivery Ratio, Latency and Network Availability, Time to Repair and Time to Provision: (continued)

.6 Customer “no access” time as defined below:

- .a Customer not available
- .b Coordinated Vendor meeting
- .c Abeyance on Customer request
- .d After hours testing because no Customer daytime release; or
- .e Tickets referred to another party.
- .f UBR Quality of Service and ATM Host Link Service are excluded from Standard .Latency and Cell/Frame Delivery Ratio guarantees
- .g Due Dates missed or rescheduled at Customer’s request.

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

5.2.6 Quality Standards

PremierSERV<sup>SM</sup> Frame Relay and PremierSERV<sup>SM</sup> ATM Service comply with both the ITU and ANSI standards.

5.2.7 PremierSERV<sup>SM</sup> Frame Relay to ATM Interworking (FRATM)

PremierSERV<sup>SM</sup> Frame Relay to ATM Interworking (FRATM) allows customers with existing Frame Relay networks, an easy migration to the ATM network, while maintaining existing Frame Relay locations. It also allows customers to have a cost effective network solution allowing the integration of many remote low speed sites to communicate with a larger service center ATM site, usually a data center. Pricing of the Permanent Virtual Circuits (PVCs) between a Frame Relay location and an ATM location, will be accomplished through the use of a FRATM VCC.

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- 5.3 Reserved for future use
- 5.4 Reserved for Future Use.
- 5.5 Other Specialized Communications Services
  - 5.5.1 Reserved for Future Use

(C)

(D)

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5.6 Out-of-Service Credits

5.6.1 General

- (A) Following the start of service date, if a Customer reports interruption of Service, the Customer may initiate a claim for an out-of-service credit. Tests, MTTR, and Automatic Error Correction may be eligible for out-of-service credits.
- (B) Unless the Customer has cancelled Service, the credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoration of the interruption of Service. If the Customer has cancelled Service, the credit will be applied to the last invoice. Any excess over the amount due will be refunded to the Customer.
- (C) In any given billing month, the total amount of out-of-service credits cannot exceed 100% of the applicable MRC(s) per affected Service.

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5.6 Out-of-Service Credits (continued)

5.6.2 Interruption of Service

- (A) An out-of-service credit allowance is available to a Customer for interrupted Service. Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer because of a failure in Company-Provided facilities, a failure in Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access, or if the protective controls applied by the Company result in the complete loss of Service by the Customer.
- (B) An interruption period starts when inoperative Service is reported to the Company and the Service are released to the Company or Company-designated Third Party Vendor for testing and repair. An interruption period ends when Service is operative and released to the Customer, and the Customer has accepted Service.
- (C) If the Customer cannot be contacted for notification that the Service is operative within four (4) hours after restoration of Service, then no claim applies once Service is restored. Regardless of the number of Service interruptions within a billing period, credits for interrupted Service will not exceed 100% of the monthly rates of the affected Service that the Customer would have otherwise paid.
- (D) An out-of-service credit will not be given to a Customer if the interruption in Service is due to the negligence of the Customer or exogenous factors (outside the control of the Company or Third Party Vendor).
- (E) In order to permit the Company to make tests and adjustments appropriate for the maintenance of services within satisfactory operating parameters, Specialized Communications Services provided herein shall be available to the Company at times mutually agreed upon between the Company and the Customer. Tests and adjustments shall be completed within a reasonable time. No out-of-service credit will be allowed for any interruptions involved during such tests and adjustments.
- (F) The allowance for the period of interruption per affected Service is defined in Section 5.6.3 of this Guidebook. Outages must be determined by the Company to be in Company-Provided facilities or Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access.

5.6.3 Credit Allowances

(A) Specialized Communications Services

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

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5.6 Out-of-Service Credits (continued)

5.6.3 Credit Allowances (continued)

(B) Miscellaneous Installation Service Credits

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

(C) Additional Labor Charge Credit

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

(D) Special Construction

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

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