ADOPTION NOTICE

(CT) **AT&T CORP.**

d/b/a AT&T ADVANCED SOLUTIONS

(CT) AT&T Corp., d/b/a AT&T Advanced Solutions, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities, or other instruments whatsoever filed with the Public Service Commission, State of Missouri, by SBC Advanced Solutions, Inc., d/b/a/ AT&T Advanced Solutions, and its predecessors prior to October 31, 2008. By this notice, AT&T Corp., d/b/a AT&T Advanced Solutions, also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which SBC Advanced Solutions, Inc., d/b/a/ AT&T Advanced
(CT) Solutions, and its predecessors have heretofore filed with said Commission.

(CT) AT&T Corp., d/b/a AT&T Advanced Solutions, hereby adopts this tariff.

(CT) By:
Carol Paulsen, Director-Regulatory
AT&T Corp.
1010 N. Saint Mary's, 13th Floor
San Antonio, Texas 78215

ADOPTION NOTICE

SBC ADVANCED SOLUTIONS, INC.

d/b/a AT&T ADVANCED SOLUTIONS

SBC Advanced Solutions, Inc. ("ASI) hereby files this "Adoption Notice" in order to inform the Missouri Public Service Commission (MPSC) that it registered the assumed name "AT&T Advanced Solutions" with the Missouri Secretary of State (Certificate No. X00698924) and herewith provides its Missouri P.S.C. Tariff Title Page No. 3 reflecting said changes.

This Adoption Notice also reflects the Director's change of address from 300 Convent, 19th Floor, San Antonio, Texas 78205 to the current address listed below.

No other changes, additions, or cancellations have been made to ASI's Missouri P.S.C. Tariff No. 3.

By:

John S. Habeeb – Director Regulatory
SBC Advanced Solutions, Inc.
1010 N. Saint Mary's, 13th Floor
San Antonio, Texas 78215

AT&T CORP.

d/b/a AT&T ADVANCED SOLUTIONS

Advanced Services are provided by means of wire, radio, fiber optics, satellite or any other suitable technology or combination thereof.

(CT) Effective September 30, 2011, PremierSERV℠ Asynchronous Transfer Mode (ATM) and PremierSERV℠ Frame Relay services defined in 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 non-expired contract past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013. Existing customers who do not extend an existing non-expired contract will continue with this service on a month-to-month basis until the service is discontinued on at least 30 days prior notice by the customer or by the
(CT) Company.

(CT) **AT&T CORP.**

d/b/a AT&T ADVANCED SOLUTIONS

Advanced Services are provided by means of wire, radio, fiber optics, satellite or any other suitable technology or combination thereof.

SBC ADVANCED SOLUTIONS, INC.

(AT) **d/b/a AT&T ADVANCED SOLUTIONS**

Advanced Services are provided by means of wire, radio, fiber optics, satellite or any other suitable technology or combination thereof.

By: John S. Habeeb – Director Regulatory
SBC Advanced Solutions, Inc.
1010 N. Saint Mary's, 13th Floor
San Antonio, Texas 78215

(CT)

Cancelled

February 24, 2006

Public Service Commission
MISSOURI

SBC ADVANCED SOLUTIONS, INC.

Advanced Services are provided by means of wire, radio, fiber optics, satellite or any other suitable technology or combination thereof.

By: John S. Habeeb – Director Regulatory
SBC Advanced Solutions, Inc.
300 Convent, 19th Floor
San Antonio, Texas 78205

FILED
MO PSC

ADVANCED SERVICES TARIFF

AT&T Corp. is waiving the application and enforcement of the following Commission rules and state statutes:

- Rule 3.550, sections (4) and (5)(A)
- Rule 32.060
- Rule 32.070
- Rule 32.080
- Rule 33.040, sections (1) through (3) and sections (5) through (10)
- Rule 33.045
- Rule 33.080, section (1)
- Rule 33.130, sections (1), (4) and (5)
- Section 392.210, subsection 2, RSMo.
- Section 392.240, subsection 1, RSMo.
- Section 392.270, RSMo.
- Section 392.280, RSMo.
- Section 392.290, RSMo.
- Section 392.300, RSMo.
- Section 392.310, RSMo.
- Section 392.320, RSMo.
- Section 392.330, RSMo.
- Section 392.340, RSMo.

RESERVED FOR FUTURE USE

By: John S. Habeeb – Director Regulatory
SBC Advanced Solutions, Inc.
300 Convent, 19th Floor
San Antonio, Texas 78205

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By: Richard T. Howell–Area Manager- Regulatory
SBC Advanced Solutions, Inc.
1010 N. Saint Mary's #1323
San Antonio, Texas 78215

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(RT)

By: John S. Habeeb – Director Regulatory
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300 Convent, 19th Floor
San Antonio, Texas 78205

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By: John S. Habeeb – Director Regulatory
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San Antonio, Texas 78205

TARIFF USER'S GUIDE

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

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By: John S. Habeeb – Director Regulatory
SBC Advanced Solutions, Inc.
300 Convent, 19th Floor
San Antonio, Texas 78205

CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

By:
John S. Habeeb – Director Regulatory
SBC Advanced Solutions, Inc.
300 Convent, 19th Floor
San Antonio, Texas 78205

EXPLANATION OF SYMBOLS

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

(AT)	-	Addition to Text
(C)	-	Correction
(CP)	-	Change in Practice
(CR)	-	Change in Rate
(CT)	-	Change in Text
(DR)	-	Discontinued rate
(FC)	-	Change in format lettering or numbering
(MT)	-	Moved text
(NR)	-	New rate
(RT)	-	Removal of text

By:
John S. Habeeb – Director Regulatory
SBC Advanced Solutions, Inc.
300 Convent, 19th Floor
San Antonio, Texas 78205

REFERENCE TO OTHER TARIFFS

No References to Other Tariffs

REFERENCE TO OTHER PUBLICATIONS

No References to Other Publications

By:

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

Service Marks

The following marks, to the extent any are used throughout this Tariff, are designated below

Service Marks used under license/permission from SBC Properties, L.P.

(RT)

PremierSERV℠

By: Richard T. Howell–Area Manager- Regulatory
SBC Advanced Solutions, Inc.
1010 N. Saint Mary's #1323
San Antonio, Texas 78215

Service Marks

The following marks, to the extent any are used throughout this Tariff, are designated below

Service Marks used under license/permission from SBC Properties, L.P.

SBC PremierSERV[SM]

John S. Habeeb - Director Regulatory
SBC Advanced Solutions, Inc.
1010 N. Saint Mary's, 13th Floor
San Antonio, Texas 78215

DEFINITION OF TERMS AND ABBREVIATIONS

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

CLEC – Competitive Local Exchange Carrier

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

COMPANY – SBC Advanced Solutions, Inc. or SBC-ASI.

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

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

END USER – An individual, association, corporation, government agency or entity that subscribes to the Service and does not resell the Service to others or use the Service as an input to provide an information Service to others.

ILEC – Incumbent Local Exchange Carrier

IXC – Interexchange Carrier

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

PERMANENT VIRTUAL CONNECTION – Software defined logical paths established between two or more points (point to point or point to multi-point). All cells, in all sessions between two end points, follow the same route. The PVC defines the logical path from the Customer's premises through Company's ATM network to the desired destination, typically another Customer premises location. The PVC is established with the Customer's desired bandwidth at the time the circuit is initially turned up for service, which will remain in place until the Customer decides to change the PVC path or bandwidth.

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

SECTION 1 - APPLICATION OF TARIFF

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

This Tariff is available for public inspection during normal business hours at the Missouri Public Service Commission located at 200 Madison St., Suite 100, Jefferson City, MO 65101.

SECTION 2 - REGULATIONS

2.1 Undertaking of Company

2.1.1 Service is furnished for intrastate advanced telecommunications Services originating or terminating at specified points within the state.

2.1.2 Company shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this Tariff.

2.1.3 Company may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines, facilities or network elements provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or Service.

2.1.4 Company will pass on and bill to Customer any charges it incurs (including any applicable recurring and nonrecurring charges, time and material charges, or special construction charges) from other Service providers, such as ILECs, IXCs and CLECs, necessary to complete provision or maintenance of a Service offered in this Tariff to Customer's designated premises. This does not include charges incurred by Company from other Service providers to provide Services to Customer on an expedited basis.

2.1.5 Company will pass on and bill to Customer any charges it incurs (including any applicable cancellation or termination charges) from other Service providers, such as ILECs, IXCs and CLECs, if Customer cancels an order prior to the Company committed Service date.

2.1.6 Services are provided 24 hours daily, seven days per week except as set forth in other sections of this Tariff.

2.1.7 Company shall be responsible for the installation, operation and maintenance of the Services under this Tariff.

2.1.8 Company reserves the right to test its Services for purposes including, but not limited to, the installation, operation and maintenance of the Services provided under this Tariff. Invasive testing may result in interruptions of Service.

2.1.9 Facilities utilized by Company to provide Service under the provisions of this Tariff shall remain the property of the Company.

2.1.10 Company does not warrant that its facilities and Services meet standards other than those set forth in this Tariff, specifically referenced industry standards or in network change notifications issued in compliance with applicable Rules and Regulations.

SECTION 2 – REGULATIONS (Continued)

2.2 Limitations of Service

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff. Service may not be available in some locations or in some areas.

2.2.2 Company reserves the right to discontinue furnishing Service, or to limit the use of the Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this Tariff or for nonpayment by Customer.

2.2.3 Customer may not transfer or assign the use of Service, except with the prior written consent of Company. All regulations and conditions contained in this Tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.

2.2.4 Customer may not use Services contained herein for any unlawful purpose, however, Company is in no way obligated to monitor or police such activity.

2.2.5 Company may require Customer to sign an application form furnished by Company and to establish credit as provided in this Tariff, as a condition precedent to the initial establishment of Service. Company's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions of this Tariff. Company may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer.

SECTION 2 – REGULATIONS (Continued)

2.3 Limitations of Liability

2.3.1 Company warrants that the Service will be installed and maintained in good working order and that the Service will perform substantially in accordance with the requirements of this Tariff.

2.3.2 Company's warranty does not cover repairs for damages caused by any negligence, gross negligence, or intentional acts or omissions of Customer, or its officers, agents or employees. Except as specifically provided for herein, Company expressly disclaims all other warranties with respect to the Service, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

2.3.3 Company's sole liability, whether in contract or in tort (including negligence, gross negligence or strict liability), for any failure, defect, error, loss, or omission in the provisioning of the Service ("Service Interruption") of any kind including, but not limited to, Service Interruption alleged to be caused by defective customer-owned or provided equipment or customer premises equipment ("Customer Equipment"), even if provided or installed by Company, is limited to refund of the proportionate charge for the period during which the Service was affected.

2.3.4 In no event will Company be liable to Customer, under any circumstances, for indirect, incidental, special or consequential damages of any kind whatsoever including, but not limited to, lost profits, lost revenue, failure to realize expected savings and loss of data, regardless of the form of action and whether or not such damages are foreseeable.

2.3.5 Company shall not be liable for unlawful use, or use by any unauthorized person, of its Service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Company.

2.3.6 Company shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by Company's facilities. Customer shall indemnify and hold harmless Company from any third-party claims asserting such liability.

2.3.7 Company shall not be liable for any damages Customer may incur as a result of the unauthorized use of the Services provided under this Tariff. Customer is responsible for controlling access to, and the use of, the Services provided by Company.

2.3.8 Company shall not be liable for temporary interruptions of Service that may occur as normal events in the provision of Service. Company has no control over third party networks accessed in the course of Customer's use of Service, therefore, Company shall not be liable for any delays and disruption caused by other network transmissions beyond Company's control.

SECTION 2 – REGULATIONS (Continued)

2.4 Force Majeure

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

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

2.5 Law Enforcement and Civil Process

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

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

SECTION 2 – REGULATIONS (Continued)

2.6 Provision of Services

2.6.1 Company will provide to the Customer the Services offered in this Tariff to the extent that such Services are or can be made available with reasonable effort. (RT)

2.6.2 The Services provided under this Tariff are provided over such routes and facilities as Company may elect. Requests for special facilities or routing of Service may require special construction charges. Special construction is required if 1) facilities or equipment are not available to meet an order for Service and Company or its vendors must construct facilities; 2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which Company would normally utilize in providing the requested Service; or 3) Customer requests construction be expedited resulting in added cost to Company. (AT)

Special construction charges will be developed based on estimated costs.

Written Customer approval and prepayment of all special construction charges must be provided to Company prior to start of construction. In the event the special construction charges are not acceptable to Customer and Customer refuses to pay those charges, Customer or Company can elect to terminate the request for service without penalty. (AT)

2.6.3 Company reserves the right to refuse Service if such special facilities or routing is deemed by Company to be detrimental to its economic, operational, security or other such interest. (MT) (MT) (MT)

2.7 Operation and Maintenance

2.7.1 Maintenance of Service

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

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

2.7.2 Availability of Testing

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

SECTION 2 – REGULATIONS (Continued)

2.6 Provision of Services

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

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

2.7 Operation and Maintenance

2.7.1 Maintenance of Service

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By: John S. Habeeb -- Director Regulatory
SBC Advanced Solutions, Inc.
300 Convent, 19th Floor
San Antonio, Texas 78205

SECTION 2 – REGULATIONS (Continued)

2.7 Operation and Maintenance (Continued)

2.7.3 Interference or Impairment

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

SECTION 2 – REGULATIONS (Continued)

2.8 Refusal and Discontinuance of Service

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

(RT)
(RT)

On thirty (30) calendar days written notice to the person designated by that Customer to receive such notices of noncompliance, Company may:

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

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

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

SECTION 2 – REGULATIONS (Continued)

2.8 Refusal and Discontinuance of Service

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

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

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

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

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

By:

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

SECTION 2 – REGULATIONS (Continued)

2.9 Use of Service

2.9.1 Assignment and Transfer of Facilities

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

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

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

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

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

SECTION 2 – REGULATIONS (Continued)

2.9 Use of Service (Continued)

2.9.2 Unlawful and Abusive Use

2.9.2.A The Services provided under this Tariff shall not be used for an unlawful purpose or used in an abusive manner. Abusive use includes:

2.9.2.A.1 The use of the Service by Customer, anonymously or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or,

2.9.2.A.2 The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more Customers.

2.9.2.B Company shall, upon written request from a Customer, another telecommunications company or lawful authority, terminate Service to any subscriber or Customer identified as having utilized Service provided under this Tariff in the completion of abusive or unlawful transmissions.

2.9.2.C In such instances when termination occurs, Company shall be indemnified, defended and held harmless by the Customer or any other telecommunications company or party against any claim, loss or damage arising from Company's actions in terminating such Service, unless caused by the negligence of Company.

SECTION 2 – REGULATIONS (Continued)

2.10 Obligations of Customer

2.10.1 Equipment, Space and Power

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

2.10.2 References to Company

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

2.10.3 Damages

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

2.10.4 Claims and Demands for Damages

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

SECTION 2 – REGULATIONS (Continued)

2.10 Obligations of Customer (Continued)

2.10.4 Claims and Demands for Damages (Continued)

2.10.4.B The Customer shall defend, indemnify and hold harmless Company from and against any suits, claims and losses or damages, including punitive damages, attorneys' fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the Customer's circuits, facilities or equipment connected to Company's Services provided under this Tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the Customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the Services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or person injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.

2.10.5 Certification of Service as Intrastate

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

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SECTION 2 – REGULATIONS (Continued)

(CT) **2.11 Billing and Payment**

2.11.1 Company or its billing agent will bill Customer (and not Customer's End User) and Customer will pay to Company or its billing agent on a monthly basis the charges for services provided under this tariff. Charges will commence on the date Service is made available by Company under this tariff and will continue through the date Service is disconnected.

2.11.2 Charges are due on the date specified on the bill ("Payment Date").

2.11.3 Company or its billing agent may assess a late payment charge on any charges not received by the Payment Date. The late payment charge will be calculated according to the prevailing collections policy in place by Company or its billing agent, based on per month invoiced charges or portion thereof, for the period from the Payment Date until the payment is received. In no event will such charge exceed the maximum amount allowed by law.

2.11.4 Customer is responsible for payment of all charges for Service furnished to or used by Customer, or Customer's agents, servants, employees, or End Users. Customer is also responsible for payment of charges for all other third persons' use of Service to which Customer subscribes. All charges due from Customer are payable to Company or to Company' authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to Company or its billing agent within thirty (30) calendar days after receipt of bill. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.11.5 If a billing dispute is resolved in favor of Customer, any billed charges and late payment charges collected on the disputed amount will be credited to Customer on Customer's bill.

2.11.6 If a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to the late penalty payment set forth above.

2.11.7 The security of Customer's authorization or access codes is the responsibility of Customer. Customer shall be responsible for payments of all charges applicable to the Service, including in cases where the Service was accessed in a manner not authorized by the Customer.

SECTION 2 – REGULATIONS (Continued)

2.11 Payment and Billing

2.11.1 Company or its billing agent will bill Customer (and not Customer's End User) and Customer will pay to Company or its billing agent on a monthly basis the charges for services provided under this tariff. Charges will commence on the date Service is made available by Company under this tariff and will continue through the date Service is disconnected.

2.11.2 Charges are due on the date specified on the bill ("Payment Date").

2.11.3 Company or its billing agent may assess a late payment charge on any charges not received by the Payment Date. The late payment charge will be calculated according to the prevailing collections policy in place by Company or its billing agent, based on per month invoiced charges or portion thereof, for the period from the Payment Date until the payment is received. In no event will such charge exceed the maximum amount allowed by law.

2.11.4 Customer is responsible for payment of all charges for Service furnished to or used by Customer, or Customer's agents, servants, employees, or End Users. Customer is also responsible for payment of charges for all other third persons' use of Service to which Customer subscribes. All charges due from Customer are payable to Company or to Company' authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to Company or its billing agent within thirty (30) calendar days after receipt of bill. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.11.5 If a billing dispute is resolved in favor of Customer, any billed charges and late payment charges collected on the disputed amount will be credited to Customer on Customer's bill.

2.11.6 If a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to the late penalty payment set forth above.

2.11.7 The security of Customer's authorization or access codes is the responsibility of Customer. Customer shall be responsible for payments of all charges applicable to the Service, including in cases where the Service was accessed in a manner not authorized by the Customer.

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SECTION 2 – REGULATIONS (Continued)

2.12 Deposits, Advance Payments and Adjustments

2.12.1 Company or its agent may require a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. Company shall pay interest on deposits pursuant to any applicable rules and regulations.

2.12.2 The fact that a security deposit has been made in no way relieves Customer from prompt payment of bills upon presentation.

2.12.3 Company may require or receive advance payment from Customer for purposes including, but not limited to, security deposit and prepayment of Service.

2.12.4 Company reserves the right to issue credits and adjustments to Customer.

SECTION 2 – REGULATIONS (Continued)

(AT) **2.13 Taxes, Regulatory and Funding Assessments and Contributions**

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

(AT) With respect to contributions to funds created in Missouri applicable to
(AT) Company's services, Company shall solicit, collect and remit funds in accordance
(AT) with applicable laws and regulations.

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

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

2.13.4 If applicable law excludes or exempts a purchase of Services under this Tariff from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if Customer complies with such procedure, Company, subject to section 2.13.2 above, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon Company's receipt of the exemption certificate or affidavit.

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

SECTION 2 – REGULATIONS (Continued)

2.13 Taxes

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

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

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

2.13.4 If applicable law excludes or exempts a purchase of Services under this Tariff from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if Customer complies with such procedure, Company, subject to section 2.13.2 above, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon Company's receipt of the exemption certificate or affidavit.

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

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SECTION 2 – REGULATIONS (Continued)

(CT) **2.13 Taxes, Regulatory and Funding Assessments and Contributions (Continued)**

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

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

(NR) **2.13.8 Missouri Universal Service Fund**

The Company will place on each retail end-user Customer's bill a surcharge equal to the Missouri Universal Service Fund percentage assessment as ordered by the Commission. The surcharge will appear as a separate line item and will be calculated by applying the percentage ordered by the Commission to the total of each Customer's charges for intrastate regulated telecommunications services (NR) that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

SECTION 2 – REGULATIONS (Continued)

2.13 Taxes (Continued)

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

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

SECTION 2 – REGULATIONS (Continued)

2.14 Customer Equipment

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

2.15 Interconnection

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

2.16 Inspection, Testing and Adjustments

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

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

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

SECTION 2 – REGULATIONS (Continued)

2.17 Provision of Service

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

2.18 Contract or Agreement

2.18.1 Company will offer Contract Service Arrangements to meet the diverse communications needs of Company's Customers. All terms and conditions as specified in the Tariff will apply unless otherwise specified in the contract between Company and the Customer.

2.18.2 Customer Specific Pricing Plans (CP)

To the extent Company offers such service(s), Customer Specific Pricing Plans may be made available for provision of: (1) Dedicated, non-switched, private line and special access services, (2) Central office-based switching systems which substitute for customer premise, private branch exchange (PBX) services, and (3) Any business service offered in the exchange in which basic local telecommunications service offered by the incumbent local exchange telecommunications company has been declared competitive under Section 392.245 RSMo., and any retail business service offered to an end user in a non-competitive exchange.

Unless otherwise provided in the customer contract, the rules and regulations found in Section 2 of this tariff apply to all Customer Specific Pricing Plans. Customer Specific Pricing Plan arrangements will be provided to the Commission on a proprietary basis upon request. (CP)

2.19 Other Rules

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

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

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

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SECTION 2 – REGULATIONS (Continued)

2.17 Provision of Service

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

2.18 Contract or Agreement

Company will offer Contract Service Arrangements to meet the diverse communications needs of Company's Customers. All terms and conditions as specified in the Tariff will apply unless otherwise specified in the contract between Company and the Customer.

2.19 Other Rules

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

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

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

SECTION 2 – REGULATIONS (Continued)

(RT) **2.20 Standard PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA)**

The Standard PremierSERV℠ ATM/Frame Relay SLA applies to customers who purchase PremierSERV℠ Asynchronous Transfer Mode (ATM) Service or Frame Relay Service. When Customer purchases PremierSERV℠ ATM or Frame Relay Service described above, Customer accepts the Standard PremierSERV℠ ATM/Frame Relay SLA for those new PremierSERV℠ ATM or Frame Relay Service elements and any existing PremierSERV℠ ATM or Frame Relay Service elements provided on the same network as those new PremierSERV℠ ATM or Frame Relay Service elements. The (RT) Standard PremierSERV℠ SLA is available at no additional cost to customer. The total amount of the Service credit customer receives for any Port or PVC/VPC/VCC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or (RT) PVC/VPC/VCC. The Standard PremierSERV℠ SLA will apply until Service is disconnected.

2.20.1 Frame/Cell Delivery Ratio

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

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

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

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA)

The Standard SBC PremierSERV℠ ATM/Frame Relay SLA applies to customers who purchase SBC PremierSERV℠ Asynchronous Transfer Mode (ATM) Service or Frame Relay Service. When Customer purchases SBC PremierSERV℠ ATM or Frame Relay Service described above, Customer accepts the Standard SBC PremierSERV℠ ATM/Frame Relay SLA for those new SBC PremierSERV℠ ATM or Frame Relay Service elements and any existing SBC PremierSERV℠ ATM or Frame Relay Service elements provided on the same network as those new SBC PremierSERV℠ ATM or Frame Relay Service elements. The Standard SBC PremierSERV℠ SLA is available at no additional cost to customer. The total amount of the Service credit customer receives for any Port or PVC/VPC/VCC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCC. The Standard SBC PremierSERV℠ SLA will apply until Service is disconnected. (AT)

2.20.1 Frame/Cell Delivery Ratio

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

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

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

SECTION 2 – REGULATIONS (Continued)

(CT) **2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA)**

The Standard SBC PremierSERV℠ ATM/Frame Relay SLA applies to customers who purchase SBC PremierSERV℠ Asynchronous Transfer Mode (ATM) Service or Frame Relay Service. When Customer purchases SBC PremierSERV℠ ATM or Frame Relay Service described above, Customer accepts the Standard SBC PremierSERV℠ ATM/Frame Relay SLA for those new SBC PremierSERV℠ ATM or Frame Relay Service elements provided on the same network as those new SBC PremierSERV℠ ATM or Frame Relay Service elements. The Standard SBC PremierSERV℠ SLA is available at no additional cost to customer. The total amount of the Service credit customer receives for any Port or PVC/VPC/VCC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCC. The Standard SBC PremierSERV℠ SLA will apply until Service is disconnected. (CT)

2.20.1 Frame/Cell Delivery Ratio

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

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

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

(MT)

(MT)

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard Service Level Agreement (SLA)

The Standard SLA applies to customers who purchase Asynchronous Transfer Mode (ATM) Service or Frame Relay Service. The Standard SLA is available at no additional cost to customer. The total amount of the Service credit customer receives for any Port or PVC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC. The Standard SLA will apply until Service is disconnected.

2.20.1 Frame/Cell Delivery Ratio

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

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

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

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

- Natural or man-made disasters that affect telecommunications services;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Sustained Information Rate (SIR) for ATM;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- ATM Service with UBR Quality of Service;
- Access failures.

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SECTION 2 – REGULATIONS (Continued)

(RT) **2.20 Standard PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.1 Frame/Cell Delivery Ratio (Continued)

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

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERV℠ Frame Relay or Sustained Information Rate (SIR) for PremierSERV℠ ATM; (RT) (RT)
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- PremierSERV℠ UBR VPC/VCCs; (RT)
- Access failures.
- PVC/VPC/VCCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where cell loss priority equals one (1).

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SECTION 2 – REGULATIONS (Continued)

(AT) **2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.1 Frame/Cell Delivery Ratio (Continued)

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

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for SBC PremierSERV℠ Frame Relay or Sustained Information Rate (SIR) for SBC PremierSERV℠ ATM;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- (CT) SBC PremierSERV℠ UBR VPC/VCCs;
- Access failures.
- PVC/VPC/VCCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where cell loss priority equals one (1).

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SECTION 2 – REGULATIONS (Continued)

(AT) **2.20 Standard SBC PremierSERV^{SM} ATM/Frame Relay Service Level Agreement (SLA)**

(AT) 2.20.1 Frame/Cell Delivery Ratio (Continued)

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

(CT) • Force majeure events as outlined in Section 2.4, preceding;
(MT) • Data lost during Company's scheduled maintenance window;
(MT) • Data exceeding the subscribed Committed Information Rate (CIR) for
(CT) SBC PremierSERV^{SM} Frame Relay or Sustained Information Rate
(CT) (SIR) for SBC PremierSERV^{SM} ATM;
(MT) • Failures attributed to facilities or equipment provided by another party
or the customer;
• Failures attributed to unauthorized use of Service or inaccurate
network specifications requested by customer;
• Failures attributed to negligence or willful misconduct by the
(MT) customer;
(CT) • SBC PremierSERV^{SM} ATM Service with UBR Quality of Service;
(MT) • Access failures.
(AT) • PVC/VPC/VCCs that transmit data across oversubscribed ingress or
(AT) egress ports, which includes data not marked "discard eligible" and
(AT) instances where cell loss priority equals one (1).

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(RT) **2.20 Standard PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.1 Frame/Cell Delivery Ratio (Continued)

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

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

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

SECTION 2 – REGULATIONS (Continued)

(CT) **2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(MT) 2.20.1 Frame/Cell Delivery Ratio (Continued)

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

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

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

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard Service Level Agreement (SLA) (Continued)

2.20.1 Frame/Cell Delivery Ratio (Continued)

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

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

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

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SECTION 2 – REGULATIONS (Continued)

(RT) **2.20 Standard PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.2 Time to Repair

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

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

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

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

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

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

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

SECTION 2 – REGULATIONS (Continued)

2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.20.2 Time to Repair

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

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

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

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

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

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

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

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(CT) **2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.2 Time to Repair

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

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

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

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

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

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

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

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard Service Level Agreement (SLA) (Continued)

2.20.2 Time to Repair

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

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

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

- Natural or man-made disasters that affect telecommunications services;
- Data lost during Company's scheduled maintenance window;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Network Interface Device failures;
- Customer Equipment failures
- Customer "no access" time as defined below:
  - -- Customer not available;
  - -- Coordinated Vendor meeting;
  - -- Abeyance on customer request;
  - -- After hours testing because no customer daytime release; or
  - -- Tickets referred to another party.

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

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

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

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SECTION 2 – REGULATIONS (Continued)

(RT) **2.20 Standard PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.3 Time to Provision

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

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

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

2.20.3.B Customer is responsible for notifying Company of any missed due dates. Customer must request a Service credit within forty-five (45) calendar days after the missed due date occurred.

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

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

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.20.3 Time to Provision

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

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

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

2.20.3.B Customer is responsible for notifying Company of any missed due dates. Customer must request a Service credit within forty-five (45) calendar days after the missed due date occurred.

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

(RT)

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

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SECTION 2 – REGULATIONS (Continued)

(CT) **2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.3 Time to Provision

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

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

(CT)

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

2.20.3.B Customer is responsible for notifying Company of any missed due dates. Customer must request a Service credit within forty-five (45) calendar days after the missed due date occurred.

(CT)

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

(CT)

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

SECTION 2 – REGULATIONS (Continued)

2.20 Standard Service Level Agreement (SLA) (Continued)

2.20.3 Time to Provision

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

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

- Natural or man-made disasters that affect telecommunications services;
- Inability by Company to test because of no-access by customer;
- Customer testing when Customer Equipment is not installed and the customer overall tests are not completed at due date;
- Due dates missed or rescheduled at customer's request;
- Inability by Company to test or complete the order because of failures or not-ready conditions attributed to facilities or equipment provided by another party or the customer.

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

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

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

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SECTION 2 – REGULATIONS (Continued)

(RT) **2.20 Standard PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.4 Latency

(RT) For PremierSERV℠ ATM and Frame Relay Services provided to the customer, Company is committed to maintaining Frame/Cell delay across the Company-provided customer-specific network according to the parameters below:

- On average, less than or equal to 100 milliseconds roundtrip per PVC for all PremierSERV℠ Frame Relay Service including FRATM/VPC/VCCs;
- On average, less than or equal to 100 milliseconds roundtrip per VPC/VCC for PremierSERV℠ ATM Service with CBR, VBR-nrt and VBR-rt Quality of Service VPC/VCCs

(RT)

(RT)

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

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

(RT)

The following shall be excluded from any determination of Latency:

- Force majeure events as outlined in Section 2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERV℠ Frame Relay or Sustained Information Rate (SIR) for PremierSERV℠ ATM;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- PremierSERV℠ UBR VPC/VCCs;
- Access failures.
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data marked “discard eligible” and instances where Cell loss priority equals one (1).

(RT)
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(RT)

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.20.4 Latency

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

(CT)
(CT)

- On average, less than or equal to 100 milliseconds roundtrip per PVC for all SBC PremierSERV℠ Frame Relay Service including FRATM/VPC/VCCs;
- On average, less than or equal to 100 milliseconds roundtrip per VPC/VCC for SBC PremierSERV℠ ATM Service with CBR, VBR-nrt and VBR-rt Quality of Service VPC/VCCs

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

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

The following shall be excluded from any determination of Latency:

- Force majeure events as outlined in Section 2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for SBC PremierSERV℠ Frame Relay or Sustained Information Rate (SIR) for SBC PremierSERV℠ ATM;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- SBC PremierSERV℠ UBR VPC/VCCs;
- Access failures.
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data marked "discard eligible" and instances where Cell loss priority equals one (1).

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard SBC PremierSERV[SM] ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.20.4 Latency

For SBC PremierSERV[SM] ATM and Frame Relay Services provided to the customer, Company is committed to maintaining Frame/Cell delay across the Company-provided customer-specific network according to the parameters below:

- On average, less than or equal to 110 milliseconds roundtrip per PVC for all SBC PremierSERV[SM] Frame Relay Service including FRATM/VPC/VCCs;
- On average, less than or equal to 110 milliseconds roundtrip per VPC/VCC for SBC PremierSERV[SM] ATM Service with VBR-nrt and VBR-rt Quality of Service; and
- On average, less than or equal to 100 milliseconds roundtrip per VPC/VCC for SBC PremierSERV[SM] ATM Service with CBR Quality of Service.

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

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

The following shall be excluded from any determination of Latency:

- Force majeure events as outlined in Section 2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for SBC PremierSERV[SM] Frame Relay or Sustained Information Rate (SIR) for SBC PremierSERV[SM] ATM;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- SBC PremierSERV[SM] UBR VPC/VCCs;
- Access failures.
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data marked "discard eligible" and instances where Cell loss priority equals one (1).

(CT)

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(CT) **2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.4 Latency

(CT) For SBC PremierSERV℠ ATM and Frame Relay Services provided to the customer, Company is committed to maintaining Frame/Cell delay across the Company-provided customer-specific network according to the parameters below:

(CT)
- On average, less than or equal to 110 milliseconds roundtrip per PVC for all SBC PremierSERV℠ Frame Relay Service including FRATM/VPC/VCCs;
- On average, less than or equal to 110 milliseconds roundtrip per VPC/VCC for SBC PremierSERV℠ ATM Service with VBR-nrt and VBR-rt Quality of Service; and
- On average, less than or equal to 100 milliseconds roundtrip Per VPC/VCC for SBC PremierSERV℠ ATM Service with CBR Quality of Service.

(CT)

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

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

(CT)
(AT)
(AT)

The following shall be excluded from any determination of Latency:

(CT)
- Force majeure events as outlined in Section 2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for SBC PremierSERV℠ Frame Relay or Sustained Information Rate (SIR) for SBC PremierSERV℠ ATM;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- SBC PremierSERV℠ ATM Service with UBR Quality of Service;
- Access failures.
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data marked "discard eligible" and instances where Cell loss priority equals one (1).

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard Service Level Agreement (SLA) (Continued)

2.20.4 Latency

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

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

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

2.20.4.A Latency is calculated as the amount of time, in milliseconds, it takes for a Frame/Cell to travel roundtrip across a PVC.

The following shall be excluded from any determination of Latency:

- Natural or man-made disasters that affect telecommunications services;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Sustained Information Rate (SIR) for ATM;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- ATM Service with UBR Quality of Service;
- Access failures.

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

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

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

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SECTION 2 – REGULATIONS (Continued)

(RT) **2.20 Standard PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.4 Latency (Continued)

2.20.4.B Customer is responsible for notifying Company when their average customer-specific Frame/Cell delay falls below the committed level. Customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the excessive delay occurred.

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

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

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SECTION 2 – REGULATIONS (Continued)

(AT) **2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(CT) 2.20.4 Latency (Continued)

(CT) (MT) (CT) (MT) 2.20.4.B Customer is responsible for notifying Company when their average customer-specific Frame/Cell delay falls below the committed level. Customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the excessive delay occurred.

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

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

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SECTION 2 – REGULATIONS (Continued)

(RT) **2.20 Standard PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.5 Network Availability

For PremierSERV℠ ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining a Network Availability of 99.99% each calendar month per network and within a LATA.

Network Availability is measured based on components purchased from Company:

- 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/VCC, measured from Network Interface to Network Interface.

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

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

$$\text{Network Availability } \% = \left[1 - \frac{\text{Total minutes of PVC/VPC/VCC outage time per month}}{\text{Total \# of PVC/VPC/VCCs x 24 hours x days per month x 60 minutes}}\right] \times 100$$

The following shall be excluded from any "network outage time":

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

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.20.5 Network Availability

For SBC PremierSERV℠ ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining a Network Availability of 99.99% each calendar month per network and within a LATA.

(CT) (CT) (CT) Network Availability is measured based on components purchased from Company:

(AT)

- 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/VCC, measured from Network Interface to Network Interface.

(AT)

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

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

$$\text{Network Availability } \% = \left[1 - \frac{\text{Total minutes of PVC/VPC/VCC outage time per month}}{\text{Total \# of PVC/VPC/VCCs x 24 hours x days per month x 60 minutes}}\right] \times 100$$

The following shall be excluded from any "network outage time":

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

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.20.5 Network Availability

For SBC PremierSERV℠ ATM/Frame Relay Services provided to the customer, Company is committed to maintaining a Network Availability of 99.99% each calendar month per network and within a LATA. Network Availability is based on PVC/VPC/VCCs affected by network outages that are reported by the Customer to the Data Service Center (DSC).

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

(CT) (CT) Network Availability %= $\left[1 - \frac{\text{Total minutes of PVC/VPC/VCC outage time per month}}{\text{Total \# of PVC/VPC/VCCs x 24 hours x days per month x 60 minutes}} \right]$ x 100

The following shall be excluded from any "network outage time":

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

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SECTION 2 – REGULATIONS (Continued)

(CT) **2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.5 Network Availability

(CT) For SBC PremierSERV℠ ATM/Frame Relay Services provided to the customer, Company is committed to maintaining a Network Availability of 99.99% each (CT) calendar month per network and within a LATA. Network Availability is based on (CT) PVC/VPC/VCCs affected by network outages that are reported by the Customer (CT) to the Data Service Center (DCS).

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

(CT) Network Availability (CT) $\%= 1 - \left[\frac{\text{Total minutes of PVC/VPC/VCC network outage time per month} \times 100}{\text{Total \# of PVC/VPC/VCCs} \times 24 \text{ hours} \times \text{days per month} \times 60 \text{ minutes}}\right]$

(CT) The following shall be excluded from any "network outage time":

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

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard Service Level Agreement (SLA) (Continued)

2.20.5 Network Availability

For Services provided to the customer, Company is committed to maintaining a Network Availability of 99.99% from ingress switch port to egress switch port each calendar month.

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

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

The following shall be excluded from any "network outage time":

- Natural or man-made disasters that affect telecommunications services;
- Data lost during Company's scheduled maintenance window;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- Customer "no access" time as defined below:
  -- Customer not available;
  -- Coordinated Vendor meeting;
  -- Abeyance on customer request;
  -- After hours testing because no customer daytime release; or
  -- Tickets referred to another party;
- Access failures.

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

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

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

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SECTION 2 – REGULATIONS (Continued)

(RT) **2.20 Standard PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.20.5 Network Availability (Continued)

2.20.5.B Customer is responsible for notifying Company when their average customer-specific Network Availability falls below 99.99%. The customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the Network Availability was not met.

Upon verification by Company that the customer-specific Network Availability did not meet 99.99%, , the customer will be entitled to a service credit equal to:

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

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SECTION 2 – REGULATIONS (Continued)

2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.20.5 Network Availability (Continued)

2.20.5.B Customer is responsible for notifying Company when their average customer-specific Network Availability falls below 99.99%. The customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the Network Availability was not met.

(CT) (CT) (CT) Upon verification by Company that the customer-specific Network Availability did not meet 99.99%, , the customer will be entitled to a service credit equal to:

- (CT) 10% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for month in which Network Availability failure occurred.

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SECTION 2 – REGULATIONS (Continued)

(AT) **2.20 Standard SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(AT) 2.20.5 Network Availability (Continued)

(CT) (MT) (CT) (MT) 2.20.5.B Customer is responsible for notifying Company when their average customer-specific Network Availability falls below 99.99%. The customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the Network Availability was not met.

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

(MT) (CT) (MT)
- 10% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for subsequent month in which Network Availability failure occurred.

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SECTION 2 – REGULATIONS (Continued)

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SECTION 2 – REGULATIONS (Continued)

2.21 Premium SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA)

The Premium SBC PremierSERV℠ ATM/Frame Relay SLA applies to Customers who purchase SBC PremierSERV℠ Asynchronous Transfer Mode (ATM) Service or SBC PremierSERV℠ Frame Relay Service. The Premium SBC PremierSERV℠ Frame Relay/ATM SLA is available to Customers who wish to monitor their Customer-specific portion of the Company-provided network. It provides an end-to-end guarantee, covering Network Interface to Network Interface and includes the Access.

When Customer purchases SBC PremierSERV℠ ATM or Frame Relay Service under the Sections described above, the Premium SBC PremierSERV℠ ATM/Frame Relay SLA is an option for those new SBC PremierSERV℠ ATM or Frame Relay Service elements and any existing SBC PremierSERV℠ ATM or Frame Relay Service elements provided on the same network as those new SBC PremierSERV℠ ATM or Frame Relay Service elements.

To receive the Premium SBC PremierSERV℠ Frame Relay/ATM SLA at no additional cost, Customer's entire network must have Port and Access provided by Company at all Customer locations and Customer must have Company approved validation tools and reporting protocol at all Customer locations; otherwise Standard SLA's apply.

The validation tools utilized for Premium SLA reporting must be Company pre-approved for use (AFU) and must adhere to FRF.13 (Frame Relay Forum). FRF.13 describes the measurement methodology for Latency, Data Delivery Ratio and Network Availability. Confirmation that the validation tools conform to the FRF.13 standard will be conducted through testing of the device by Company at one of its qualified testing facilities.

The total amount of the Service credit Customer receives for any Port or PVC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCCs. Once Customer's TPP expires, the Premium SBC PremierSERV℠ ATM/Frame Relay SLA will apply until Service or approved validation tool is disconnected.

2.21.1 Frame/Cell Delivery Ratio

For SBC PremierSERV℠ ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining data throughput across the Company-provided, Customer-specific network at a Frame/Cell Delivery Ratio of 99.99% per PVC/VPC/VCC end to end during each calendar month, under normal conditions.

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SECTION 2 – REGULATIONS (Continued)

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SECTION 2 – REGULATIONS (Continued)

2.21 Premium SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.1 Frame/Cell Delivery Ratio (Continued)

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

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

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

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for SBC PremierSERV℠ Frame Relay or Sustained Information Rate (SIR) for SBC PremierSERV℠ ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- SBC PremierSERV℠ UBR VPC/VCCs; (CT)
- PVC/VPC/VCCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where the cell loss priority equals one (1).

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SECTION 2 – REGULATIONS (Continued)

2.21 Premium SBC PremierSERV[SM] ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.1 Frame/Cell Delivery Ratio (Continued)

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

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

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

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for SBC PremierSERV[SM] Frame Relay or Sustained Information Rate (SIR) for SBC PremierSERV[SM] ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- SBC PremierSERV[SM] ATM Service with UBR Quality of Service;
- PVC/VPC/VCCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where the cell loss priority equals one (1).

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SECTION 2 – REGULATIONS (Continued)

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SECTION 2 – REGULATIONS (Continued)

2.21 Premium SBC PremierSERV[SM] ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.1 Frame/Cell Delivery Ratio (Continued)

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

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

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

SECTION 2 – REGULATIONS (Continued)

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SECTION 2 – REGULATIONS (Continued)

(C) **2.21 Premium SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.21.2 Time to Repair

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

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

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

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

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

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

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

2.21 Premium SBC PREMIERSERV[SM] ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.2 Time to Repair

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

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

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

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

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

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

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

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SECTION 2 – REGULATIONS (Continued)

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SECTION 2 – REGULATIONS (Continued)

2.21 Premium SBC PremierSERV[SM] ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.3 Time to Provision

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

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

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

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

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

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

SECTION 2 – REGULATIONS (Continued)

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SECTION 2 – REGULATIONS (Continued)

2.21 Premium SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.4 Latency

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

(CT)
- On average, less than or equal to 100 milliseconds roundtrip per PVC for all SBC PremierSERV℠ Frame Relay Service, including FRATM/VCP/VCC's;

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- On average, less than or equal to 100 milliseconds roundtrip per VPC/VCC for SBC PremierSERV℠ ATM Service with CBR, VBR-nrt and VBR-rt Quality of Service VPC/VCCs

Company guarantees their Frame Relay Service Level Latency Agreements (SLAs) based on a reference packet size. The recommended Frame Relay octet (byte) count is 128 octets per frame. The setting is controlled by the Customer premises equipment (CPE). SBCLD Customers must use this reference size while validating latency for the Frame Relay product.

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

The following shall be excluded from any determination of Latency:
- Force majeure events as outlined in Section 2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Sustained Information Rate (SIR) for ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- SBC PremierSERV℠ UBR VPC/VCCs;
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where the cell loss priority equals one (1);

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(CT)
- Serialization/Insertion delay, defined as the time required to collect bits at the router or switch and transfer to Customer's local loop circuit, will be excluded from the Latency calculation per the following formula:

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$$\text{Roundtrip Delay serialization (in milliseconds)} = 2 * \frac{\text{[frame size (in bytes) *8]}}{\text{[UNI line speed (in Kbps)]}}$$

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SECTION 2 – REGULATIONS (Continued)

2.21 Premium SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.4 Latency

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

- On average, less than or equal to 110 milliseconds roundtrip per PVC for all SBC PremierSERV℠ Frame Relay Service, including FRATM/VCP/VCC's;
- On average, less than or equal to 110 milliseconds roundtrip per VPC/VCC for SBC PremierSERV℠ ATM Service with VBR-nrt and VBR-rt Quality of Service; and
- On average, less than or equal to 100 milliseconds roundtrip per VPC/VCC for SBC PremierSERV℠ ATM Service with CBR Quality of Service.

Company guarantees their Frame Relay Service Level Latency Agreements (SLAs) based on a reference packet size. The recommended Frame Relay octet (byte) count is 128 octets per frame. The setting is controlled by the Customer premises equipment (CPE). SBCLD Customers must use this reference size while validating latency for the Frame Relay product.

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

(CT)

The following shall be excluded from any determination of Latency:

- Force majeure events as outlined in Section 2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Sustained Information Rate (SIR) for ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- SBC PremierSERV℠ UBR VPC/VCCs;
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where the cell loss priority equals one (1);
- Serialization delay, defined as how long it takes to put the bits on the wire is the delay in collecting the bits at the router or switch. Serialization delay can also be called "insertion delay" or the time taken to put the bits into the wire.

2.21 Premium SBC PremierSERV[SM] ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.4 Latency

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

- On average, less than or equal to 110 milliseconds roundtrip per PVC for all SBC PremierSERV[SM] Frame Relay Service, including FRATM/VCP/VCC's;
- On average, less than or equal to 110 milliseconds roundtrip per VPC/VCC for SBC PremierSERV[SM] ATM Service with VBR-nrt and VBR-rt Quality of Service; and
- On average, less than or equal to 100 milliseconds roundtrip per VPC/VCC for SBC PremierSERV[SM] ATM Service with CBR Quality of Service.

Company guarantees their Frame Relay Service Level Latency Agreements (SLAs) based on a reference packet size. The recommended Frame Relay octet (byte) count is 128 octets per frame. The setting is controlled by the Customer premises equipment (CPE). SBCLD Customers must use this reference size while validating latency for the Frame Relay product.

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

The following shall be excluded from any determination of Latency:

- Force majeure events as outlined in Section 2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Sustained Information Rate (SIR) for ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- SBC PremierSERV[SM] UBR Quality of Service for PVC/VPC/VCC
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where the cell loss priority equals one (1).
- Serialization delay, defined as how long it takes to put the bits on the wire is the delay in collecting the bits at the router or switch. Serialization delay can also be called "insertion delay" or the time taken to put the bits into the wire.

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SECTION 2 – REGULATIONS (Continued)

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SECTION 2 – REGULATIONS (Continued)

(C) **2.21 Premium SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.21.4 Latency (Continued)

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

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

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

2.21 Premium SBC PREMIERSERV[SM] ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.4 Latency (Continued)

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

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

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

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SECTION 2 – REGULATIONS (Continued)

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SECTION 2 – REGULATIONS (Continued)

2.21 Premium SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.5 Network Availability

For SBC PremierSERV℠ ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining an average Network Availability of 99.99% each calendar month per network and within a LATA.

(CT)

Network Availability is measured based on components purchased from Company

- 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/VCC, measured from Network Interface to Network Interface.

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

(CT)

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

$$\text{Network Availability } \% = \left[1 - \frac{\text{Total minutes of PVC/VPC/VCC outage time per month}}{\text{Total \# of PVC/VPC/VCCs x 24 hours x days per month x 60 minutes}} \right] \times 100$$

The following shall be excluded from any "network outage time":

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

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SECTION 2 – REGULATIONS (Continued)

2.21 Premium SBC PremierSERV[SM] ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.5 Network Availability

For SBC PremierSERV[SM] ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining an average Network Availability of 99.99% each calendar month per network and within a LATA. Network Availability is based on PVC/VPC/VCCs affected by network outages that are reported by the Customer to the Data Service Center (DSC).

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

(CT) (CT)

$$\text{Network Availability} = \left[1 - \frac{\text{Total minutes of PVC/VPC/VCC outage time per month}}{\text{Total \# of PVC/VPC/VCCs x 24 hours x days per month x 60 minutes}}\right] \times 100$$

The following shall be excluded from any "network outage time":

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

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

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

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

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SECTION 2 – REGULATIONS (Continued)

(C)

2.21 Premium SBC PremierSERV℠ ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.5 Network Availability

For SBC PremierSERV℠ ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining an average Network Availability of 99.99% each calendar month per network and within a LATA. Network Availability is based on PVC/VPC/VCCs affected by network outages that are reported by the Customer to the Data Service Center (DSC).

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

$$\text{Network Availability } \% = 1 - \left[\frac{\text{Total minutes of PVC/VPC/VCC network outage time per month}}{\text{Total \# of PVC/VPC/VCCs x 24 hours x days per month x 60 minutes}}\right] \times 100$$

The following shall be excluded from any "network outage time":

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

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

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

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

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2.21 Premium SBC PREMIERSERV[SM] ATM/Frame Relay Service Level Agreement (SLA) (Continued)

2.21.5 Network Availability

For SBC PremierSERV[SM] ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining an average Network Availability of 99.99% each calendar month per network and within a LATA. Network Availability is based on PVC/VPC/VCCs affected by network outages that are reported by the Customer to the Data Service Center (DSC).

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

$$\text{Network Availability} \quad \%=1-\left[\frac{\text{Total minutes of PVC/VPC/VCC network outage time per month}}{\text{Total \# of PVC/VPC/VCCs x 24 hours x days per month x 60 minutes}}\right] \times 100$$

The following shall be excluded from any "network outage time":

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

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

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

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

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SECTION 2 – REGULATIONS (Continued)

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SECTION 2 – REGULATIONS (Continued)

(MT) **2.21 Premium SBC PremierSERV[SM] ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

2.21.5 Network Availability (Continued)

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

(MT)
(MT)(CT)
(MT)(CT)
(MT)(CT)

Upon verification by Company that the Customer-specific average Network Availability did not meet 99.99%, the Customer will be entitled to a service credit equal to:

(MT)
(MT)(CT)
(MT)

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

Certain material now appearing on this page previously appeared on 2nd Revised Page 33.9

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SECTION 3 – APPLICATION OF RATES

3.1 Rate Regulations

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

3.2 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity.

3.2.1 Installation of Service

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

3.2.2 Record Order Charges

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

The Record Order Charge is $14 per Record Order.

3.2.3 Service Order Change Charges

(CT) A Service Order Change Charge applies if customer requests an addition to,
(CT) change to, or rearrangement of Service within three (3) days prior to the Service
(CT) Due Date, and the request requires engineering redesign. The Service Order Change Charge is $50 per service order.

(AT) Customer may request to extend a Due Date for service provided the new Service Due Date is no more than thirty (30) calendar days beyond the original Service Due Date. Should a request be made to extend for more than thirty (30) calendar days beyond the originally Scheduled Service Due Date, the original Service Order will be cancelled and a new order for service must be placed. There will be a $250 cancellation charge for cancelled orders.

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SECTION 3 – APPLICATION OF RATES

3.1 Rate Regulations

There are two (2) categories of rates and charges: Nonrecurring and monthly recurring charges. Except as otherwise provided in this Tariff, both nonrecurring and monthly recurring charges for Services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover Company's cost of providing the Service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. Services will be made available to customers in a nondiscriminatory manner.

3.2 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity.

3.2.1 Installation of Service

A nonrecurring installation charge applies to each Service installed. The applicable charge is determined on an ICB basis.

3.2.2 Record Order Charges

Nonrecurring charge applies for receiving, recording and processing information in connection with Customer initiated changes to customer's account information (i.e. change in customer billing name or billing address). In these instances, a record order is issued. Once a record order is issued, customer may request additional changes to their account information without a subsequent record order being issued, provided the additional changes are requested during the same business day. The Record Order Charge is $14 per Record Order.

3.2.3 Service Order Change Charges

A Service Order Change Charge applies when customer requests an addition to, change to, or rearrangement of Service before installation is complete, and the request requires engineering redesign. The Service Order Change Charge is $50 per service order.

3.2.4 Expedite Order Charges

If customer desires that Service be provided on a due date earlier than the due date on the Firm Order Confirmation (FOC), the customer may request the Service be provided on an expedited basis.

If the Company determines that the Service can be provided on an expedited basis and the customer accepts, an Expedite Order Charge will apply. Additional labor costs may be required to meet the requested service date. If so, the customer will be notified by Company and will be provided an estimate of the additional charges involved.

If the Company is subsequently unable to meet the agreed upon expedited Service date, no Expedite Order Charge will apply, unless the missed Service date was caused by the customer. Expedite Orders that are limited to PVC additions or Port Only installations, will be charged $250 per service order. All other Expedite Order requests will be charged $500 per service order.

(AT)
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(AT)

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SECTION 3 – APPLICATION OF RATES

3.1 Rate Regulations

There are two (2) categories of rates and charges: Nonrecurring and monthly recurring charges. Except as otherwise provided in this Tariff, both nonrecurring and monthly recurring charges for Services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover Company's cost of providing the Service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. Services will be made available to customers in a nondiscriminatory manner.

3.2 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity.

3.2.1 Installation of Service

A nonrecurring installation charge applies to each Service installed. The applicable charge is determined on an ICB basis.

3.2.2 Record Order Charges

Nonrecurring charge applies for receiving, recording and processing information in connection with Customer initiated changes to customer's account information (i.e. change in customer billing name or billing address). In these instances, a record order is issued. Once a record order is issued, customer may request additional changes to their account information without a subsequent record order being issued, provided the additional changes are requested during the same business day. The Record Order Charge is $14 per Record Order.

3.2.3 Service Order Change Charges

A Service Order Change Charge applies when customer requests an addition to, change to, or rearrangement of Service before installation is complete, and the request requires engineering redesign. The Service Order Change Charge is $50 per service order.

3.2.4 Expedite Order Charges

If customer desires that Service be provided on a due date earlier than the due date on the Firm Order Confirmation (FOC), the customer may request the Service be provided on an expedited basis.

If the Company determines that the Service can be provided on an expedited basis and the customer accepts, an Expedite Order Charge will apply. Additional labor costs may be required to meet the requested service date. If so, the customer will be notified by Company and will be provided an estimate of the additional charges involved.

If the Company is subsequently unable to meet the agreed upon expedited Service date, no Expedite Order Charge will apply, unless the missed Service date was caused by the customer. The Expedite Order Charge is $500 per service order.

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SECTION 3 – APPLICATION OF RATES

3.2 Nonrecurring Charges (Cont'd)

3.2.4 Expedite Order Charges

(CT) If Customer desires that Service be provided on a due date earlier than the due date offered the Customer, the Customer may request the Service be provided on an expedited basis.

There will be a $250 charge for Expedite Orders that are limited to PVC additions or Port installations. For Port and Access Expedite Order requests, there is a minimum charge of $500 per Service Order. In addition, the Company will pass on and bill the Customer any additional charges it incurs from other service providers, such as ILECs, IXCs and CLECs, necessary to complete the Expedite Order. Company will provide Customer an estimate of any additional charges involved prior to the charge being incurred by Customer.

If the Company determines that the Service can be provided on an expedited basis and the Customer accepts the new expedited date and agrees to pay any applicable costs, the Expedite Order will then be processed.

(CT) If the Company is unable to meet the agreed upon expedited Service date, but the Service is still provided on an expedited basis (prior to original due date offered by the Company), Customer will still incur applicable expedite charges.

3.2.5 Additional Labor Charge

In this section, normally scheduled working hours are generally 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays. However, the hours may vary based on Company policy, union contract and location.

Additional Labor is that labor requested by Customer on a given Service and agreed to by Company as set forth below. Company will notify Customer that Additional Labor Charges will apply before any additional labor is undertaken.

There is a half-hour minimum charge for any Additional Labor. All Additional Labor Charges for work performed during normally scheduled working hours will be billed at $50 for the first half-hour and $25 for each subsequent quarter hour or fraction thereof, per technician.

All Additional labor performed outside of normally scheduled working hours (overtime) will be billed at $62.50 for the first half-hour and $31.25 for each subsequent quarter hour or fraction thereof, per technician. A call-out of Company personnel for Additional Labor at a time not consecutive with Company's normally scheduled working hours is subject to a minimum charge of four hours.

If more than one technician is involved in the same Additional Labor project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the first half-hour and each additional quarter hour rate categories.

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SECTION 3 – APPLICATION OF RATES

3.2 Nonrecurring Charges (Cont'd)

3.2.4 Expedite Order Charges

(MT)

If customer desires that Service be provided on a due date earlier than the due date on the Firm Order Confirmation (FOC), the customer may request the Service be provided on an expedited basis.

If the Company determines that the Service can be provided on an expedited basis and the customer accepts, an Expedite Order Charge will apply. Additional labor costs may be required to meet the requested service date. If so, the customer will be notified by Company and will be provided an estimate of the additional charges involved.

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

Expedite Orders that are limited to PVC additions or Port Only installations, will be charged $250 per service order. All other Expedite Order requests will be charged $500 per service order. (MT)

3.2.5 Additional Labor Charge

In this section, normally scheduled working hours are generally 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays. However, the hours may vary based on Company policy, union contract and location.

Additional Labor is that labor requested by Customer on a given Service and agreed to by Company as set forth below. Company will notify Customer that Additional Labor Charges will apply before any additional labor is undertaken.

There is a half-hour minimum charge for any Additional Labor. All Additional Labor Charges for work performed during normally scheduled working hours will be billed at $50 for the first half-hour and $25 for each subsequent quarter hour or fraction thereof, per technician.

All Additional labor performed outside of normally scheduled working hours (overtime) will be billed at $62.50 for the first half-hour and $31.25 for each subsequent quarter hour or fraction thereof, per technician. A call-out of Company personnel for Additional Labor at a time not consecutive with Company's normally scheduled working hours is subject to a minimum charge of four hours.

If more than one technician is involved in the same Additional Labor project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the first half-hour and each additional quarter hour rate categories.

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(AT) **3.2 Nonrecurring Charges (Cont'd)**

3.2.5 Additional Labor Charge

In this section, normally scheduled working hours are generally 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays. However, the hours may vary based on Company policy, union contract and location.

Additional Labor is that labor requested by Customer on a given Service and agreed to by Company as set forth below. Company will notify Customer that Additional Labor Charges will apply before any additional labor is undertaken.

There is a half-hour minimum charge for any Additional Labor. All Additional Labor Charges for work performed during normally scheduled working hours will be billed at $50 for the first half-hour and $25 for each subsequent quarter hour or fraction thereof, per technician.

All Additional labor performed outside of normally scheduled working hours (overtime) will be billed at $62.50 for the first half-hour and $31.25 for each subsequent quarter hour or fraction thereof, per technician. A call-out of Company personnel for Additional Labor at a time not consecutive with Company's normally scheduled working hours is subject to a minimum charge of four hours.

If more than one technician is involved in the same Additional Labor project, the total amount of time for all technicians involved will be aggregated prior to the distribution of
(AT) time between the first half-hour and each additional quarter hour rate categories.

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SECTION 3 – APPLICATION OF RATES

(AT)

3.2 Nonrecurring Charges (Cont'd)

3.2.5.A Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

3.2.5.B Stand By

Stand by includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given Service.

3.2.5.C Testing and Maintenance with Other Companies

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company. For Testing and Maintenance Services, if the Customer elects not to release a circuit during the Company's normal working hours, Company will work with the customer to reach a mutually agreed upon time.

3.2.5.D Other Labor

Other Labor is that additional labor not included in 3.2.5.A through 3.2.5.C, preceding, and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other Section.

(AT)

SECTION 3 – APPLICATION OF RATES (Continued)

3.3 Monthly Recurring Charges

Monthly Recurring Charges are the charges applied each month for the Service being provided.

3.4 Minimum Period

(CT)
(CT)

The minimum period for which all Services are provided and for which rates and charges apply is twelve (12) months.

When Service is discontinued prior to the expiration of the minimum period, charges are applicable whether the Service is used or not. The applicable charge will be 50% of the total monthly charges at the rate in effect at the time Service is discontinued, for the remainder of the minimum period.

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SECTION 3 – APPLICATION OF RATES (Continued)

3.3 Monthly Recurring Charges

Monthly Recurring Charges are the charges applied each month for the Service being provided.

3.4 Minimum Period

The minimum period for Service is twelve (12) months.

When Service is discontinued prior to the expiration of the minimum period, charges are applicable whether the Service is used or not. The applicable charge will be 50% of the total monthly charges at the rate in effect at the time Service is discontinued, for the remainder of the minimum period.

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SECTION 3 – APPLICATION OF RATES (Continued)

3.6 Moves

3.6.1 Moves Within the Same Building

Moves within the same building will incur a charge equal to one-half (1/2) of the nonrecurring charges associated with the moved Service and all associated special construction and material charges for the Service.

3.6.2 Moves To a Different Building

Moves to a different building will incur a charge equal to the nonrecurring charges associated with the moved Service and all associated special construction and material charges for the Service.

SECTION 3 – APPLICATION OF RATES (Continued)

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SECTION 3 – APPLICATION OF RATES (Continued)

3.8 Service Order Cancellation Charges

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

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SECTION 4 –PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE

4.1 Service Description

(AT) Effective September 30, 2011, PremierSERV℠ Asynchronous Transfer Mode (ATM) services defined in this section 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 non-expired contract past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013. Existing customers who do not extend an existing non-expired contract will continue with this service on a month-to-month basis until the service is discontinued on at least 30 days prior notice by the customer or by the Company. (AT)

PremierSERV℠ Asynchronous Transfer Mode (ATM) Service is a fast packet, cell-based technology that can support data and video applications requiring high bandwidth, high performance transport and switching. ATM Service will allow customers who have requirements for high-speed connectivity to interconnect their multiple locations. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.

4.2 Service Components

4.2.1 User Network Interface (UNI) Port and Access

UNI Port and Access connects the customer to the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3c speeds. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

UNI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing UNI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

4.2.2 User Network Interface (UNI) Port Only

UNI Port Only provides the customer a port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port Only is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3.

(RT) **SECTION 4 –PremierSERV[SM] ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**

4.1 Service Description

(RT) PremierSERV[SM] Asynchronous Transfer Mode (ATM) Service is a fast packet, cell-based technology that can support data and video applications requiring high bandwidth, high performance transport and switching. ATM Service will allow customers who have requirements for high-speed connectivity to interconnect their multiple locations. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.

4.2 Service Components

4.2.1 User Network Interface (UNI) Port and Access

UNI Port and Access connects the customer to the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3c speeds. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

UNI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing UNI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

4.2.2 User Network Interface (UNI) Port Only

UNI Port Only provides the customer a port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port Only is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3. When UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

4.2.3 Inverse Multiplexing over ATM (IMA) UNI Port and Access

IMA UNI Port and Access provides inverse multiplexing of an ATM cell stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. IMA UNI Port and Access is based upon the standards defined UNI signaling protocol.

(CT) **SECTION 4 – SBC PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**

4.1 Service Description

(CT) SBC PremierSERV℠ Asynchronous Transfer Mode (ATM) Service is a fast packet, cell-based technology that can support data and video applications requiring high bandwidth, high performance transport and switching. ATM Service will allow customers who have requirements for high-speed connectivity to interconnect their multiple locations. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.

4.2 Service Components

4.2.1 User Network Interface (UNI) Port and Access

UNI Port and Access connects the customer to the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3c speeds. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

UNI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing UNI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

4.2.2 User Network Interface (UNI) Port Only

UNI Port Only provides the customer a port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port Only is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3. When UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

4.2.3 Inverse Multiplexing over ATM (IMA) UNI Port and Access

IMA UNI Port and Access provides inverse multiplexing of an ATM cell stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. IMA UNI Port and Access is based upon the standards defined UNI signaling protocol.

SECTION 4 – ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE

4.1 Service Description

Asynchronous Transfer Mode (ATM) Service is a fast packet, cell-based technology that can support data and video applications requiring high bandwidth, high performance transport and switching. ATM Service will allow customers who have requirements for high-speed connectivity to interconnect their multiple locations. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.

4.2 Service Components

4.2.1 User Network Interface (UNI) Port and Access

UNI Port and Access connects the customer to the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3c speeds. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

UNI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing UNI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

4.2.2 User Network Interface (UNI) Port Only

UNI Port Only provides the customer a port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port Only is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3. When UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

4.2.3 Inverse Multiplexing over ATM (IMA) UNI Port and Access

IMA UNI Port and Access provides inverse multiplexing of an ATM cell stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. IMA UNI Port and Access is based upon the standards defined UNI signaling protocol.

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SECTION 4 –PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE
(Continued)

4.2 Service Components (Continued)

(MT) 4.2.2 User Network Interface (UNI) Port Only (Cont'd)
When UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

4.2.3 Inverse Multiplexing over ATM (IMA) UNI Port and Access

IMA UNI Port and Access provides inverse multiplexing of an ATM cell stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. IMA UNI Port and Access is based upon the
(MT) standards defined UNI signaling protocol.

4.2.4 Inverse Multiplexing over ATM (IMA) UNI Port Only

IMA UNI Port Only provides the customer an IMA port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. When IMA UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. IMA UNI Port Only is provided over two (2) to eight (8) physical DS1s.

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

B-ICI Port and Access connects the customer to the Company's ATM network, based upon the standards defined B-ICI signaling protocol. B-ICI Port and Access allows customer networks to interconnect to the Company ATM network. B-ICI Port and Access is available at DS1, DS3, OC-3c and OC-12c speeds. Each B-ICI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

B-ICI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing B-ICI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

4.2.6 Broadband ISDN Inter-Carrier Interface (B-ICI) Port Only

B-ICI Port Only provides the customer a port connection into the Company's ATM network based upon the standards defined B-ICI signaling protocol.

(AT) MT- Material previously located on page 39.

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(RT) **SECTION 4 –PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.2 Service Components (Continued)

4.2.4 Inverse Multiplexing over ATM (IMA) UNI Port Only

IMA UNI Port Only provides the customer an IMA port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. When IMA UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. IMA UNI Port Only is provided over two (2) to eight (8) physical DS1s.

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

B-ICI Port and Access connects the customer to the Company's ATM network, based upon the standards defined B-ICI signaling protocol. B-ICI Port and Access allows customer networks to interconnect to the Company ATM network. B-ICI Port and Access is available at DS1, DS3, OC-3c and OC-12c speeds. Each B-ICI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

B-ICI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing B-ICI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

4.2.6 Broadband ISDN Inter-Carrier Interface (B-ICI) Port Only

B-ICI Port Only provides the customer a port connection into the Company's ATM network based upon the standards defined B-ICI signaling protocol. B-ICI Port Only is available at DS1, DS3, OC-3c and OC-12c speeds. When B-ICI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each B-ICI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

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(CT) **SECTION 4 – SBC PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.2 Service Components (Continued)

4.2.4 Inverse Multiplexing over ATM (IMA) UNI Port Only

IMA UNI Port Only provides the customer an IMA port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. When IMA UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. IMA UNI Port Only is provided over two (2) to eight (8) physical DS1s.

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B-ICI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing B-ICI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

4.2.6 Broadband ISDN Inter-Carrier Interface (B-ICI) Port Only

B-ICI Port Only provides the customer a port connection into the Company's ATM network based upon the standards defined B-ICI signaling protocol. B-ICI Port Only is available at DS1, DS3, OC-3c and OC-12c speeds. When B-ICI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each B-ICI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

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4.2 Service Components (Continued)

4.2.4 Inverse Multiplexing over ATM (IMA) UNI Port Only

IMA UNI Port Only provides the customer an IMA port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. When IMA UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. IMA UNI Port Only is provided over two (2) to eight (8) physical DS1s.

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B-ICI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing B-ICI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

4.2.6 Broadband ISDN Inter-Carrier Interface (B-ICI) Port Only

B-ICI Port Only provides the customer a port connection into the Company's ATM network based upon the standards defined B-ICI signaling protocol. B-ICI Port Only is available at DS1, DS3, OC-3c and OC-12c speeds. When B-ICI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each B-ICI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

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SECTION 4 –PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE
(Continued)

4.2 Service Components (Continued)

(MT) 4.2.6 Broadband ISDN Inter-Carrier Interface (B-ICI) Port Only (Cont"d)

B-ICI Port Only is available at DS1, DS3, OC-3c and OC-12c speeds. When B-ICI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each B-ICI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected. (MT)

4.2.7 Circuit Emulation Service (CES) Port Only

CES Port Only provides the customer a Time Division Multiplexing (TDM) port connection into the Company's ATM network. CES Port Only provides the capability of directly connecting a TDM interface carrying constant bit rate (CBR) traffic over ATM networks. It is the customer's responsibility to obtain the TDM transport component of the service to the public switched telephone network. CES Port Only is to be used in conjunction with CES VCCs.

4.2.8 Permanent Virtual Circuits (PVCs)

PVCs are logical connections between ports that allow data to be sent from one customer location to another. PVCs do not engage capacity when idle, allowing the available capacity to be allocated to other active PVCs that are in need of additional bandwidth. With the exception of Multicasting VCCs, PVCs are duplex (two-way).

When placing an order for Service, customer must specify the following for each PVC:

- PVC Connection Type;
- Traffic Parameter;
- VCC/VPC Type; and
- Quality of Service.

4.2.8.A PVC Connection Types

(1) ATM to ATM
ATM to ATM connects two ATM customer locations.

(2) Frame Relay to ATM Service (FRATM)
FRATM connects two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks.

(AT) MT- Material previously located on page 40.

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(RT) **SECTION 4 –PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.2 Service Components (Continued)

4.2.7 Circuit Emulation Service (CES) Port Only

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(CT) **SECTION 4 – SBC PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.2 Service Components (Continued)

4.2.7 Circuit Emulation Service (CES) Port Only

CES Port Only provides the customer a Time Division Multiplexing (TDM) port connection into the Company's ATM network. CES Port Only provides the capability of directly connecting a TDM interface carrying constant bit rate (CBR) traffic over ATM networks. It is the customer's responsibility to obtain the TDM transport component of the service to the public switched telephone network. CES Port Only is to be used in conjunction with CES VCCs.

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- Traffic Parameter;
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(1) ATM to ATM

ATM to ATM connects two ATM customer locations.

(2) Frame Relay to ATM Service (FRATM)

FRATM connects two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks.

SECTION 4 – ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Continued)

4.2 Service Components (Continued)

4.2.7 Circuit Emulation Service (CES) Port Only

CES Port Only provides the customer a Time Division Multiplexing (TDM) port connection into the Company's ATM network. CES Port Only provides the capability of directly connecting a TDM interface carrying constant bit rate (CBR) traffic over ATM networks. It is the customer's responsibility to obtain the TDM transport component of the service to the public switched telephone network. CES Port Only is to be used in conjunction with CES VCCs.

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- Traffic Parameter;
- VCC/VPC Type; and
- Quality of Service.

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(RT) **SECTION 4 –PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.B Traffic Parameters

The customer must choose the traffic parameters available for each PVC selected. Traffic parameters represent priorities given to cell transmissions, sensitivity of cells to delay variation and loss within the network. Traffic Shaping is a flow control functionality that must be enabled on the customer premises equipment to ensure the customer's data traffic transmission rate does not violate the customer's chosen traffic parameters.

(1) Peak Information Rate (PIR)

The PIR designates an upper limit that the traffic information rate may not exceed. PIR is expressed in Kbps or Mbps. Traffic that exceeds the PIR value will be discarded from the network for all Quality of Service types.

(2) Sustainable Information Rate (SIR)

The Sustainable Information Rate (SIR) specifies the "average" traffic rate that is transmitted and received. SIR is expressed in Kbps or Mbps.

(3) Maximum Burst Size (MBS)

MBS specifies the maximum number of cells per second (cps) that can be transmitted at the PIR. The MBS default is 32cps.

4.2.8.C PVC Types

(1) Virtual Channel Connection (VCC)

Logical connection between one ATM switch port and another switch port. The VCC allows exchange of information in the form of fixed cells at variable rates. Company configures and maintains the individual VCCs within the ATM connection.

(2) Virtual Path Connection (VPC)

A group of logical connections between one ATM switch port and another ATM switch port. A VPC connection is typically used to route multiple customer defined VCCs as a group. It is the responsibility of the customer to configure and maintain the individual VCCs within a VPC connection.

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(CT) **SECTION 4 – SBC PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.B Traffic Parameters

The customer must choose the traffic parameters available for each PVC selected. Traffic parameters represent priorities given to cell transmissions, sensitivity of cells to delay variation and loss within the network. Traffic Shaping is a flow control functionality that must be enabled on the customer premises equipment to ensure the customer's data traffic transmission rate does not violate the customer's chosen traffic parameters.

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(3) Maximum Burst Size (MBS)

MBS specifies the maximum number of cells per second (cps) that can be transmitted at the PIR. The MBS default is 32cps.

4.2.8.C PVC Types

(1) Virtual Channel Connection (VCC)

Logical connection between one ATM switch port and another switch port. The VCC allows exchange of information in the form of fixed cells at variable rates. Company configures and maintains the individual VCCs within the ATM connection.

(2) Virtual Path Connection (VPC)

A group of logical connections between one ATM switch port and another ATM switch port. A VPC connection is typically used to route multiple customer defined VCCs as a group. It is the responsibility of the customer to configure and maintain the individual VCCs within a VPC connection.

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SECTION 4 – ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.B Traffic Parameters

The customer must choose the traffic parameters available for each PVC selected. Traffic parameters represent priorities given to cell transmissions, sensitivity of cells to delay variation and loss within the network. Traffic Shaping is a flow control functionality that must be enabled on the customer premises equipment to ensure the customer's data traffic transmission rate does not violate the customer's chosen traffic parameters.

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The PIR designates an upper limit that the traffic information rate may not exceed. PIR is expressed in Kbps or Mbps. Traffic that exceeds the PIR value will be discarded from the network for all Quality of Service types.

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The Sustainable Information Rate (SIR) specifies the "average" traffic rate that is transmitted and received. SIR is expressed in Kbps or Mbps.

(3) Maximum Burst Size (MBS)

MBS specifies the maximum number of cells per second (cps) that can be transmitted at the PIR. The MBS default is 32cps.

4.2.8.C PVC Types

(1) Virtual Channel Connection (VCC)

Logical connection between one ATM switch port and another switch port. The VCC allows exchange of information in the form of fixed cells at variable rates. Company configures and maintains the individual VCCs within the ATM connection.

(2) Virtual Path Connection (VPC)

A group of logical connections between one ATM switch port and another ATM switch port. A VPC connection is typically used to route multiple customer defined VCCs as a group. It is the responsibility of the customer to configure and maintain the individual VCCs within a VPC connection.

(RT) **SECTION 4 –PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.D VCC/VPC Types

(1) Standard VCC/VPC

Standard VCCs/VPCs are utilized in typical ATM networks to provide logical connections between two ports.

(2) Circuit Emulation Service (CES) VCC

CES VCCs provide logical connection between a CES port and another ATM port. CES VCC is to be used in conjunction with CES Port Only. CES VCCs are always provisioned with CBR Quality of Service and a PIR traffic parameter of 1.755 Mbps. A CES DS1 VCC cannot be provisioned to an ATM DS1 UNI Port.

(3) Frame Relay to ATM Service (FRATM) VCC

A FRATM VCC is established to connect two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks. The FRATM VCC can be provisioned with either of the following Quality of Service options:
- VBR-nrt Quality of Service on the ATM portion of the service and Priority Quality of Service on the Frame Relay portion;
- A FRATM VCC with the VBR-nrt Standard option is priced based upon the ATM SIR value selected. A FRATM VC with the VBR-rt/Priority option is priced based upon the ATM PIR value selected..

(4) Disaster Recovery VCC/VPC

Disaster Recovery VCCs/VPCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided ATM/Frame Relay Port.

Disaster Recovery VCCs/VPCs are provisioned based upon an initial order from the customer and pre-configured in the ATM switch, but set to a disabled mode. Customer must initiate VCC activation with Company and necessary third party vendors.

SECTION 4 – SBC PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE
(Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.D VCC/VPC Types

(1) Standard VCC/VPC

Standard VCCs/VPCs are utilized in typical ATM networks to provide logical connections between two ports.

(2) Circuit Emulation Service (CES) VCC

CES VCCs provide logical connection between a CES port and another ATM port. CES VCC is to be used in conjunction with CES Port Only. CES VCCs are always provisioned with CBR Quality of Service and a PIR traffic parameter of 1.755 Mbps. A CES DS1 VCC cannot be provisioned to an ATM DS1 UNI Port.

(3) Frame Relay to ATM Service (FRATM) VCC

(AT) A FRATM VCC is established to connect two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks. The FRATM VCC can be provisioned with either of the following Quality of Service options:
- VBR-nrt Quality of Service on the ATM portion of the service and Priority Quality of Service on the Frame Relay portion;
- A FRATM VCC with the VBR-nrt Standard option is priced based upon the ATM SIR value selected. A FRATM VC with the VBR-rt/Priority option is priced based upon the ATM PIR value selected..

(AT)
(RT)

(4) Disaster Recovery VCC/VPC

(AT)

(AT) Disaster Recovery VCCs/VPCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided ATM/Frame Relay Port.

(AT) Disaster Recovery VCCs/VPCs are provisioned based upon an initial order from the customer and pre-configured in the ATM switch, but set to a disabled mode. Customer must initiate VCC activation with Company and necessary third party vendors.

(CT) **SECTION 4 – SBC PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.D VCC/VPC Types

(1) Standard VCC/VPC

Standard VCCs/VPCs are utilized in typical ATM networks to provide logical connections between two ports.

(2) Circuit Emulation Service (CES) VCC

CES VCCs provide logical connection between a CES port and another ATM port. CES VCC is to be used in conjunction with CES Port Only. CES VCCs are always provisioned with CBR Quality of Service and a PIR traffic parameter of 1.755 Mbps. A CES DS1 VCC cannot be provisioned to an ATM DS1 UNI Port.

(3) Frame Relay to ATM Service (FRATM) VCC

A FRATM VCC is established to connect two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks. The FRATM VCC is provisioned with VBR-nrt Quality of Service on the ATM portion, and Standard Quality of Service on the Frame Relay portion.

(4) Disaster Recovery VCC

Disaster Recovery VCCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided ATM/Frame Relay Port.

Disaster Recovery VCCs are provisioned based upon an initial order from the customer and pre-configured in the ATM switch, but set to a disabled mode. Customer must initiate VCC activation with Company and necessary third party vendors.

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SECTION 4 – ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.D VCC/VPC Types

(1) Standard VCC/VPC

Standard VCCs/VPCs are utilized in typical ATM networks to provide logical connections between two ports.

(2) Circuit Emulation Service (CES) VCC

CES VCCs provide logical connection between a CES port and another ATM port. CES VCC is to be used in conjunction with CES Port Only. CES VCCs are always provisioned with CBR Quality of Service and a PIR traffic parameter of 1.755 Mbps. A CES DS1 VCC cannot be provisioned to an ATM DS1 UNI Port.

(3) Frame Relay to ATM Service (FRATM) VCC

A FRATM VCC is established to connect two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks. The FRATM VCC is provisioned with VBR-nrt Quality of Service on the ATM portion, and Standard Quality of Service on the Frame Relay portion.

(4) Disaster Recovery VCC

Disaster Recovery VCCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided ATM/Frame Relay Port.

Disaster Recovery VCCs are provisioned based upon an initial order from the customer and pre-configured in the ATM switch, but set to a disabled mode. Customer must initiate VCC activation with Company and necessary third party vendors.

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(RT)

SECTION 4 –PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE
(Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.D VCC/VPC Types (Continued)

(5) Alternate Routing VCC/VPC

Alternate Routing VCCs/VPCs provide a logical connection to an alternate host location processor/server in the event of an outage at the primary location. Alternate Routing VCCs/VPCs are to be utilized in the event of an outage at the primary location only, not day-to-day use. Alternate Routing VCCs/VPCs are provisioned based upon an initial order from the customer and available at all times. The remote customer location is provisioned with two active VCCs/VPCs, one end to the primary customer location and one end to the backup customer location.

(6) Multicasting VCC

Multicasting VCCs are used to communicate uni-directionally from one location to many locations. It allows customer premises equipment to send cells into the Company ATM network over a specially designated Multicast VCC. The cells are replicated and sent across various VCCs defined on the same port as the Multicast VCC. Multicast VCCs are used in conjunction with the VBR-nrt Quality of Service and SIR traffic parameter.

4.2.8.E Quality of Service (QoS)

The PVC Quality of Service required is based upon the traffic parameter selected.

(1) Constant Bit Rate (CBR)

CBR supports the transmission of a continuous flow of user information required to support applications where variable delays in transmission could negatively impact the streaming information content. CBR is the highest priority traffic on the network. Examples of applications requiring CBR are video and data streaming. When choosing CBR, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) Traffic Parameters.

SECTION 4 – SBC PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE
(Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.D VCC/VPC Types (Continued)

(AT) (5) Alternate Routing VCC/VPC

(AT) (AT) (AT) (AT) Alternate Routing VCCs/VPCs provide a logical connection to an alternate host location processor/server in the event of an outage at the primary location. Alternate Routing VCCs/VPCs are to be utilized in the event of an outage at the primary location only, not day-to-day use. Alternate Routing VCCs/VPCs are provisioned based upon an initial order from the customer and available at all times. The remote customer location is provisioned with two active VCCs/VPCs, one end to the primary customer location and one end to the backup customer location.

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(CT) **SECTION 4 – SBC PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.D VCC/VPC Types (Continued)

(5) Alternate Routing VCC

Alternate Routing VCCs provide a logical connection to an alternate host location processor/server in the event of an outage at the primary location. Alternate Routing VCCs are to be utilized in the event of an outage at the primary location only, not day-to-day use. Alternate Routing VCCs are provisioned based upon an initial order from the customer and available at all times. The remote customer location is provisioned with two active VCCs, one end to the primary customer location and one end to the backup customer location.

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Multicasting VCCs are used to communicate uni-directionally from one location to many locations. It allows customer premises equipment to send cells into the Company ATM network over a specially designated Multicast VCC. The cells are replicated and sent across various VCCs defined on the same port as the Multicast VCC. Multicast VCCs are used in conjunction with the VBR-nrt Quality of Service and SIR traffic parameter.

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SECTION 4 – ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.D VCC/VPC Types (Continued)

(5) Alternate Routing VCC

Alternate Routing VCCs provide a logical connection to an alternate host location processor/server in the event of an outage at the primary location. Alternate Routing VCCs are to be utilized in the event of an outage at the primary location only, not day-to-day use. Alternate Routing VCCs are provisioned based upon an initial order from the customer and available at all times. The remote customer location is provisioned with two active VCCs, one end to the primary customer location and one end to the backup customer location.

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Multicasting VCCs are used to communicate uni-directionally from one location to many locations. It allows customer premises equipment to send cells into the Company ATM network over a specially designated Multicast VCC. The cells are replicated and sent across various VCCs defined on the same port as the Multicast VCC. Multicast VCCs are used in conjunction with the VBR-nrt Quality of Service and SIR traffic parameter.

4.2.8.E Quality of Service (QoS)

The PVC Quality of Service required is based upon the traffic parameter selected.

(1) Constant Bit Rate (CBR)

CBR supports the transmission of a continuous flow of user information required to support applications where variable delays in transmission could negatively impact the streaming information content. CBR is the highest priority traffic on the network. Examples of applications requiring CBR are video and data streaming. When choosing CBR, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) Traffic Parameters.

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(RT) **SECTION 4 –PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.E Quality of Service (QoS) (Continued)

(2) Variable Bit Rate - real time (VBR-rt)

VBR-rt supports traffic transmission levels for applications where the PVC requires low cell deviation. Such applications could include variable bit rate video compression and packet voice and video, which are somewhat tolerant of delay. When choosing VBR-rt, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters.

(3) Variable Bit Rate - non real time (VBR-nrt)

VBR-nrt supports traffic transmission levels for applications where the PVC can tolerate larger cell delay variation than VBR-rt. Such applications could include data file transfers. When choosing VBR-nrt, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters.

(4) Unspecified Bit Rate (UBR)

UBR supports the transmission of a continuous bit stream of traffic for delay-tolerant applications such as data file transfers. When choosing UBR, customer must specify the Peak Information Rate (PIR) traffic parameter. The PIR value cannot be greater than the port speed. Customers wishing to oversubscribe may purchase additional UBR connections.

(CT) **SECTION 4 – SBC PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.E Quality of Service (QoS) (Continued)

(2) Variable Bit Rate - real time (VBR-rt)

VBR-rt supports traffic transmission levels for applications where the PVC requires low cell deviation. Such applications could include variable bit rate video compression and packet voice and video, which are somewhat tolerant of delay. When choosing VBR-rt, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters.

(3) Variable Bit Rate - non real time (VBR-nrt)

VBR-nrt supports traffic transmission levels for applications where the PVC can tolerate larger cell delay variation than VBR-rt. Such applications could include data file transfers. When choosing VBR-nrt, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters.

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UBR supports the transmission of a continuous bit stream of traffic for delay-tolerant applications such as data file transfers. When choosing UBR, customer must specify the Peak Information Rate (PIR) traffic parameter. The PIR value cannot be greater than the port speed. Customers wishing to oversubscribe may purchase additional UBR connections.

SECTION 4 – ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Continued)

4.2 Service Components (Continued)

4.2.8 Permanent Virtual Circuits (PVCs) (Continued)

4.2.8.E Quality of Service (QoS) (Continued)

(2) Variable Bit Rate - real time (VBR-rt)

VBR-rt supports traffic transmission levels for applications where the PVC requires low cell deviation. Such applications could include variable bit rate video compression and packet voice and video, which are somewhat tolerant of delay. When choosing VBR-rt, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters.

(3) Variable Bit Rate - non real time (VBR-nrt)

VBR-nrt supports traffic transmission levels for applications where the PVC can tolerate larger cell delay variation than VBR-rt. Such applications could include data file transfers. When choosing VBR-nrt, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters.

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UBR supports the transmission of a continuous bit stream of traffic for delay-tolerant applications such as data file transfers. When choosing UBR, customer must specify the Peak Information Rate (PIR) traffic parameter. The PIR value cannot be greater than the port speed. Customers wishing to oversubscribe may purchase additional UBR connections.

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(RT) **SECTION 4 –PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.3 Rates

ATM services will be made available to Customers in a nondiscriminatory manner. Rates for ATM services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

(CT) **SECTION 4 – SBC PremierSERV℠ ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**
(Continued)

4.3 Rates

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SECTION 4 – ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Continued)

4.3 Rates

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SECTION 5 –PremierSERV℠ FRAME RELAY SERVICE

5.1 Service Description

(AT) Effective September 30, 2011, PremierSERV℠ Frame Relay services defined in this section 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 non-expired contract past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013. Existing customers who do not extend an existing non-expired contract will continue with this service on a month-to-month basis until the service is discontinued on at least 30 days prior notice by the customer or by the (AT) Company.

PremierSERV℠ Frame Relay Service (FRS) is a public, metropolitan 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.

5.2 Service Components

5.2.1 User Network Interface (UNI) Port and Access

UNI Port and Access connects the Customer to the Company's FRS network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at various speeds between 56 Kbps and DS3. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

5.2.2 User Network Interface (UNI) Port Only

UNI Port Only provides the Customer a port connection into the Company's FRS network based upon the standards defined UNI signaling protocol. UNI Port Only is available at several speeds between 56 Kbps and DS3. When UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

5.2.3 Multilink UNI Port and Access

Multilink UNI Port and Access provides inverse multiplexing of a frame stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. Multilink UNI Port and Access is based upon the standards defined FRF. 16 UNI signaling protocol.

SECTION 5 –PremierSERV℠ FRAME RELAY SERVICE

5.1 Service Description

(RT) PremierSERV℠ Frame Relay Service (FRS) is a public, metropolitan 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.

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Multilink UNI Port and Access provides inverse multiplexing of a frame stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. Multilink UNI Port and Access is based upon the standards defined FRF. 16 UNI signaling protocol.

5.2.4 Multilink UNI Port Only

Multilink UNI Port Only provides the Customer a Multilink port connection into the Company's FRS network based upon the standards defined UNI signaling protocol. When Multilink UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Multilink UNI Port Only is provided over two (2) to eight (8) physical DS1s.

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SECTION 5 – SBC PremierSERV℠ FRAME RELAY SERVICE

5.1 Service Description

SBC PremiersSERV℠ Frame Relay Service (FRS) is a public, metropolitan 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.

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5.2.1 User Network Interface (UNI) Port and Access

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(AT)

5.2.3 Multilink UNI Port and Access

Multilink UNI Port and Access provides inverse multiplexing of a frame stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. Multilink UNI Port and Access is based upon the standards defined FRF. 16 UNI signaling protocol.

5.2.4 Multilink UNI Port Only

Multilink UNI Port Only provides the Customer a Multilink port connection into the Company's FRS network based upon the standards defined UNI signaling protocol. When Multilink UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Multilink UNI Port Only is provided over two (2) to eight (8) physical DS1s.

(AT)

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(CT)

SECTION 5 – SBC PremierSERV℠ FRAME RELAY SERVICE

5.1 Service Description

(CT)

SBC PremiersSERV℠ Frame Relay Service (FRS) is a public, metropolitan 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.

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SECTION 5 – FRAME RELAY SERVICE

5.1 Service Description

Frame Relay Service (FRS) is a public, metropolitan 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.

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SECTION 5 –PremierSERV℠ FRAME RELAY SERVICE (Continued)

5.2 Service Components (Continued)

(MT)

5.2.4 Multilink UNI Port Only

Multilink UNI Port Only provides the Customer a Multilink port connection into the Company's FRS network based upon the standards defined UNI signaling protocol. When Multilink UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Multilink UNI Port Only is provided over two (2) to eight (8) physical DS1s.

(MT)

5.2.5 Network to Network Interface (NNI) Port and Access

NNI Port and Access connects the Customer to the Company's FRS network, based upon the standards defined NNI signaling protocol. NNI Port and Access is available at DS1 and DS3 speeds. Each NNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

5.2.6 Network to Network Interface (NNI) Port Only

NNI Port Only provides the Customer a port connection into the Company's FRS network based upon the standards defined NNI signaling protocol. NNI Port Only is available at DS1 and DS3 speeds. When NNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Each NNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

(AT) MT- Material previously located on page 47.

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SECTION 5 –PremierSERV℠ FRAME RELAY SERVICE (Continued)

5.2 Service Components (Continued)

5.2.5 Network to Network Interface (NNI) Port and Access

NNI Port and Access connects the Customer to the Company's FRS network, based upon the standards defined NNI signaling protocol. NNI Port and Access is available at DS1 and DS3 speeds. Each NNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

5.2.6 Network to Network Interface (NNI) Port Only

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SECTION 5 – SBC PremierSERV℠ FRAME RELAY SERVICE (Continued)

5.2 Service Components (Continued)

(FC) **5.2.5 Network to Network Interface (NNI) Port and Access**

NNI Port and Access connects the Customer to the Company's FRS network, based upon the standards defined NNI signaling protocol. NNI Port and Access is available at DS1 and DS3 speeds. Each NNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

(FC) **5.2.6 Network to Network Interface (NNI) Port Only**

NNI Port Only provides the Customer a port connection into the Company's FRS network based upon the standards defined NNI signaling protocol. NNI Port Only is available at DS1 and DS3 speeds. When NNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Each NNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

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(CT) **SECTION 5 – SBC PremierSERV℠ FRAME RELAY SERVICE** (Continued)

5.2 Service Components (Continued)

5.2.3 Network to Network Interface (NNI) Port and Access

NNI Port and Access connects the Customer to the Company's FRS network, based upon the standards defined NNI signaling protocol. NNI Port and Access is available at DS1 and DS3 speeds. Each NNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

5.2.4 Network to Network Interface (NNI) Port Only

NNI Port Only provides the Customer a port connection into the Company's FRS network based upon the standards defined NNI signaling protocol. NNI Port Only is available at DS1 and DS3 speeds. When NNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Each NNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

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SECTION 5 – FRAME RELAY SERVICE (Continued)

Service Commission

5.2 Service Components (Continued)

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Missouri Public

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Service Commission

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SECTION 5 –PremierSERV℠ FRAME RELAY SERVICE (Continued)

5.2 Service Components (Continued)

5.2.7 Permanent Virtual Circuits (PVCs)

PVCs are logical connections between two (2) ports that allow data to be sent from one Customer location to another. PVCs do not engage capacity when idle, allowing the available capacity to be allocated to other active PVCs that are in need of additional bandwidth. PVCs are duplex (two-way).

Each PVC type is assigned a Committed Information Rate (CIR). CIR is the rate in Kbps or Mbps at which the Company commits to transfer user data under normal conditions.

A PVC may exceed its assigned CIR when transmitting a large file or volume of information. This condition is known as bursting. Excess capacity must be available on the port connection for bursting to occur. Bursting cannot exceed the port speed.

When placing an order for Service, customer must specify the following for each PVC:

- PVC Connection Type;
- PVC Type; and
- Quality of Service.

PVCs purchased from this Section of Frame Relay Service must have at least one associated Port purchased from this Section as well.

5.2.7.A PVC Connection Types

(1) Frame Relay to Frame Relay

Frame Relay to Frame Relay connects two Frame Relay customer locations.

(2) Frame Relay to ATM Service (FRATM)

FRATM connects two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks.

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SECTION 5 – SBC PremierSERV℠ FRAME RELAY SERVICE (Continued)

5.2 Service Components (Continued)

(FC) **5.2.7 Permanent Virtual Circuits (PVCs)**

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(CT) **SECTION 5 – SBC PremierSERV℠ FRAME RELAY SERVICE (Continued)**

5.2 Service Components (Continued)

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SECTION 5 – FRAME RELAY SERVICE (Continued)

5.2 Service Components (Continued)

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SECTION 5 –PremierSERV℠ FRAME RELAY SERVICE (Continued)

5.2 Service Components (Continued)

5.2.7 Permanent Virtual Circuits (PVCs) (Continued)

5.2.7.B PVC Types

(1) Standard PVC

Standard PVCs are utilized in typical Frame Relay networks to provide logical connections between two ports.

(2) Disaster Recovery PVC

Disaster Recovery PVCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided Frame Relay Port.

The Disaster Recovery PVC is provisioned based upon an initial order from the Customer and pre-configured in the Frame Relay switch, but set to a disabled mode. Customer must initiate PVC activation with Company and necessary third party vendors.

(3) Alternate Routing PVCs

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

The Alternate Routing PVC is provisioned based upon an initial order from the Customer and available at all times. The remote Customer location is provisioned with two active PVCs, one end to the primary Customer location and one end to the backup Customer location.

5.2.7.C PVC Quality of Service (QoS)

(1) Standard

Standard QoS is available for Frame Relay applications that contain bursty traffic.

(2) Priority

Priority QoS offers reduced delay and packet loss between end-points.

SECTION 5 – SBC PremierSERV℠ FRAME RELAY SERVICE (Continued)

5.2 Service Components (Continued)

(FC) **5.2.7 Permanent Virtual Circuits (PVCs) (Continued)**

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(CT) **SECTION 5 – SBC PremierSERV℠ FRAME RELAY SERVICE** (Continued)

5.2 Service Components (Continued)

5.2.5 Permanent Virtual Circuits (PVCs) (Continued)

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SECTION 5 – FRAME RELAY SERVICE (Continued)

5.2 Service Components (Continued)

5.2.5 Permanent Virtual Circuits (PVCs) (Continued)

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SECTION 5 –PremierSERV℠ FRAME RELAY SERVICE (Continued)

5.3 Rates

Frame Relay Services will be made available to Customers in a nondiscriminatory manner. Rates for Frame Relay services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

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(CT) **SECTION 5 – SBC PremierSERV℠ FRAME RELAY SERVICE** (Continued)

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SECTION 5 – FRAME RELAY SERVICE (Continued)

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SECTION 6 – PROMOTIONS

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

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SECTION 7 – SPECIAL CONSTRUCTION

7.1 Regulations

7.1.1 When special construction of facilities is required, the provisions of this section apply in addition to all regulations, rates, and charges set forth in the appropriate service section.

7.1.2 When special construction of facilities is required, the provisions of this section apply in addition to all regulations, rates, and charges set forth in the appropriate service section.

7.1.3 Special construction is required if 1) facilities or equipment is not available to meet an order for Service and Company or its vendors must construct facilities; 2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which Company would normally utilize in providing the requested Service; or 3) Customer requests construction be expedited resulting in added cost to Company.

7.1.4 Special construction charges will be developed based on estimated costs.

7.1.5 Written Customer approval of all special construction charges must be provided to Company prior to start of construction.

7.1.6 For Services provided on a month to month basis, Customer must pay all special construction charges upfront before Company will begin special construction.

7.1.7 If Customer fails to pay special construction charges due, refusal and discontinuance of the Services using the specially constructed facilities shall be in accordance with the appropriate regulations under which the Service is being provided.

7.1.8 Rates, charges and liabilities for special construction to provide facilities for use are following.

SECTION 7 – SPECIAL CONSTRUCTION (Continued)

7.2 Charges

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