No Supplement to this tariff will be issued except for the purpose of canceling this tariff.

SBC GIGAMAN[SM] SERVICE

1. General Description

SBC GigaMAN (Gigabit Metro Area Network) Service is an intraLATA dedicated high capacity channel limited to the transport of data signals between customer stations. GigaMAN provides for the transmission of data at a discrete bit rate of 1 Gigabit per second (Gbps) in Ethernet format (Ethernet IEEE 802.3). GigaMAN is available in a point to point (premise to premise) configuration.

(AT)
(AT) GigaMAN Service can be used to seamlessly extend customer local area networks to off-site locations such as data centers, storage locations or satellite office locations within the same metro area. Applications that could be used with GigaMAN Service include medical imaging, transport, CAD/CAM file transfer, telemedicine and business continuity transport.

(AT)
(AT) A central office-based mid-span repeater may be required to connect two customer locations, based on the end-to-end distance between these locations. This network function is subject to additional charges, as described below in **Rates and Charges.**

This service is competitively classified.

2. Regulations

In addition to the regulations contained in this tariff, the following regulations apply to GigaMAN.

2.1 This service is available to customers in those LATAs served by and within the service territories of Southwestern Bell Telephone Company (SWBT) only.

2.2 The services provided for GigaMAN are primarily designed to meet the private line communications requirements of business customers, i.e., non-interexchange carriers, and the regulations herein reflect reasonable support on the part of SWBT in assisting the customer in the ordering and provisioning of private line services. This assistance includes, but is not limited to, advice as to which private line service best meets the customer's requirements, taking into consideration the customer's present and future communications needs. In addition, SWBT will continue to assist and advise the customer and cooperatively respond to the requirements of the customer until such time as the private line service is discontinued. The aforementioned level of assistance is considered to be part of the private line service offering and will be provided at no additional charge.

(MT)
(MT)

GigaMAN is a service mark of SBC Communications, Inc.

Issued: July 5, 2002

Effective: August 5, 2002

By CINDY BRINKLEY, President-Missouri
Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company
St. Louis, Missouri

SBC GIGAMAN[sm] SERVICE

1. General Description

SBC GigaMAN (Gigabit Metro Area Network) Service is an intraLATA dedicated high capacity channel limited to the transport of data signals between customer stations. GigaMAN provides for the transmission of data at a discrete bit rate of 1 Gigabit per second (Gbps) in Ethernet format (Ethernet IEEE 802.3). GigaMAN is available in a point to point (premise to premise) configuration.

GigaMAN may be used to provide Local Area Network (LAN) to LAN interconnection service through a transparent, native rate, interface. Interface technical specifications are found under paragraph 4 of this section.

(AT) This service is competitively classified.

2. Regulations

In addition to the regulations contained in this tariff, the following regulations apply to GigaMAN.

2.1 This service is available to customers in those LATAs served by and within the service territories of Southwestern Bell Telephone Company (SWBT) only.

2.2 The services provided for GigaMAN are primarily designed to meet the private line communications requirements of business customers, i.e., non-interexchange carriers, and the regulations herein reflect reasonable support on the part of SWBT in assisting the customer in the ordering and provisioning of private line services. This assistance includes, but is not limited to, advice as to which private line service best meets the customer's requirements, taking into consideration the customer's present and future communications needs. In addition, SWBT will continue to assist and advise the customer and cooperatively respond to the requirements of the customer until such time as the private line service is discontinued. The aforementioned level of assistance is considered to be part of the private line service offering and will be provided at no additional charge.

2.3 A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company results in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Telephone Company and the Company confirms that continuity has been lost, and ends when the service is operative.

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

SBC GIGAMAN℠ SERVICE

1. General Description

SBC GigaMAN (Gigabit Metro Area Network) Service is an intraLATA dedicated high capacity channel limited to the transport of data signals between customer stations. GigaMAN provides for the transmission of data at a discrete bit rate of 1 Gigabit per second (Gbps) in Ethernet format (Ethernet IEEE 802.3). GigaMAN is available in a point to point (premise to premise) configuration.

GigaMAN may be used to provide Local Area Network (LAN) to LAN interconnection service through a transparent, native rate, interface. Interface technical specifications are found under paragraph 4 of this section.

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In addition to the regulations contained in this tariff, the following regulations apply to GigaMAN.

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2.2 The services provided for GigaMAN are primarily designed to meet the private line communications requirements of business customers, i.e., non-interexchange carriers, and the regulations herein reflect reasonable support on the part of SWBT in assisting the customer in the ordering and provisioning of private line services. This assistance includes, but is not limited to, advice as to which private line service best meets the customer's requirements, taking into consideration the customer's present and future communications needs. In addition, SWBT will continue to assist and advise the customer and cooperatively respond to the requirements of the customer until such time as the private line service is discontinued. The aforementioned level of assistance is considered to be part of the private line service offering and will be provided at no additional charge.

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In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

SBC GIGAMAN[SM] SERVICE

2. Regulations (cont'd)

(MT) 2.3 A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company results in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Telephone Company and the Company confirms that continuity has been lost, and ends when the service is operative.

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% (MT) of the applicable monthly rates.

The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental order, civil commotion, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

3. Provision of Service

3.1 The customer interface to GigaMAN is at the Node Service site. Interface specifications are as specified in the SBC Technical Specifications Packages listed in Paragraph 5.

3.2 The customer provided equipment must deliver the data signals for GigaMAN transport within the industry specification for the subscribed data service.

3.3 GigaMAN provides physical layer transport only. The Company assumes no responsibility for the through transmission of signals generated by CPE, for the quality of or defects in such transmission, for the reception of signals by CPE, or address signaling to the extent addressing is performed by CPE. Error detection and correction of data generated by CPE is the customer's responsibility.

(MT)

(MT)

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

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SBC GIGAMAN[SM] SERVICE

2. Regulations (cont'd)

2.3 (cont'd)

The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental order, civil commotion, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

3. Provision of Service

3.1 The customer interface to GigaMAN is at the Node Service site. Interface specifications are as specified in the SBC Technical Specifications Packages listed in Paragraph 5.

3.2 The customer provided equipment must deliver the data signals for GigaMAN transport within the industry specification for the subscribed data service.

3.3 GigaMAN provides physical layer transport only. The Company assumes no responsibility for the through transmission of signals generated by CPE, for the quality of or defects in such transmission, for the reception of signals by CPE, or address signaling to the extent addressing is performed by CPE. Error detection and correction of data generated by CPE is the customer's responsibility.

3.4 GigaMAN is designed to provide connectivity at the discrete bit rate of 1 Gbps. The service is considered interrupted when the customer reports to the Company and the Company confirms that continuity has been lost.

3.5 SBC GigaMAN Service is limited to a distance of approximately 50 route kilometers or less, or a maximum fiber optic loss between nodes of 29dB.

4. Channel Types

- 1 Gbps GigaMAN channel: an intraLATA dedicated high capacity channel, limited to the transport of data signals between customer stations. GigaMAN provides for the transmission of data at a discrete bit rate of 1 Gigabit per second (Gbps) in Ethernet format (Ethernet IEEE 802.3).

SBC GIGAMAN[SM] SERVICE

(MT) **3. Provision of Service (cont'd)**

3.4 GigaMAN is designed to provide connectivity at the discrete bit rate of 1 Gbps. The service is considered interrupted when the customer reports to the Company and the Company confirms (MT) that continuity has been lost.

(CT) 3.5 The provision of GigaMAN Service is subject to the availability and operational limitations of the equipment and associated facilities. In the event that suitable facilities are not available, or modifications to existing facilities are required. Special Construction charges may be applicable (CT) as set forth in Section 1, Paragraph 1.4.4 of the Digital Link Service Tariff.

(MT) **4. Channel Types**

- 1 Gbps GigaMAN channel: an intraLATA dedicated high capacity channel, limited to the transport of data signals between customer stations. GigaMAN provides for the transmission of data at a discrete bit rate of 1 Gigabit per second (Gbps) in Ethernet format (Ethernet IEEE (MT) 802.3).

5. Technical Specification Packages

Technical specifications for SBC GigaMAN Service are described in the following technical references:

(CT) GigaMAN - Gigabit Metropolitan Area Network SBC 002-200-033

These publications may be obtained from:

SBC Technical Information Resource Management
2000 West Ameritech Center Drive
3B72E
Hoffman Estates, Illinois 60196

(MT)

(MT)

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

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SBC GIGAMAN[SM] SERVICE

5. Technical Specification Packages

Technical specifications for SBC GigaMAN Service are described in the following technical references:

Network Interface Specifications - AM-TR-NISS-000104

These publications may be obtained from:

SBC Technical Information Resource Management
2000 West Ameritech Center Drive
3B72E
Hoffman Estates, Illinois 60196

6. Service Components

There are two basic rate elements, which may apply to GigaMAN service:
- Local Distribution Channel
- Interoffice Channel Mileage

6.1 Local Distribution Channel

The local distribution channel is the channel between a customer's premises and the SWBT serving wire center that normally provides service to that customer's premises.

6.2 Interoffice Channel Mileage

Interoffice channel mileage is defined as the component of the service between two SWBT serving wire centers, between a serving wire center and a SWBT-designated digital hub, or between digital or NRS hubs. The serving wire centers may be located in the same exchange area, as in a multi-office metropolitan exchange, or may be located in different exchange areas.

Interoffice channel mileage charges include a fixed charge, and a per mile charge, which is based on the vertical and horizontal (V-H) distance between serving wire centers, a serving wire center and a digital hub, between digital or NRS hubs, or between exchanges, measured in whole miles. Fractional miles are rounded to the next whole mile.

V-H coordinates for serving wire centers and designed digital and NRS hubs can be found in the National Exchange Carrier Association, Inc. (NECA) Wire Center Information Tariff.

SBC GIGAMAN[SM] SERVICE

(MT) **6. Service Components**

(CT) There are three basic rate elements, which may apply to GigaMAN Service:
- Local Distribution Channel
- Interoffice Channel Mileage
(AT) - Mid-span Repeater

6.1 Local Distribution Channel

The local distribution channel is the channel between a customer's premises and the SWBT serving wire center that normally provides service to that customer's premises.

6.2 Interoffice Channel Mileage

Interoffice channel mileage is defined as the component of the service between two SWBT serving wire centers, between a serving wire center and a SWBT-designated digital hub, or between digital or NRS hubs. The serving wire centers may be located in the same exchange area, as in a multi-office metropolitan exchange, or may be located in different exchange areas. Interoffice channel mileage charges include a fixed charge, and a per mile charge, which is based on the vertical and horizontal (V-H) distance between serving wire centers, a serving wire center and a digital hub, between digital or NRS hubs, or between exchanges, measured in whole miles. Fractional miles are rounded to the next whole mile.

V-H coordinates for serving wire centers and designed digital and NRS hubs can be found in the
(MT) National Exchange Carrier Association, Inc. (NECA) Wire Center Information Tariff.

(AT) 6.3 Mid-span Repeater

The mid-span Repeater provides for operation of GigaMAN circuits whose end-to-end distance
(AT) between customer locations exceeds current technological constraints.

SBC GIGAMAN[SM] SERVICE

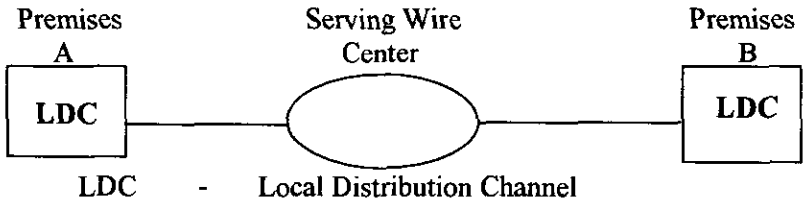
7. Service Configurations

(CT) All basic service configurations provide full duplex transmission. There is one basic type of SBC
(CT) GigaMAN Service configuration: Premise to premise (two-point) Service. GigaMAN Services from a customer data hub location to multiple points, or multiple GigaMAN Services between two customer data hub locations are merely aggregated premise to premise services.

7.1 Premise to Premise

7.1.1 A premise to premise configuration connects two customer designated premises either inter or intra wire center.

The following diagram depicts a premise to premise configuration connecting two customer designated premises served from the same wire center.



In this case, the applicable rate element is:
- Local Distribution Channels (two applicable)

(MT)

(MT)

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

SBC GigaMAN℠ SERVICE

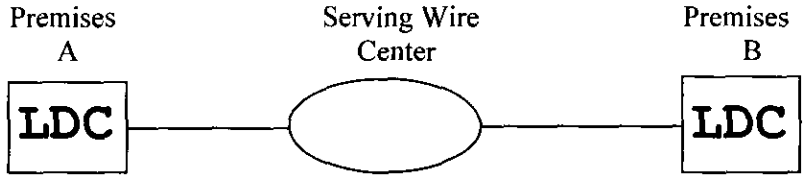
7. Service Configurations

All basic service configurations provide a single direction of transmission. There is one basic type of SBC GigaMAN Service configuration: Premise to premise (two-point) Service. GigaMAN services from a customer data hub location to multiple points, or multiple GigaMAN services between two customer data hub locations are merely aggregated premise to premise services.

7.1 Premise to Premise

7.1.1 A premise to premise configuration connects two customer designated premises either inter or intra wire center.

The following diagram depicts a premise to premise configuration connecting two customer designated premises served from the same wire center.

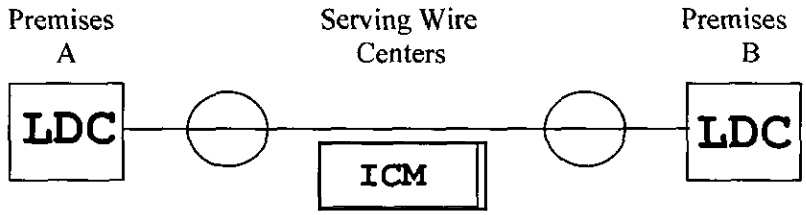


LDC - Local Distribution Channel

In this case, the applicable rate element is:

- Local Distribution Channels (two applicable)

7.1.2 The following diagram depicts a premise to premise configuration connecting two customer designated premises with Serving Wire Centers located 3 miles apart.



LDC - Local Distribution Channel
ICM - Interoffice Channel Mileage

In this case, applicable rate elements are:

- Local Distribution Channel (two applicable)
- Interoffice Channel Mileage Fixed (one applicable)
- Interoffice Channel Mileage Per Mile (three applicable)

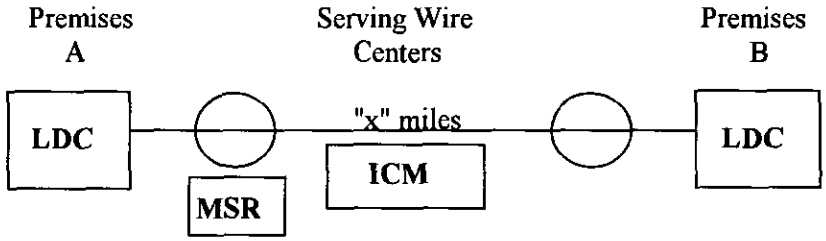
No Supplement to this tariff will be issued except for the purpose of canceling this tariff.

SBC GIGAMAN[SM] SERVICE

(MT) **7. Service Configurations (cont'd)**

7.1 Premise to Premise (cont'd)

(CT) 7.1.2 The following diagram depicts a premise to premise configuration connecting two customer designated premises with Serving Wire Centers located "x" miles apart.



(CT)
(AT)

LDC - Local Distribution Channel
ICM - Interoffice Channel Mileage
(AT) MSR - Mid-span Repeater (where required)

In this case, applicable rate elements are:

- Local Distribution Channel (two applicable)
- Interoffice Channel Mileage Fixed (one applicable)
(MT) - Interoffice Channel Mileage Per Mile ("x" applicable)
(AT) - Mid-span Repeater (where required)

(MT) **8. Rates and Charges**

There are two types of rates and charges for GigaMAN: Installation Charges and Recurring Charges.

8.1 Installation Charges are one-time charges that apply for specific work activity related to the provisioning of GigaMAN Service.

8.2 Recurring Charges are flat recurring rates that apply each month or fraction thereof that the service is provided. Recurring rates may be applied only over a 12, 36, or 60 month period under the terms and conditions of the Term Pricing Plan (TPP), described in 8.4 following. Upon completion of a TPP, a customer's service will automatically convert to the monthly rates unless the customer requests a new TPP. No customer shall purchase GigaMAN on a month-to-month basis prior to the completion of a TPP. (MT)

8. Rates and Charges (cont'd)

8.2 (cont'd)

(MT)

(MT)

	USOC	Monthly Extension Charge	Term Pricing Plan Monthly Contract Charge 12 Mo.	36 Mo.	60 Mo.	Installation Charge
8.2.1 LDC	3LN5S	$3,800.00	$3,300.00	$2,850.00	$2,500.00	$1,500.00
ICM	1DA8X					
Fixed		250.00	250.00	200.00	100.00	N/A
Per Mile		125.00	125.00	100.00	75.00	N/A

(AT) 8.2.2 MSR M1RGX The repeater will be ICB priced

8.3 Term Pricing Plan

8.3.1 The Term Pricing Plan provides the customer with rate stabilization and discounted tariff rates. The Term Pricing Plan provides for one, three or five year rate stabilization. Decreases in Term monthly recurring tariff rates will be passed on to customers who participate in a Term Pricing Plan. SWBT will notify customers participating in a Term Pricing Plan when Term monthly recurring rates are decreased.

Should SWBT increase its rates during the Term Pricing Plan period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.

8.3.2 The customer may choose to terminate an existing Term Pricing Plan before the end of the one, three or five year period and negotiate a new one, three, or five year Term Pricing Plan. The new Term Pricing Plan must be based upon the rates that are currently in effect and available to all customers.

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

GIGAMAN[SM] SERVICE

8. Rates and Charges

There are two types of rates and charges for GigaMAN: Installation Charges and Recurring Charges.

8.1 Installation Charges are one-time charges that apply for specific work activity related to the provisioning of GigaMAN service.

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		USOC	Monthly Extension Charge	Term Pricing Plan Monthly Contract Charge 12 Mo.	36 Mo.	60 Mo.	Installation Charge
8.2.1	LDC	3LN5S	$3,800.00	$3,300.00	$2,850.00	$2,500.00	$1,500.00
	ICM	1DA8X					
	Fixed		250.00	250.00	200.00	100.00	N/A
	Per Mile		125.00	125.00	100.00	75.00	N/A

8.3 Term Pricing Plan

8.3.1 The Term Pricing Plan provides the customer with rate stabilization and discounted tariff rates. The Term Pricing Plan provides for one, three or five year rate stabilization. Decreases in Term monthly recurring tariff rates will be passed on to customers who participate in a Term Pricing Plan. SWBT will notify customers participating in a Term Pricing Plan when Term monthly recurring rates are decreased.

Should SWBT increase its rates during the Term Pricing Plan period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.

8.3.2 The customer may choose to terminate an existing Term Pricing Plan before the end of the one, three or five year period and negotiate a new one, three, or five year Term Pricing Plan. The new Term Pricing Plan must be based upon the rates that are currently in effect and available to all customers.

By JAN NEWTON, President-Missouri
Southwestern Bell Telephone Company
St. Louis, Missouri

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

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SBC GIGAMAN[SM] SERVICE

8. Rates and Charges (cont'd)

8.3 Term Pricing Plan (cont'd)

8.3.3 The customer must provide SWBT with a written notice of intent to renew a Term Pricing Plan no later than 90 days prior to its expiration. If the customer elects not to renew the Term Pricing Plan, or does not notify SWBT of the customer's intent to renew the Term Pricing Plan, the service will automatically be billed under the tariffed monthly extension rates in effect at the time the Term Pricing Plan expires. Subsequently, customers under the tariffed monthly extension rates may convert their existing service to either a one, three, or five year Term Pricing Plan. Nonrecurring charges will be waived at the time of conversion.

8.3.4 Any special construction charges incurred for services billed under a Term Pricing Plan will be applicable as provided for in Section 1 of this tariff

8.3.5 Customers requesting the termination of a Term Pricing Plan prior to the expiration date, excluding Term Pricing Plans terminated as a result of a renegotiation, will be charged a termination charge based on a percentage of the remainder of the term as indicated below:

Term Pricing Plan	Termination Percentage
1 year	100 %
3 years	100 % for first year, 50 % for each subsequent year.
5 years	100 % for first year, 50 % for each subsequent year.

The termination charge is calculated as follows:

Months remaining in Term Pricing Plan	X	Termination Percentage	=	Termination Charge

(RT)
(RT)

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

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SBC GIGAMAN[SM] SERVICE

8. Rates and Charges (cont'd)

8.3 Term Pricing Plan (cont'd)

8.3.3 The customer must provide SWBT with a written notice of intent to renew a Term Pricing Plan no later than 90 days prior to its expiration. If the customer elects not to renew the Term Pricing Plan, or does not notify SWBT of the customer's intent to renew the Term Pricing Plan, the service will automatically be billed under the tariffed monthly extension rates in effect at the time the Term Pricing Plan expires. Subsequently, customers under the tariffed monthly extension rates may convert their existing service to either a one, three, or five year Term Pricing Plan. Nonrecurring charges will be waived at the time of conversion.

8.3.4 Any special construction charges incurred for services billed under a Term Pricing Plan will be applicable as provided for in Section 1 of this tariff

8.3.5 Customers requesting the termination of a Term Pricing Plan prior to the expiration date, excluding Term Pricing Plans terminated as a result of a renegotiation, will be charged a termination charge based on a percentage of the remainder of the term as indicated below:

Term Pricing Plan	Termination Percentage
1 year	100 %
3 years	100 % for first year, 50 % for each subsequent year.
5 years	100 % for first year, 50 % for each subsequent year.

The termination charge is calculated as follows:

Months remaining in Term Pricing Plan	X	Termination Percentage	=	Termination Charge

8.4 Customer Specific Pricing

See Customer Specific Plan Tariff. P.S.C. Mo.-No. 37

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SOUTHWESTERN BELL DS3 SERVICE

SOUTHWESTERN BELL DS3 SERVICE

20.1 DECRIPTION AND APPLICATION OF SERVICES

20.1.1 General

Southwestern Bell DS3 Service, hereinafter referred to as DS3 service, is an intraLATA dedicated high capacity channel that provides for the simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals at a transmission speed of 44.736 Mbps. The interface to the customer will be an electrical signal. The channel design, performance and maintenance objectives are specified in Technical Reference Publications TR-INS-000342 and TP-76625.

The service is available in a point-to-point configuration between:

- Two customer-designated premises
- A customer-designated premises and a SWBT central office where multiplexing, hubbing or cross-connection functions are performed
- A customer-designated premises and SWBT Network Reconfiguration Service (NRS) system location
- A customer-designated premises and SWBT Transmission Resource Management (TRM) system location

(AT) This service is competitively classified.

20.1.2 Regulations

20.1.2.1 The regulations and rates specified herein are in addition to the applicable regulations found in other sections of SWBT's tariffs.

The services provided for Southwestern Bell DS3 Service are primarily designed to meet the private line communications requirements of business customers and the regulations herein reflect reasonable support on the part of SWBT in assisting the customer in the ordering and provisioning of private line services.

The minimum period for which Southwestern Bell DS3 Service is provided and for which rates and charges are applicable is 12 months. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period whether the service is used or not and will be based on the rates in effect for the service at the time of discontinuance. (See Section 20.4 following)

20.1.2.2 Provision of Service

Southwestern Bell DS3 Service is available only on a point-to-point intraLATA basis to customers served by and within the service territories of SWBT only. Southwestern Bell DS3 Service is furnished on a full-time basis (24 hours a day, seven days per week.)

Southwestern Bell DS3 Service can only be provided within the same LATA where existing digital facilities and equipment permit. Services between serving wire centers must have digital service components (digital connectivity) between all intermediate offices to have the ability to provide the service. Additional service features may be available only at selected central offices as determined by SWBT.

SOUTHWESTERN BELL DS3 SERVICE

20.1 DECRIPTION AND APPLICATION OF SERVICES

20.1.1 General

(CT) Southwestern Bell DS3 Service, hereinafter referred to as DS3 service, is an intraLATA dedicated high capacity channel that provides for the simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals at a transmission speed of 44.736 Mbps. The interface to the customer will be an electrical signal. The channel design, performance and maintenance objectives are specified in Technical Reference Publications TR-INS-000342 and TP-76625.

The service is available in a point-to-point configuration between:

- Two customer-designated premises
- A customer-designated premises and a SWBT central office where multiplexing, hubbing or cross-connection functions are performed
- A customer-designated premises and SWBT Network Reconfiguration Service (NRS) system location
- A customer-designated premises and SWBT Transmission Resource Management (TRM) system location (CT)

20.1.2 Regulations

20.1.2.1 The regulations and rates specified herein are in addition to the applicable regulations found in other sections of SWBT's tariffs.

The services provided for Southwestern Bell DS3 Service are primarily designed to meet the private line communications requirements of business customers and the regulations herein reflect reasonable support on the part of SWBT in assisting the customer in the ordering and provisioning of private line services.

The minimum period for which Southwestern Bell DS3 Service is provided and for which rates and charges are applicable is 12 months. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period whether the service is used or not and will be based on the rates in effect for the service at the time of discontinuance. (See Section 20.4 following)

20.1.2.2 Provision of Service

Southwestern Bell DS3 Service is available only on a point-to-point intraLATA basis to customers served by and within the service territories of SWBT only. Southwestern Bell DS3 Service is furnished on a full-time basis (24 hours a day, seven days per week.)

Southwestern Bell DS3 Service can only be provided within the same LATA where existing digital facilities and equipment permit. Services between serving wire centers must have digital service components (digital connectivity) between all intermediate offices to have the ability to provide the service. Additional service features may be available only at selected central offices as determined by SWBT.

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

SOUTHWESTERN BELL DS3 SERVICE

20.1 DECRIPTION AND APPLICATION OF SERVICES

20.1.1 General

Southwestern Bell DS3 Service, is an intraLATA dedicated high capacity channel used for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals of 44.736 Megabits per second (Mbps). The channel design, performance and maintenance objectives are specified in Southwestern Bell Telephone Company's (SWBT's) Technical Reference Pub TR-IN-000342 and Technical Reference Pub 76625.

Southwestern Bell DS3 Service is available only with an electrical interface at the customer premise(s) and the SWBT serving office.

This service is available to customers in those LATAs served by and within the service territories of SWBT only.

20.1.2 Regulations

20.1.2.1 The regulations and rates specified herein are in addition to the applicable regulations found in other sections of SWBT's tariffs.

The services provided for Southwestern Bell DS3 Service are primarily designed to meet the private line communications requirements of business customers and the regulations herein reflect reasonable support on the part of SWBT in assisting the customer in the ordering and provisioning of private line services.

The minimum period for which Southwestern Bell DS3 Service is provided and for which rates and charges are applicable is 12 months. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period whether the service is used or not and will be based on the rates in effect for the service at the time of discontinuance. (See Section 20.4 following)

20.1.2.2Provision of Service

Southwestern Bell DS3 Service is available only on a point-to-point intraLATA basis to customers served by and within the service territories of SWBT only. Southwestern Bell DS3 Service is furnished on a full-time basis (24 hours a day, seven days per week.)

Southwestern Bell DS3 Service can only be provided within the same LATA where existing digital facilities and equipment permit. Services between serving wire centers must have digital service components (digital connectivity) between all intermediate offices to have the ability to provide the service. Additional service features may be available only at selected central offices as determined by SWBT.

SOUTHWESTERN BELL DS3 SERVICE

20.1 DESCRIPTION AND APPLICATION OF SERVICES - (Continued)

20.1.2 Regulations – (Continued)

20.1.2.2 Provision of Service - (Continued)

Customer requests for Southwestern Bell DS3 Service may require construction of suitable service components. The regulations, rates and charges applicable to special construction are found in Section 1.4.4 of this tariff. Service availability will be negotiated locally.

Customer requests for special routing of Southwestern Bell DS3 Service channels are provided in accordance with Section 1.4.4 of this tariff.

SWBT has the service responsibility up to the demarcation point. The demarcation point will be provided by SWBT as set forth in Telcordia Technical Advisory GR-342-CORE. This publication provides transmission parameter limits and interface combinations for high capacity special access services (e.g., DS#), and may be obtained from:

Telcordia Technologies
8 Corporate Place
Piscataway, NJ 08854

The placement of the demarcation point shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each customer's premises, unless specified otherwise by the customer or building/landowner and agreed to by SWBT.

Digital equipment provided by the customer is subject to the regulations set forth in Section 1 of this tariff.

Southwestern Bell DS3 Service may be terminated in a DS3 port of a SWBT-provided Network Reconfiguration Service (NRS) arrangement at a designated NRS hub location. Additional interoffice channel mileage may be incurred to route the Southwestern Bell DS3 Service to the hub location. The DS3 port on the NRS arrangement will be considered as a service point on the circuit. Refer to Section 8 of this tariff for additional regulations concerning NRS.

20.1.2.1 Assignment of Transfer of Service

The service of a customer, or any rights associated therewith, may be assigned or transferred, with the customers consent, only under the following conditions:

A) There is no interruption or relocation of the service.
B) The assignee or transferee assumes all outstanding indebtedness for the service and the unexpired portion of the service period originally contracted for.
C) All regulations and conditions contained in this tariff shall apply to the assignee or transferee.

SOUTHWESTERN BELL DS3 SERVICE

20.1 DESCRIPTION AND APPLICATION OF SERVICES - (Continued)

20.1.2 Regulations – (Continued)

20.1.2.4 Availability and Allowance for Interruptions

A. Southwestern Bell DS3 Service Not Available with SecureNet

Availability is a measure of the relative amount of time that a service is "usable" to the customer. For the purpose of Southwestern Bell DS3 Service, service is considered unavailable when 8 consecutive severely errored seconds (SESs) are received. The service becomes available again when no SESs are received for 8 consecutive seconds.

The availability objective for Southwestern Bell DS3 Service is 99.975% availability when averaged over three months.

SWBT, in order to ensure the highest performance standards and service availability to the customer, offers the following service guarantee:

If a Southwestern Bell DS3 Service fails due to SWBT-provided equipment or facilities and the service is not restored to the customer within two hours of the outage report and the service is made available to SWBT by the customer during those two hours, the customer will be credited for the full month of service on the following month's bill. This guarantee is subject to the following conditions:

The monthly credit will be applied on a per circuit, per occurrence basis and will only be applied once during a month's period. Credits are not accumulative.

The trouble cause must be isolated to SWBT-provided equipment.

Trouble determined to be caused by customer-provided equipment, or trouble that clears without a positive determination as to cause, will not qualify for the service credit.

The outage must be reported by the customer.

There may be occasions when the service does not meet the required operating parameters, but due to business conditions the customer will not release the circuit for immediate testing. The service must be made available to SWBT for testing and maintenance. The two-hour clock does not begin until the outage is reported by the customer and the service is made available by the customer to SWBT for repair.

On Southwestern Bell DS3 Service that uses central office multiplexing provided by SWBT, the service credit applies only to the DS3 portion of the service, and will not apply to the derived channels nor to multiplexing using the Southwestern Bell DS3 Service.

SOUTHWESTERN BELL DS3 SERVICE

20.1 DESCRIPTION AND APPLICATION OF SERVICES - (Continued)

20.1.2 Regulations – (Continued)

20.1.2.4 Availability and Allowance for Interruptions (Continued)

A. Southwestern Bell DS3 Service Not Available with SecureNet (Continued)

The service guarantee applies to recurring rates and charges for Southwestern Bell DS3 Service local distribution channels and interoffice channel mileage.

On Southwestern Bell DS3 Service used with Network Reconfiguration Service (NRS), the service credit applies only to the Southwestern Bell DS3 Service portion of the service, and will not apply to NRS.

B. Southwestern Bell DS3 Service Available with SecureNet

(1) Southwestern Bell DS3 Service equipped with SecureNet shall be allowed a credit for a single service interruption greater than 2.0 seconds. In no case shall the total amount of credit in a one month bill period exceed 100 percent of the monthly charge for that particular rate element.

(2) To receive a credit for a service interruption after 2.0 seconds, the interruption must occur in that part of the Southwestern Bell DS3 Service equipped with SecureNet (e.g., a loop failure on a Southwestern Bell DS3 Service would receive credit after a 2.0 second interruption; an interoffice facility failure on the same service would be credited after four hours).

(3) For a Southwestern Bell DS3 Service equipped with SecureNet, the credit for a single service interruption greater than 2.0 seconds will be 50% of the recurring monthly rate for the applicable rate elements (e.g., Local Distribution Channel; Interoffice Channel Mileage, both fixed and per mile; and Multiplexing).

20.2 RATE CONFIGURATION

20.2.1 General

There are four basic rate elements that may apply to Southwestern Bell DS3 Service:

- Nonrecurring Charges
- Local distribution channel
- Interoffice channel mileage
- Additional service features

SOUTHWESTERN BELL DS3 SERVICE

20.2 RATE CONFIGURATION (Continued)

20.2.1 General (Continued)

Rates and Charges will be applied based upon pricing zones as contained in this section. The Pricing Zone for each serving wire center is as specified in paragraph 20.3.4 of this tariff. If the Channel Mileage crosses Pricing Zones (e.g., serving wire center 1 is in Pricing Zone 1 and serving wire center 2 is in Pricing Zone 2), the higher priced mileage rate will be applied to the entire channel mileage.

20.2.2 Nonrecurring Charges

20.2.1.1 General

Nonrecurring Charges are one-time charges that apply for specific work activities (i.e., installation of new service, moves and rearrangements of installed services.) There are three different Nonrecurring Charges; Administrative Charge, Design and Central Office Connection Charge and the Customer Connection Charge and they are applied as follows; The Administrative Charge applies any time a customer initiates an order for service. This charge applies once per customer order. The Design and Central Office Connection Charge applies to each service installed, and is charged once per circuit. The Customer Connection Charge applies to each service installed, and is charged once per Local Distribution Channel.

20.2.1.2 Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements as set forth in 20.1.2.1 preceding or a change in the physical location of the point of termination at a customer premises. Changes in physical location of the point of termination are treated as moves and the following nonrecurring charges apply; Administrative, Design and Central Office and Customer Connection.

All other service rearrangements will be charged for as follows: If a change involves a change of a customer of record and no physical relocation or rearrangements of the service are required, the Administrative Charge will apply. For the change of customer of record to be treated as a service rearrangement, the new customer must assume liability for both current and prior charges for the service.

If a change involves a customer of record change (supercede) and no new physical relocation or rearrangement of the service is required, no charges apply and the new customer must assume liability for both current and prior charges for the service.

SOUTHWESTERN BELL DS3 SERVICE

20.2 RATE CONFIGURATION (Continued)

20.2.1 Nonrecurring Charges (Continued)

20.2.1.2 Service Rearrangements (Continued)

For all other charges which require physical work to be performed, one Design and Central Office Connection Charge and one Customer Connection Charge per LDC will apply. The Administrative Charge will also apply.

For all other changes not requiring physical work at the central office, or customer premises, including a change in the customer assigned circuit identification or billing account number (when initiated by the customer), the Administrative Charge will apply.

20.2.1.3 Cancellation of Application For Service

(A) When an applicant cancels an order for service, other than those provided by Special Construction;

Prior to the issuance of an order, no charges apply.

After the issuance of an order, Nonrecurring Charges apply as follows:

- Canceled before the Record Issue Date (RID), the Administrative Charge applies.
- Canceled on or after the RID, but before the Plant Test Date (PTD), the Administrative Charge and the Design and Central Office Connection Charge apply.
- Canceled on or after the PTD, the Administrative Charge, Design and Central Office Connection Charge and Customer Connection Charge apply.

(B) When an applicant cancels an order for service involving Special Construction;

Prior to the issuance of an order, no charges apply.

After the issuance of an order, but prior to the start of construction, all Nonrecurring Charges associated with the design of the Special Construction and the Administrative Charge will apply.

SOUTHWESTERN BELL DS3 SERVICE

20.2 RATE CONFIGURATION (Continued)

20.2.2 Nonrecurring Charges (Continued)

20.2.1.3 Cancellation of Application For Service (Continued)

(B) (Continued)

After construction has begun;

- If there is another requirement for the specially constructed facilities, the Administrative Charge, Design and Central Office Connection Charge, and the Customer Connection Charge will apply.
- If there is no other use for the specially constructed facilities, a charge equal to all the costs incurred in the special construction (including overheads), less net salvage, applies in addition to the Administrative Charge, Design and Central Office Connection Charge, and the Customer Connection Charge.

Installation or Special Construction of facilities for a customer start when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or Special Construction.

20.2.3 Local Distribution Channel

The local distribution channel is the channel between a customer's premises and the SWBT serving wire center that normally provides service to that customer's premises.

20.2.4 Interoffice Channel Mileage

Interoffice channel mileage is defined as the component of the service between two SWBT serving wire centers, between a serving wire center and a SWBT-designated digital hub, or between digital or NRS hubs. The serving wire centers may be located in the same exchange area, as in a multi-office metropolitan exchange, or may be located in different exchange areas.

Interoffice channel mileage charges include; a fixed interoffice channel charge and a per interoffice mileage charge which is based on the vertical and horizontal (V-H) distance between serving wire centers, a serving wire center and a digital hub, between digital or NRS hubs, or between exchanges, measured in whole miles. Fractional miles are rounded to the next whole mile. V-H coordinates for serving wire centers and designated digital and NRS hubs can be found in the National Exchange Carrier Association, Inc. (NECA) Wire Center Information Tariff.

SOUTHWESTERN BELL DS3 SERVICE

20.2RATE CONFIGURATION (Continued)

20.2.5 Additional Service Features

A. Central Office Multiplexing

Central Office multiplexing is an arrangement which either converts an electrical DS3 channel to twenty-eight DS1 channels or converts twenty-eight DS1 channels to an electrical DS3 channel. Timing for the DS1 channels utilizes digital time division multiplexing.

Special routing may be required in order to provide this service.

B. SecureNet

Where available, SecureNet provides automatic restoration capabilities which prevent service interruption in the event of either a single facility break or a single loop electronics failure. This feature is called SecureNet. SecureNet is available with point-to-point Southwestern Bell DS3 Service only where fiber optic facilities are used to provide the Southwestern Bell DS3 Service.

The automatic restoration capabilities are provided through the use of intelligent components that are capable of sensing transmission failure in the fiber facilities. The primary and secondary transmission paths are separately routed in geographically and physically separate fiber optic cables up to the point nearest the customer's premises that route redundancy can be achieved. In the event of a transmission failure caused by a single facility break or a single loop electronics failure, the intelligent components will automatically switch the Southwestern Bell DS3 Service to the secondary transmission path within 2.0 seconds.

The secondary transmission path for Southwestern Bell DS3 Service equipped with SecureNet will be routed in a geographically separate fiber optic cable up to the nearest point to the customer's premises that route redundancy can be achieved. In the event a facility break occurs in that portion of the Southwestern Bell DS3 Service for which route redundancy could not be achieved (e.g., interoffice channel mileage), SWBT cannot guarantee automatic restoration of the customer's service within 2.0 seconds, and a credit as set forth in 20.1.2.4 B preceding will not apply. In this case, the normal allowance for service interruptions applies as outlined in 20.1.2.4 A preceding.

SecureNet is available at those serving wire centers where equipment and facilities are available. Special construction charges may apply when fiber optic facilities are not available or unusual expenditures are involved in making them available to provide this feature. The service interval will be within two years from the date of customer request for service or the agreed upon date if special construction applies.

The SecureNet feature provided is loop protection. This feature provides automatic restoration of the Southwestern Bell DS3 Service local distribution channel and physical route redundancy from the customer's premises to the customer's serving wire center in the event of a single loop failure.

SOUTHWESTERN BELL DS3 SERVICE

20.2 RATE CONFIGURATION (Continued)

20.2.5 Additional Service Features (Continued)

C. Rollover

A Rollover is a customer-initiated move that involves a change of a point of termination from an existing lower-speed service to Southwestern Bell DS3 Service within the same customer premises.

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

SOUTHWESTERN BELL DS3 SERVICE

20.2 RATES AND CHARGES

20.3.1 Nonrecurring Charges

	USOC	Nonrecurring Charge
(AT) Administrative Charge /1/		
- per order		
Zone 1	NRBA1	$125.00
Zone 2	NRBA2	$125.00
Zone 3	NRBA3	$125.00
Design and Central Office Connection Charge /1/		
- per circuit		
Zone 1	NRBD1	$500.00
Zone 2	NRBD2	$500.00
Zone 3	NRBD3	$500.00
Customer Connection Charge /1/		
- per termination		
Zone 1	NRBB1	$750.00
Zone 2	NRBB2	$750.00
Zone 3	NRBB3	$750.00

(AT) /1/ For customers ordering new Southwestern Bell DS3 service who choose a Term Payment Plan (TPP) period of 36 months or greater in length, the Administrative Charge, the Design and Central Office Connection Charge and Customer Connection Charge will not apply. However, customers requesting termination of service prior to the completion of a minimum of 36 months of a 36-month or greater TPP term will become liable for payment of Nonrecurring Charges described above.

Issued: April 25, 2001

Effective: May 25, 2001

By JAN NEWTON, President-Missouri
Southwestern Bell Telephone Company
St. Louis, Missouri

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

SOUTHWESTERN BELL DS3 SERVICE

20.3 RATES AND CHARGES

20.3.1 Nonrecurring Charges

	USOC	Nonrecurring Charge
Administrative Charge		
- per order		
Zone 1	NRBA1	$125.00
Zone 2	NRBA2	$125.00
Zone 3	NRBA3	$125.00
Design and Central Office Connection Charge /1/		
- per circuit		
Zone 1	NRBD1	$500.00
Zone 2	NRBD2	$500.00
Zone 3	NRBD3	$500.00
Customer Connection Charge /1/		
- per termination		
Zone 1	NRBB1	$750.00
Zone 2	NRBB2	$750.00
Zone 3	NRBB3	$750.00

/1/ For customers ordering new Southwestern Bell DS3 service who choose a Term Payment Plan (TPP) period of 36 months or greater in length, the Design and Central Office Connection Charge and Customer Connection Charge will not apply. However, customers requesting termination of service prior to the completion of a minimum of 36 months of a 36-month or greater TPP term will become liable for payment of Nonrecurring Charges described above.

No supplement to this tariff will be issued except for the purpose of canceling this tariff.

SOUTHWESTERN BELL DS3 SERVICE

20.3 RATES AND CHARGES-(Continued)

20.3.2 Recurring Rates

Monthly Rates

	USOC	1 Year	3 Year	5 Year	Monthly Extension
Local Distribution Channel					
- Per channel terminated on a customer's premises					
Zone 1	TZUP1	$1,950.00	$1,200.00	$ 975.00	$2,400.00
Zone 2	TZUP2	$2,100.00	$1,300.00	$1,050.00	$2,600.00
Zone 3	TZUP3	$2,250.00	$1,400.00	$1,125.00	$2,800.00
Interoffice Channel Mileage					
- Fixed					
Zone 1	CZ4X1	$725.00	$550.00	$500.00	$1,000.00
Zone 2	CZ4X2	$750.00	$575.00	$525.00	$1,100.00
Zone 3	CZ4X3	$775.00	$600.00	$550.00	$1,200.00
- Variable					
Rate per V-H mile, or fraction thereof, between serving wire centers, or between a serving wire center and digital hub.					
Zone 1	1YZX1	$100.00	$70.00	$45.00	$150.00
Zone 2	1YZX2	$105.00	$75.00	$50.00	$175.00
Zone 3	1YZX3	$110.00	$80.00	$55.00	$200.00

Issued: December 28, 2000

Effective: January 27, 2001

By JAN NEWTON, President-Missouri
Southwestern Bell Telephone Company
St. Louis, Missouri

SOUTHWESTERN BELL DS3 SERVICE

20.3 RATES AND CHARGES-(Continued)

20.3.3 Additional Service Features

		Monthly Rates			
	USOC	1 Year	3 Year	5 Year	Monthly Extension
Central Office Multiplexing					
- DS3 to DS1					
Zone 1	QM3X1	$725.00	$525.00	$475.00	$1,000.00
Zone 2	QM3X2	$750.00	$550.00	$500.00	$1,100.00
Zone 3	QM3X3	$775.00	$575.00	$525.00	$1,200.00

	Monthly Rate	Nonrecurring Charge	USOC
SecureNet			
- Per local distribution channel	$0.00	$0.00	P7T

SOUTHWESTERN BELL DS3 SERVICE

20.3 RATES AND CHARGES-(Continued)

20.3.4 Rate Zones

All serving wire centers in the state of Missouri have been assigned a rate zone. The following table lists all serving wire centers classified as either Zone 1 or Zone 2. All serving wire centers not listed are classified as Zone 3 serving wire centers.

ZONE 1	ZONE 2
KSCYMO55	STLSMO27
STLSMO01	STLSMO42
STLSMO21	STJSMODN
STLSMO05	STLSMO07
SPFDMOMC	KSCYMO05
	JPLNMOMA
	STLSMO23
	SPFDMOTU
	CPGRMOED
	STLSMO41
	KSCYMO22
	CHFDMO52
	STLSMO43
	KSCYMO02
	MNCHMO59
	KSCYMO41
	HVTRMO67
	KSCYMO23
	PPBLMOSU
	KSCYMO24
	SKSTMOGR
	KSCYMO01

SOUTHWESTERN BELL DS3 SERVICE

20.4 Term Pricing Plan

The Term Pricing Plan provides the customer with rate stabilization and discounted tariff rates. The Term Pricing Plan provides for one, three, or five year rate stabilization. Decreases in monthly recurring tariff rates will be passed on to customers who participate in a Term Pricing Plan(TPP). SWBT will notify customers participating in a Term Pricing Plan when monthly rates are decreased.

Should SWBT increase its rates during the Term Pricing Plan period, the customer will continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.

The customer may choose to terminate an existing Term Pricing Plan before the end of the 1, 3 or 5 year period and negotiate a new 1, 3 or 5 year Term Pricing Plan. The new TPP must be based upon the rates that are currently in effect and available to all customers.

The customer must provide SWBT with a written notice of intent to renew a Term Pricing Plan no later than 90 days prior to its expiration. If a customer chooses to renew a Term Pricing Plan, the monthly rates for the new TPP selected will be at the current rates in effect for new customers. If the customer elects not to renew the Term Pricing Plan, or does not notify SWBT of the customer's intent to renew the Term Pricing Plan, the service will automatically be billed under the tariffed monthly extension rate in effect at the time the Term Pricing Plan expires.

Any special construction charges incurred for services billed under a Term Pricing Plan will be applicable as provided for in Section 1.4.4 of this tariff.

During a customer's TPP term, conversion may be made to a new TPP term of the same or different length or to a higher speed service, if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP term becomes effective upon execution. No credit for months under the previous TPP may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. The prices applicable for the new term are those currently in effect for new customers.

During a TPP term a customer may move one Local Distribution Channel (LDC) of Southwestern Bell DS3 Service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. The customer must have met a 12 month minimum in-service period at the old location and be liable for at least 12 months remaining at the new location. Nonrecurring Charges, as appropriate, will apply.

SOUTHWESTERN BELL DS3 SERVICE

20.4 Term Pricing Plan (Continued)

During a customer's TPP term, a customer may elect to include Southwestern Bell DS3 Service into the customer's Network Reconfiguration Service (NRS) database. The customer may opt to convert to a new TPP term of the same or different length or to continue the current TPP term to the original expiration date. If the expiration date for the new TPP term is beyond the end of the original TPP term, termination charges for the original term will not apply. Adding an existing service to the customer's NRS database requires that all nonrecurring charges applicable to the installation of the service apply.

If a customer cancels a Service Order or terminates service before the completion of the term, the customer agrees to pay the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in the General Exchange Tariff, Section 23, Paragraph 6.

In addition to any special construction liabilities, customer termination liability for cancellation of a Southwestern Bell DS3 Service shall be equal to the lesser of:

All credits issued and charges waived in association with a new connection plus the number of months the customer had the DS3 service (12 months minimum as noted in paragraph 20.1.2.1 of this tariff) times the difference between the tariff rate for the highest completed term and the tariff rate for the term contracted for, or

The remaining minimum contract obligation.

(RT)

(RT)

SOUTHWESTERN BELL DS3 SERVICE

20.4 Term Pricing Plan (Continued)

During a customer's TPP term, a customer may elect to include Southwestern Bell DS3 Service into the customer's Network Reconfiguration Service (NRS) database. The customer may opt to convert to a new TPP term of the same or different length or to continue the current TPP term to the original expiration date. If the expiration date for the new TPP term is beyond the end of the original TPP term, termination charges for the original term will not apply. Adding an existing service to the customer's NRS database requires that all nonrecurring charges applicable to the installation of the service apply.

If a customer cancels a Service Order or terminates service before the completion of the term, the customer agrees to pay the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in the General Exchange Tariff, Section 23, Paragraph 6.

In addition to any special construction liabilities, customer termination liability for cancellation of a Southwestern Bell DS3 Service shall be equal to the lesser of:

All credits issued and charges waived in association with a new connection plus the number of months the customer had the DS3 service (12 months minimum as noted in paragraph 20.1.2.1 of this tariff) times the difference between the tariff rate for the highest completed term and the tariff rate for the term contracted for, or

The remaining minimum contract obligation.

20.5 Customer Specific Pricing (CSP)

Discounted volume pricing is available to customers who subscribe to a minimum of two DS3 services. The established rates and charges for these services will apply for the duration of the contract. Each customer's contract may contain conditions, rates and charges specific to that customer's needs.

In order to qualify for the discounted volume price, the DS3 services under contract must have one common point of termination, the contract must be 36 months or greater in duration and all DS3s covered by the contract must be in-service within 3 months of the order date. An existing DS3 customer may elect to transfer their existing DS3 service to a CSP upon ordering a second (or more) DS3 (s) to their same location. Such a transfer will not incur termination liability, however, the CSP contract must be for a term of equal or greater duration to the number of months remaining on the original TPP.

No Supplement to this tariff will be issued except for the purpose of canceling this tariff.

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SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES

21.1.1 General

SBC Multi-service Optical Network (MON) Service provides high volume optical transport utilizing multiplexing technology in a point-to-point configuration. Multiple data signals are transmitted over fiber-optic cable using different wavelengths of light. Each of these wavelengths represents a transmission channel in the MON system and is protocol independent of every other channel in the system.

SBC Multi-service Optical Network (MON) Service is only available within the Local Access and Transport Areas (LATAs) served by and within the service territories of Southwestern Bell.

(AT) This service is competitively classified.

SBC Multi-service Optical Network (MON) Service can be used to extend customer networks to off-site locations. These include, but are not limited to, disaster recovery, Storage Area Networking connections (SANs), data center mirroring, and mainframe to mainframe communications.

SBC Multi-service Optical Network (MON) Service offers a MON Transport System and MON Channels with the following port interfaces:

IBM Protocols: /1/

ESCON™ (200 Mbps) – Enterprise Systems Connection. An IBM duplex optical connection used for computer-to-computer data exchange. ESCON™ is limited to a maximum distance of 43 km and actual data throughput is distance sensitive.

ETR™ (8 Mbps – Manchester Encoded) – External Timing References. This protocol is used for IBM GEOPLEX™ architecture for multiple-location host processors. ETR™ is limited to a maximum distance of 40 km.

FICON™ (1.0625 Gbps) – A higher-speed evolution of ESCON™, enabling 1 Gbps connectivity among mainframes, storage devices and peripherals. FICON™ may have distance limitations and actual data throughput is distance sensitive.

ISC™ (1.0625 Gbps) – Inter-System Coupling. This protocol is used with IBM GEOPLEX™ architecture for multiple-location host processors. ISC™ is limited to a maximum distance of 40 km.

/1/ ESCON™, ETR™, FICON™, ISC™ and GEOPLEX™ are registered trademarks of the International Business Machines (IBM) Corporation, Armonk, NY 10504

No Supplement to this tariff will be issued except for the purpose of canceling this tariff.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES

21.1.1 General

SBC Multi-service Optical Network (MON) Service provides high volume optical transport utilizing multiplexing technology in a point-to-point configuration. Multiple data signals are transmitted over fiber-optic cable using different wavelengths of light. Each of these wavelengths represents a transmission channel in the MON system and is protocol independent of every other channel in the system.

SBC Multi-service Optical Network (MON) Service is only available within the Local Access and Transport Areas (LATAs) served by and within the service territories of Southwestern Bell.

SBC Multi-service Optical Network (MON) Service can be used to extend customer networks to off-site locations. These include, but are not limited to, disaster recovery, Storage Area Networking connections (SANs), data center mirroring, and mainframe to mainframe communications.

SBC Multi-service Optical Network (MON) Service offers a MON Transport System and MON Channels with the following port interfaces:

IBM Protocols: /1/

ESCON™ (200 Mbps) – Enterprise Systems Connection. An IBM duplex optical connection used for computer-to-computer data exchange. ESCON™ is limited to a maximum distance of 43 km and actual data throughput is distance sensitive.

ETR™ (8 Mbps – Manchester Encoded) – External Timing References. This protocol is used for IBM GEOPLEX™ architecture for multiple-location host processors. ETR™ is limited to a maximum distance of 40 km.

FICON™ (1.0625 Gbps) – A higher-speed evolution of ESCON™, enabling 1 Gbps connectivity among mainframes, storage devices and peripherals. FICON™ may have distance limitations and actual data throughput is distance sensitive.

ISC™ (1.0625 Gbps) – Inter-System Coupling. This protocol is used with IBM GEOPLEX™ architecture for multiple-location host processors. ISC™ is limited to a maximum distance of 40 km.

/1/ ESCON™, ETR™, FICON™, ISC™ and GEOPLEX™ are registered trademarks of the International Business Machines (IBM) Corporation, Armonk, NY 10504

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.1 General (Continued)

Other Protocols:

Fibre Channel (1.0625 Gbps) – an industry standard protocol used to interconnect Storage Area Networks (SANs).

Fast Ethernet – a version of Ethernet that allows data transmission rates of 100 Mbps. Also called "100BaseT".

FDDI - operating at a data rate of 100 megabits per second, FDDI is used to provide a general purpose interconnection between computers and peripheral equipment, including the interconnection of Local Area Networks (LANS) and other networks.

Gigabit Ethernet – a version of Ethernet that allows data transmission rates of 1 Gbps. Also called "1000baseFX". (Available at 850 nm or 1310 nm interface.)

D1 Video – uncompressed digital video signal operating at 270 Mbps.

SONET OC-3/OC-3c - provides a fiber-based 155.52 Mbps synchronous optical full duplex data transmission capability.

SONET OC-12/OC-12c - provides a fiber-based 622.08 Mbps synchronous optical full duplex data transmission capability.

SONET OC-48 - provides a fiber-based 2488.32 Mbps synchronous optical full duplex data transmission capability.

SONET Flexible Speed – provides a fiber-based 155.52 Mbps, 622.08 Mbps or 2488.32 Mbps synchronous optical full duplex data transmission capability.

Sub-Rate System – provides a multiplexing system operating at 1.25 Gbps with 4 ports. Applicable to ESCON™, Fast Ethernet, FDDI, D1 Video and OC3 port interfaces.

Note: Neither electrical interfaces nor optical add/drop multiplexing are available with this service. Additionally, services with time-delay sensitive protocols have facility length limitations and may affect the design/availability of MON. (e.g. CPU to CPU communications have a maximum distance limitation of 60 km).

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.2 Definitions

Local Distribution Channel (LDC) - Provides for the communications path between the customer's designated premises and the Serving Wire Center of that premises, or, if the customer has selected a diversity option, between the customer's designated premises and a Company selected alternate wire center.

Interoffice Channel (IC) - Provides for the transmission facilities between the Serving Wire Centers associated with the designated customer premises, or, if the customer has selected a diversity option, between Company selected Alternate Wire Centers.

Customer Premises Node - Provides for the termination of service at the customer's premises and presents the various selected ports to the customer.

Central Office Optical Amplifier - Provides for an optical signal boost if the distance between nodes exceeds the transmission loss parameters (link loss specific). Engineering considerations may dictate the need for more than one optical amplifier on a circuit route. These additions may be service affecting.

Central Office Regenerator - Provides for re-timing, re-shaping and regeneration of the signal if degradation exceeds the dispersion limits.

Port - Provides the channel interface at the customer's premises. All node ports that connect to the same individual wavelength or channel within a MON system must be of the same access speed.

Channel Protection (Optional) - Provides protection for a single channel toward the network. It does not protect the channel against failure towards the customer interface. Protection reduces the maximum individual channel capacity of the system.

21.1.3 Regulations

The regulations, rates and charges specified herein are in addition to other regulations, rates and charges as specified in this and other SWBT tariffs.

The services provided for SBC Multi-service Optical Network (MON) Service are primarily designed to meet the private line communications requirements of business customers, and the regulations herein reflect the reasonable support on the part of SWBT in assisting the customer in the ordering and provisioning of private line services. This assistance includes, but is not limited to, advice as to which private line service best meets the customer's requirements, taking into consideration the customer's present and future communications needs.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.3 Regulations (Continued)

In addition, SWBT will continue to assist and advise the customers and cooperatively respond to the requirements of the customer until such time as the private line service is discontinued. The aforementioned level of assistance is considered to be part of the private line service offering.

21.1.4 Provision of Service

A. SBC Multi-service Optical Network (MON) Service is available only on a point-to-point intraLATA basis to customers served by and within the service territories of SWBT only.

B. SBC Multi-service Optical Network (MON) Service is furnished on a full-time basis (24 hours a day, seven days per week.)

C. SBC Multi-service Optical Network (MON) Service can only be provided within the same LATA where existing facilities and equipment permit. Services between serving wire centers must have appropriate service components between all intermediate offices to have the ability to provide the service. Additional service features may be available only at selected central offices as determined by SWBT.

D. Customer requests for SBC Multi-service Optical Network (MON) Service may require construction of suitable service components. The regulations, rates and charges applicable to special construction are found in Section 1.4.4 of this Tariff. Service availability will be negotiated locally.

E. The customer provided equipment must deliver the data signals for the SBC Multi-service Optical Network (MON) Service transport within the industry specification for the subscribed data services.

F. SBC Multi-service Optical Network (MON) Service provides physical layer transport only. The Company assumes no responsibility for the signals generated by the customer, for the quality of or defects in such signals, for the reception of signals by the customer, or address signaling to the extent addressing is performed by the customer. Error detection and correction of data generated by the customer is the customer's responsibility.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.4 Provision of Service (Continued)

G. The service is considered interrupted when the customer reports a service disruption to the Company and the Company confirms that continuity of its service has been lost.

H. SBC Multi-service Optical Network (MON) Service may have distance limitations based on the services carried and may require routing through wire centers (central offices) based on loss limits between nodes.

I. Central Office Optical Amplifiers may have to be added to a SBC Multi-service Optical Network (MON) Service subsequent to the initial installation.

J. When additional services are added, such installation may cause a service interruption to existing unprotected channels, or a protection switch on protected channels.

K. The maximum capacity of a SBC Multi-service Optical Network (MON) Service system is either 64 unprotected channels or 32 protected channels.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.4 Provision of Service (Continued)

L. Prior to confirming an order for service, the Company will provide a proposed route diagram to the customer. In order to avoid compromising diversity information, the Company will provide this information only to the ordering customer.

Installation of either the Local Distribution Channel Route Diversity option, the Inter-office Facility Route Diversity option or the Total Route Diversity option will not begin until the customer has accepted the proposed routing by the Company.

M. Services with time-delay sensitive protocols may have facility length limitations. The Company will work cooperatively with the customer to determine if the desired services can operate between the customers designated premises.

N. Customer requests for special routing of SBC Multi-service Optical Network (MON) Service channels are provided in accordance with Section 1.4.4 of this tariff.

O. Demarcation point will be provided by SWBT as set forth in Telcordia Technical Advisory GR-342-CORE. This publication provides transmission parameter limits and interface combinations for high capacity special access services (e.g., DS#), and may be obtained from:

Telcordia Technologies
8 Corporate Place
Piscataway, NJ 08854

P. The placement of the demarcation point shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each customer's premises, unless specified otherwise by the customer or building/landowner and agreed to by SWBT.

Q. Digital equipment provided by the customer is subject to the regulations set forth in Section 1 of this tariff.

R. The customer must first order the MON Transport System followed by the MON Channels. When ordering ESCON™, Fast Ethernet, FDDI, D1 Video and OC3 ports, the customer must first order a MON Channel Sub-Rate System over which these services will be assigned.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.5 Allowance for Interruptions

Standard Configuration:

Unprotected Channel - A credit allowance will be given for interruptions of service. Refer to Section 1.4.8 of this tariff for calculating credit allowances.

Protected Channel - Any protected service interruption as a result of a failure on the protected portion of the circuit will result in a credit equal to one month's bill for the circuits involved. If the interruption occurs on an unprotected portion of the circuit, normal terms and conditions for credit allowances as stated in Section 1.4.8 will apply.

Local Distribution Channel Route Diversity:

Unprotected Channel- A credit allowance will be given for interruptions of service. Refer to Section 1.4.8 of this tariff for calculating credit allowances.

Protected Channel - Any protected service interruption as a result of a failure on the protected portion of the circuit will result in a credit equal to one month's bill for the protected portion of the circuits involved. If the interruption occurs on an unprotected portion of the circuit, normal terms and conditions for credit allowances as stated in Section 1.4.8 will apply.

Inter-office Facility Route Diversity:

Unprotected Channel - A credit allowance will be given for interruptions of service. Refer to Section 1.4.8 of this tariff for calculating credit allowances.

Protected Channel - Any protected service interruption as a result of a failure on the protected portion of the circuit will result in a credit equal to one month's bill for the protected portion of the circuits involved. If the interruption occurs on an unprotected portion of the circuit, normal terms and conditions for credit allowances as stated in Section 1.4.8 will apply.

Total Route Diversity:

Unprotected Channel - A credit allowance will be given for interruptions of service. Refer to Section 1.4.8 of this tariff for calculating credit allowances.

Protected Channel - Any interruption will result in a credit equal to one month's bill for the circuit involved.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.6 Assignment or Transfer of Service

The service of a customer, or any rights associated therewith, may be assigned or transferred, with the customers consent, only under the following conditions:

A) There is no interruption or relocation of the service.
B) The assignee or transferee assumes all outstanding indebtedness for the service and the unexpired portion of the service period originally contracted for.
C) All regulations and conditions contained in this tariff shall apply to the assignee or transferee.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.7 Service Configurations

21.1.7.1 Standard

SBC Multi-service Optical Network (MON) Service is available in three different configurations. The customer must choose, on a per channel basis, between;

A. Unprotected channel configuration, see 1) below, (maximum capacity of 64 channels),

B. Protected channel configuration, see 2) below, (maximum capacity of 32 channels) or,

C. Mixed channel configuration, see 3) below, which includes both unprotected and protected (active/stand-by) channels. (In this configuration, neither route may exceed the 32 channel capacity limit, including stand-by protected channels.)

(See diagram on following page for association with verbiage below.)

1) In the unprotected channel configuration, route "A" and route "B" can each carry up to 32 channels between the customer's designated premises. In the event of a route failure, the customer loses the channels utilizing the failed route.

2) In the protected channel configuration, all active protected channels are carried over route "A" between the customer's designated premises. All stand-by protected channels are carried over route "B". In the event of a failure on route "A", all active protected channel transmissions will be restored to route "B" stand-by protected channels within an engineered objective of less than 50 milliseconds (not to exceed 2 seconds).

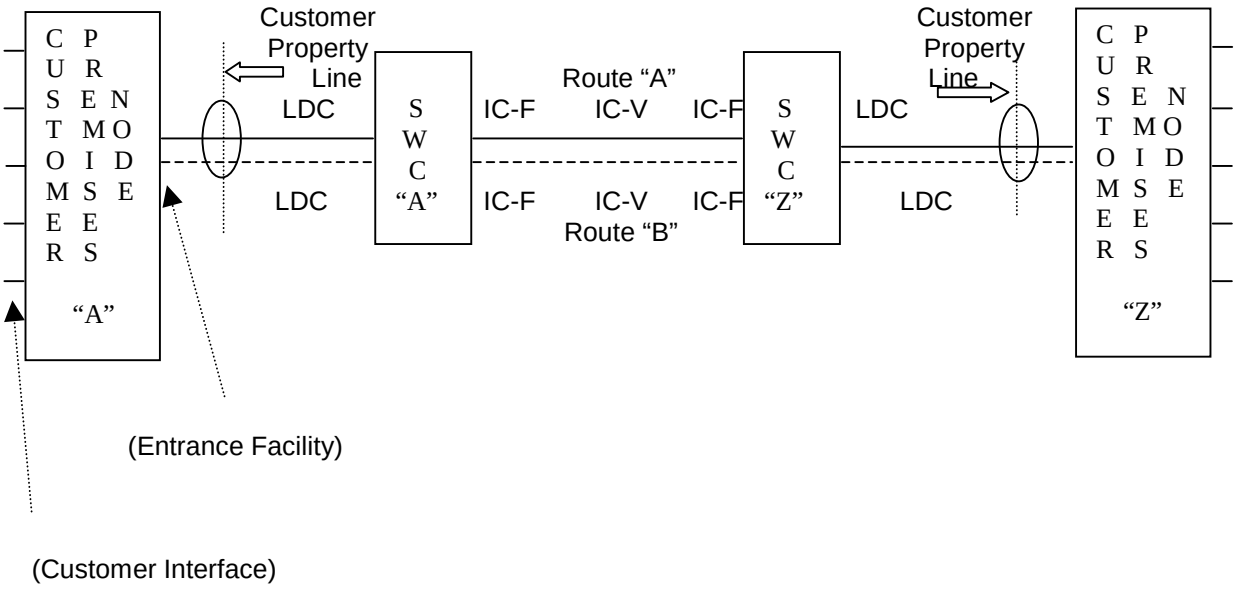
3) In the mixed channel configuration, up to 32 channels are available on each route to carry unprotected or protected (active/stand-by) channels. (An active protected channel on one route requires a stand-by protected channel on the other route.) In the event of a route failure, the active protected channel transmissions will be restored to the other route stand-by protected channels within an engineered objective of less than 50 milliseconds (not to exceed 2 seconds). Unprotected channels on the failed route will be lost.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.7 Service Configurations (Continued)

21.1.7.1 Standard (Continued)



Note: When utilizing this architecture, a fiber cable cut may result in all channels being lost since both routes share the same physical cable path.

This service does not include a second (diverse) entrance facility to the customer's premises. If the customer wants the LDC to enter their premises via a second entrance facility, they must provide such a facility to their building. (The customer may contact the Company and order the second entrance facility utilizing a Special Construction payment option.)

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.7 Service Configurations (Continued)

21.1.7.2 Optional

A. Local Distribution Channel (LDC) Route Diversity

This option, ordered on a per-end basis, routes the customer's service across two physically diverse LDC routes to their Serving Wire Center (SWC). Local Distribution Channel Route Diversity will assure 99.995 percent availability of the service over the protected portion of the route. Any service interruption will result in a credit allowance as described in Paragraph 21.1.5 preceding.

(See diagram on following page for association with verbiage below.)

1) If the customer chooses to use this option in the unprotected channel configuration, both route "A" and route "B" transport up to 32 active, unprotected channels to the SWC. In the event of a route failure, the customer loses the channels utilizing the failed route.

2) If the customer chooses to use this option in the protected channel configuration, all active protected channels are carried over route "A" to the SWC. All stand-by protected channels are carried over route "B". In the event of a failure on route "A", all active protected channel transmissions will be restored to route "B" stand-by protected channels within an engineered objective of less than 50 milliseconds (not to exceed 2 seconds).

3) If the customer chooses to use this option in the mixed channel configuration, up to 32 channels are available on each route to carry unprotected or protected (active/stand-by) channels. (An active protected channel on one route requires a stand-by protected channel on the other route.) In the event of a route failure, the active protected channel transmissions will be restored to the other route stand-by protected channels within an engineered objective of less than 50 milliseconds (not to exceed 2 seconds). Unprotected channels on the failed route will be lost.

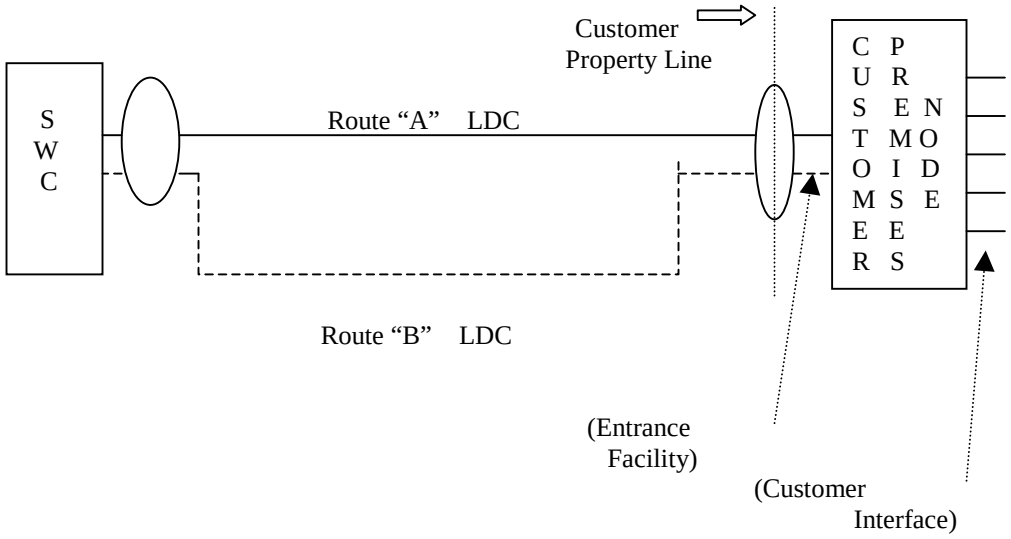
SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.7 Service Configurations (Continued)

21.1.7.2 Optional (Continued)

A. Local Distribution Channel (LDC) Route Diversity (Continued)



Note: When utilizing this architecture, a fiber cable cut on the non-diverse portions of the route, such as the inter-office facility route, may result in all channels being lost since non-diverse route may share the same physical cable path.

This service does not include a second (diverse) entrance facility to the customer's premises. If the customer wants the diversely routed LDC to enter their premises via a second entrance facility, they must provide such a facility to their building. (The customer may contact the Company and order the second entrance facility utilizing a Special Construction payment option.)

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.7 Service Configurations (Continued)

21.1.7.2 Optional (Continued)

B. Interoffice Channel Route Diversity

This option routes the customer's service across two physically diverse paths between the Serving Wire Centers of the customer's designated premises.

This option will assure 99.995 percent availability of the service over the protected portion of the route. Any service interruption will result in a credit allowance as described in Paragraph 21.1.5 preceding.

(See diagram on following page for association with verbiage below.)

1) If the customer chooses to use this option in the unprotected channel configuration, both route "A" and route "B" transport up to 32 active, unprotected channels between the customer designated premises. In the event of a route failure, the customer loses the channels utilizing the failed route.

2) If the customer chooses to use this option in the protected channel configuration, all active protected channels are carried over route "A" between the customer's designated premises. All stand-by protected channels are carried over route "B" (alternate route). In the event of a failure on route "A", all active protected channel transmissions will be restored to route "B" stand-by protected channels within an engineered objective of less than 50 milliseconds (not to exceed 2 seconds).

3) If the customer chooses to use this option in the mixed configuration, up to 32 channels are available on each route to carry unprotected or protected (active/stand-by) channels. (An active protected channel on one route requires a stand-by protected channel on the other route). In the event of a route failure, the active protected channel transmissions will be restored to the other route stand-by protected channels within an engineered objective of less than 50 milliseconds (not to exceed 2 seconds). Unprotected channels on the failed route will be lost.

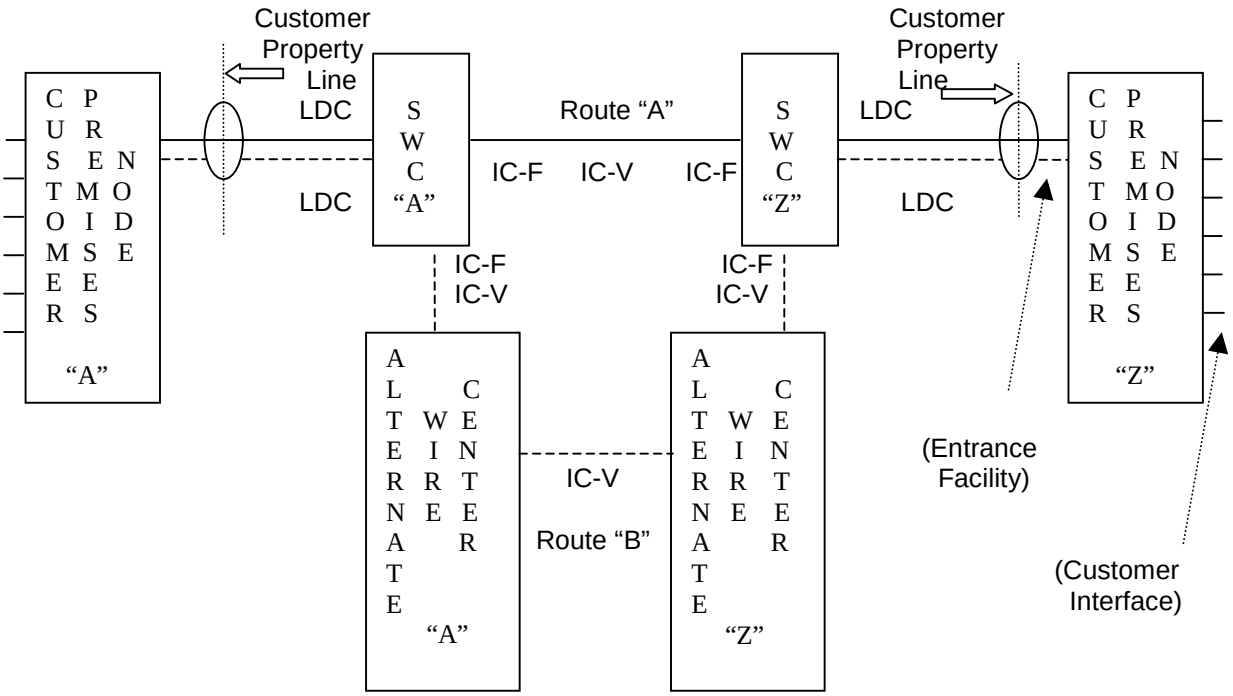
SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.7 Service Configurations (Continued)

21.1.7.2 Optional (Continued)

B. Interoffice Channel Route Diversity (Continued)



Note: When utilizing this architecture, a fiber cable cut on the non-diverse portions of the route, such as the Local Distribution Channel between the customer's premises and the Serving Wire Center, may result in all channels being lost since non-diverse routes may share the same physical cable path.

This service does not include a second (diverse) entrance facility to the customer's premises. If the customer wants the LDC to enter their premises via a second entrance facility, they must provide such a facility to their building. (The customer may contact the Company and order the second entrance facility utilizing a Special Construction payment option.)

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.7 Service Configurations (Continued)

21.1.7.2 Optional (Continued)

C. Total Channel Route Diversity

This option routes the customer's service across two physically diverse paths between the customer's designated premises. Local Distribution Channels are routed to both the Serving Wire Center (SWC) of the premises and to an Alternate Wire Center (selected by the Company). Interoffice Channels are utilized to connect the wire center terminated LDC's. A different interoffice Channel path is utilized to connect the two Alternate Wire Centers that were selected as termination points for the diversely routed LDC's.

This option will assure 99.995 percent availability of the service. Any service interruption will result in a credit allowance as described in Paragraph 21.1.5 preceding.

(See diagram on following page for association with verbiage below.)

1) If the customer chooses to use this option in the unprotected channel configuration, both route "A" and route "B" transport up to 32 active, unprotected channels between the customer designated premises. In the event of a route failure, the customer loses the channels utilizing the failed route.

2) If the customer chooses to use this option in the protected channel configuration, all active protected channels are carried over route "A" between the customer's designated premises. All stand-by protected channels are carried over route "B" (alternate route). In the event of a failure on route "A", all active protected channel transmissions will be restored to route "B" stand-by protected channels within an engineered objective of less than 50 milliseconds (not to exceed 2 seconds).

3) If the customer chooses to use this option in the mixed configuration, up to 32 channels are available on each route to carry unprotected or protected (active/stand-by) channels. (An active protected channel on one route requires a stand-by protected channel on the other route). In the event of a route failure, the active protected channel transmissions will be restored to the other route stand-by protected channels within an engineered objective of less than 50 milliseconds (not to exceed 2 seconds). Unprotected channels on the failed route will be lost.

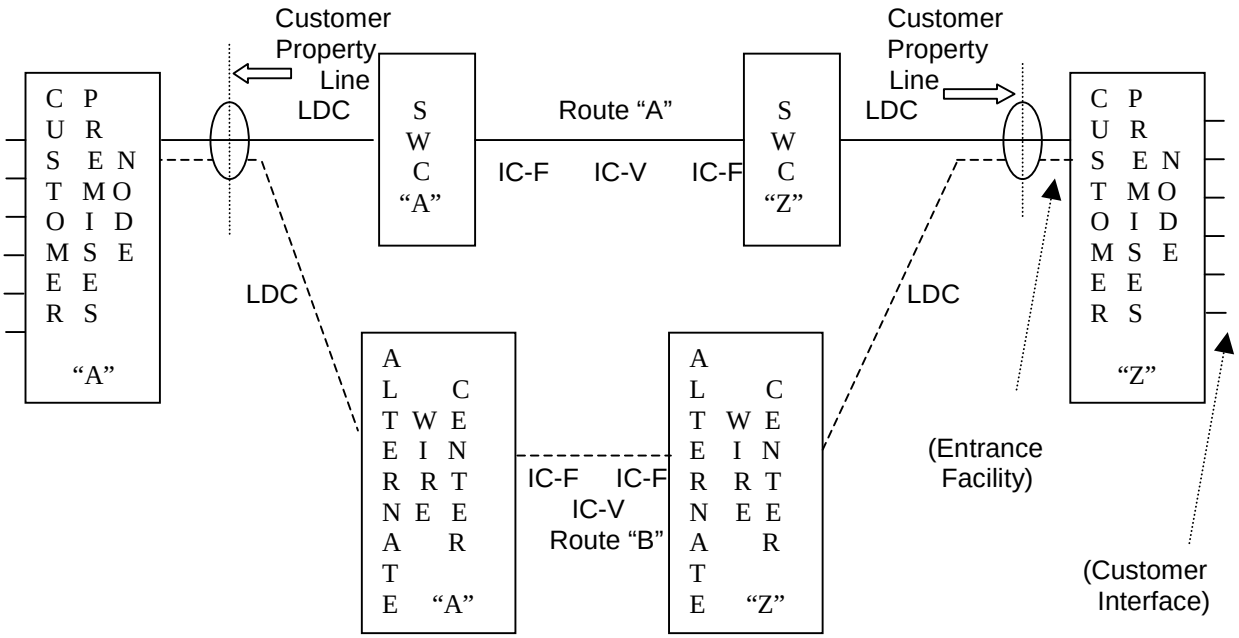
SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES – (Continued)

21.1.7 Service Configurations (Continued)

21.1.7.2 Optional (Continued)

C. Total Channel Route Diversity (Continued)



Note: This service does not include a second (diverse) entrance facility to the customer's premises. If the customer wants the diversely routed LDC to enter their premises via a second entrance facility, they must provide such a facility to their building. (The customer may contact the Company and order the second entrance facility utilizing a Special Construction payment option.)

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.1 DESCRIPTION AND APPLICATION OF SERVICES (Continued)

21.1.8 Technical Specifications

The customer interfaces to SBC Multi-service Optical Network Service are as specified in:

Subject	Technical Reference
Ameritech LAN Interconnect Service - Token Ring Interface Specifications	AM TR-NIS-000100
Ameritech LAN Interconnect Service - CSMA/CD Interface Specifications	AM TR-NIS-000104
Ameritech OC-3, OC-12 and OC-48 ServicE Interface Specifications	AM-TR-NIS-000111
Ameritech Digital Service Transmission Parameters	AM-TR-TMO-000101
Ameritech Service's Network Channel and Network Channel Interface Codes	AM-TR-TMO-000080
Ameritech Technical Interface Specifications (FDDI)	AM-TR-MIS-000077
FDDI	ANSI/IEEE 802.3
Ameritech Technical Interface Specifications (ESCON™)	AM-TR-NIS-000096 AM-TR-NIS-000107
IBM Documentation (ESCON™)	IBM SA22-7202-XX IBM SA23-0394-XX
Fibre Channel (also includes FICON™ and ISC™)	ANSI X3.T9.3
Fast Ethernet	ANSI/IEEE 802.3
GigaBit Ethernet	IEEE 802.3x and z
D1 Video	ANSI/SMPTE 259M

The Technical Reference can be obtained from:
APEx Help Desk
(847) 248-5324

The Telcordia Technologies Research Publication(s) can be obtained from:

Telcordia Technologies
8 Corporate Place
Piscataway, New Jersey 08854

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.2 RATE CONFIGURATION

21.2.1 General

There are eight basic rate elements which may apply to SBC Multi-service Optical Network (MON) Service:

- Nonrecurring Charges
- Local Distribution Channel
- Interoffice Channel
- Customer Premises Node
- Central Office Optical Amplifier
- Central Office Regenerator
- Ports
- Optional Service Features

21.2.2 Nonrecurring Charges

21.2.2.1General

Nonrecurring Charges are one-time charges that apply for specific work activities (i.e., installation of new service, moves and rearrangements of installed services.) There are three different Nonrecurring Charges; Administrative Charge, Design and Central Office Connection Charge and the Customer Connection Charge. The Administrative Charge applies any time a customer initiates an order for service. This charge applies once per customer order. The Design and Central Office Connection Charge applies to each service installed, and is charged once per circuit. The Customer Connection Charge applies to each service installed, and is charged once per Customer Premises Node.

21.2.2.2 Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements as set forth in 21.1.4 preceding or a change in the physical location of the point of termination at a customer premises. Changes in physical location of the point of termination are treated as moves and the following nonrecurring charges apply; Administrative, Design and Central Office and Customer Connection.

Service rearrangements will be charged as follows:

If a change involves a change of a customer of record, the Administrative Charge will apply. For the change of customer of record to be treated as a service rearrangement, the new customer must assume liability for both current and prior charges for the service.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.2 RATE CONFIGURATION (Continued)

21.2.2 Nonrecurring Charges (Continued)

21.2.2.2 Service Rearrangements (Continued)

For all other changes not requiring physical work at the central office, or customer premises, including a change in the customer assigned circuit identification or billing account number (when initiated by the customer), the Administrative Charge may apply.

For all other service rearrangements requiring physical work to be performed, the Administrative Charge may apply. Additionally, one Design and Central Office Connection Charge and one Customer Connection Charge per Customer Premises Node may apply.

21.2.2.3 Cancellation of Application for Service

(A) When an applicant cancels an order for service, other than those provided by Special Construction;

Prior to the issuance of an order, no charges apply.

After the issuance of an order, Nonrecurring Charges may apply as follows:

- Canceled before the Record Issue Date (RID), the Administrative Charge applies.
- Canceled on or after the RID, but before the Plant Test Date (PTD), the Administrative Charge and the Design and Central Office Connection Charge apply.
- Canceled on or after the PTD, the Administrative Charge, Design and Central Office Connection Charge and Customer Connection Charge apply.

(B) When an applicant cancels an order for service involving Special Construction;

Prior to the issuance of an order, no charges apply.

After the issuance of an order, but prior to the start of construction, all Nonrecurring Charges associated with the design of the Special Construction and the Administrative Charge may apply.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.2 RATE CONFIGURATION (Continued)

21.2.2 Nonrecurring Charges (Continued)

21.2.2.3 Cancellation of Application for Service (Continued)

(B) (Continued)

After construction has begun;

- If there is another requirement for the specially constructed facilities, the Administrative Charge, Design and Central Office Connection Charge, and the Customer Connection Charge may apply.
- If there is no other use for the specially constructed facilities, a charge equal to all the costs incurred in the special construction (including overheads), less net salvage, may apply in addition to the Administrative Charge, Design and Central Office Connection Charge, and the Customer Connection Charge.

Note: Installation or Special Construction of facilities for a customer start when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or Special Construction.

21.2.3 Local Distribution Channel

The Local Distribution Channel (LDC) provides for a two-point transmission path between a customer's designated premises and the SWBT Serving Wire Center for that premises. Rates and charges apply per (LDC) termination at a customer's designated premises.

21.2.4 Interoffice Channel

Interoffice channel is defined as the component of the service between two SWBT Serving Wire Centers. The Serving Wire Centers may be located in the same exchange area, or in a multi-office metropolitan exchange, or may be located in different exchange areas.

Interoffice channel charges include; a fixed interoffice channel charge and a per interoffice mileage charge which is based on the vertical and horizontal (V-H) distance between Serving Wire Centers or between exchanges, measured in whole miles. Fractional miles are rounded to the next whole mile. V-H coordinates for serving wire centers and designated digital hubs can be found in the National Exchange Carrier Association, Inc. (NECA) Wire Center Information Tariff.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.2 RATE CONFIGURATION (Continued)

21.2.5 Customer Premises Node

The Customer Premises Node provides for the termination of service, on a per shelf basis, at the customer's premises and presents the various selected ports to the customer.

21.2.6 Central Office Optical Amplifier

The Central Office Optical Amplifier, as required per location, provides for an optical signal boost if the distance between nodes exceeds the transmission loss parameters (link loss specific). Additional optical amplifiers may be required per location with certain circuit configurations.

21.2.7 Central Office Regenerator

The Central Office Regenerator, if required, provides for re-timing, re-shaping and regeneration of the signal if degradation exceeds the dispersion limits.

21.2.8 Port

Provides the channel interface at the customer's premises for each unprotected or protected channel.

21.2.9 Optional Features

21.2.9.1 Local Distribution Channel (LDC) Route Diversity

This option, ordered on a per-end basis, routes the customer's service across two physically diverse LDC routes to their Serving Wire Center (SWC).

21.2.9.2 Interoffice Channel Route Diversity

This option routes the customer's service across two physically diverse paths between the Serving Wire Centers of the customer's designated premises.

21.2.9.3 Total Route Diversity

This option routes the customer's service across two physically diverse paths between the customer's designated premises. LDC's are routed to both the Serving Wire Center (SWC) of the premises and to an Alternate Wire Center (selected by the Company). Interoffice facilities are utilized to connect the wire center terminated LDC's. A different interoffice facility path is utilized to connect the two Alternate Wire Centers that were selected as termination points for the diversely routed LDC's.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.3 Rates and Charges

21.3.1 Nonrecurring Charges

	USOC	Nonrecurring Charge
Administrative Charge - per service order	ORCMX	ICB
Design and Central Office Connection Charge - per circuit	NRBCL	ICB
Customer Connection Charge (Service Establishment) - per Customer Premises Node	NRBBL	ICB
Customer Connection Charge (Subsequent Installation) - per Customer Premises Node	NHCNL	ICB

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.3 Rates and Charges (Continued)

21.3.2 Recurring Rates

MON Transport System	USOC	Monthly Rates 3 Year	5 Year	Monthly Extension
Local Distribution Channel (4 required, two per route) - per LDC terminated on a customer premises	1RSFW	ICB	ICB	ICB
Interoffice Channel				
- Fixed (four required, two per route)	CM6	ICB	ICB	ICB
- Variable per V-H mile or fraction thereof, per route, (two routes required)	1L5XX	ICB	ICB	ICB
Customer Premises Node (includes first shelf)	F2ND1	ICB	ICB	ICB
Customer Premises Node - per subsequent shelf	F2NDS	ICB	ICB	ICB
Central Office Optical Amplifier - initial (as required, per location)	67QXX	ICB	ICB	ICB
Central Office Optical Amplifier - subsequent (as required, per location)	67QSX	ICB	ICB	ICB
Central Office Regenerator - per regenerator (as required)	V8RXX	ICB	ICB	ICB

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.3 Rates and Charges (Continued)

21.3.2 Recurring Rates (Continued)

		Monthly Rates		
MON Channels	USOC	3 Year	5 Year	Monthly Extension
Ports - per port				
ETR™				
- unprotected channel	POYKW	ICB	ICB	ICB
- protected channel	POYKP	ICB	ICB	ICB
FICON™				
- unprotected channel	POYMW	ICB	ICB	ICB
- protected channel	POYMP	ICB	ICB	ICB
ISC™				
- unprotected channel	POYJW	ICB	ICB	ICB
- protected channel	POYJP	ICB	ICB	ICB
Fibre Channel				
- unprotected channel	POYNW	ICB	ICB	ICB
- protected channel	POYNP	ICB	ICB	ICB
Gigabit Ethernet				
- unprotected channel	POYLW	ICB	ICB	ICB
- protected channel	POYLP	ICB	ICB	ICB
SONET OC-12/OC-12c				
- unprotected channel	POYFW	ICB	ICB	ICB
- protected channel	POYFP	ICB	ICB	ICB

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.3 Rates and Charges (Continued)

21.3.2 Recurring Rates (Continued)

MON Channels (continued)	USOC	Monthly Rates 3 Year	5 Year	Monthly Extension
Ports (Continued)				
- per port				
SONET OC-48				
- unprotected channel	POYGW	ICB	ICB	ICB
- protected channel	POYGP	ICB	ICB	ICB
SONET Flexible Speed				
- unprotected channel	POYBW	ICB	ICB	ICB
- protected channel	POYBP	ICB	ICB	ICB
Sub Rate System				
- unprotected channel	POYSW	ICB	ICB	ICB
- protected channel	POYSP	ICB	ICB	ICB
ESCON™				
- unprotected channel	POYHW	ICB	ICB	ICB
- protected channel	POYHP	ICB	ICB	ICB
Fast Ethernet				
- unprotected channel	POYCW	ICB	ICB	ICB
- protected channel	POYCP	ICB	ICB	ICB
FDDI				
- unprotected channel	POYDW	ICB	ICB	ICB
- protected channel	POYDP	ICB	ICB	ICB
D1 Video				
- unprotected channel	POYVW	ICB	ICB	ICB
- protected channel	POYVP	ICB	ICB	ICB
SONET OC-3/OC-3c				
- unprotected channel	POYEW	ICB	ICB	ICB
- protected channel	POYEP	ICB	ICB	ICB

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.3 Rates and Charges (Continued)

21.3.3 Optional Features(1)

	USOC	Monthly Price
Local Distribution Channel Route Diversity (applied in addition to Local Distribution Channel Charge above) - per quarter route mile	CPARD	ICB
Interoffice Facility Route Diversity - apply Interoffice Channel components below:		
Fixed, and		Apply CM6 above, and
Variable		apply 1L5XX above per interoffice route segment
Total Route Diversity		
- apply Local Distribution Channel Route Diversity above (two required), and		Apply two Local Distribution Channel Route Diversity charges CPARD above, and
- apply Interoffice Channel components below:		
Fixed, and		apply CM6 above, and
Variable		apply 1L5XX above per interoffice route segment

(1) When ordering either the Local Distribution Channel (LDC) Route Diversity option or the Total Route Diversity option, the protect/alternate LDC fiber route will be charged on a distance sensitive basis, based on route quarter mile increments from the customer premises to the Serving Wire Center or Alternate Wire Center, depending on the diversity option chosen.

For the Inter-office Facility Route Diversity option and the Total Route Diversity option, the diverse route Interoffice Channel variable component will be charged, by the mile, on a segment by segment basis, which include all the wire centers that the diverse Interoffice Channel route passes through, using the V&H coordinates method as set forth in the National Exchange Carrier Association, Inc. (NECA) Wire Center Information Tariff, FCC 4.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.4 Term Pricing Plan

The Term Pricing Plan provides the customer with rate stabilization and discounted rates. The Term Pricing Plan provides for three or five year rate stabilization. Decreases in monthly recurring rates will be passed on to customers who participate in a Term Pricing Plan(TPP). SWBT will notify customers participating in a Term Pricing Plan when monthly rates are decreased.

Should SWBT increase its rates during the Term Pricing Plan period, the customer will continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.

The customer must provide SWBT with a written notice of intent to renew a Term Pricing Plan no later than 90 days prior to its expiration. If a customer chooses to renew a Term Pricing Plan, the monthly rates for the new TPP selected will be at the current rates in effect for new customers. If the customer elects not to renew the Term Pricing Plan, or does not notify SWBT of the customer's intent to renew the Term Pricing Plan, the service will automatically be billed under the monthly extension rate in effect at the time the Term Pricing Plan expires.

Any special construction charges incurred for services billed under a Term Pricing Plan will be applicable as provided for in Section 1.4.4 of this tariff.

During a customer's TPP term, conversion may be made to a new TPP term of the same or different length or to a higher speed service, if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP term becomes effective upon execution. No credit for months under the previous TPP may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. The prices applicable for the new term are those currently in effect for new customers.

After the expiration of 25 months of a 3 year TPP term or 42 months of a 5 year TPP term, any MON Transport System or MON Channel components added to the existing service configuration provided under that TPP will be billed at the monthly extension rates.

SBC MULTI-SERVICE OPTICAL NETWORK (MON) SERVICE

21.4 Term Pricing Plan (Continued)

During a TPP term a customer may move one Local Distribution Channel (LDC) of SBC Multi-service Optical Network (MON) Service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. The customer must have met a 12 month minimum in-service period at the old location and be liable for at least 12 months remaining at the new location. Nonrecurring Charges, as appropriate, will apply.

If a customer cancels a Service Order or terminates service before the completion of the term, the customer agrees to pay the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in the General Exchange Tariff, Section 17.6.

In addition to any special construction liabilities, customer termination liability for cancellation of a SBC Multi-service Optical Network (MON) Service to shall be equal to:

- All waived and/or unpaid nonrecurring charges, plus;

- Fifty (50) percent of all recurring charges for the balance of the customer's term.

No Supplement to this tariff will be issued except for the purpose of canceling this tariff.

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SBC OC-N POINT-TO-POINT SERVICE

No Supplement to this tariff will be issued except for the purpose of canceling this tariff.

SBC OC-N POINT-TO-POINT SERVICE

22.1 DESCRIPTION AND APPLICATION OF SERVICES

22.1.1 General

SBC OC-n Point-to-Point Service provides high-speed synchronous optical fiber-based full duplex data transmission capabilities. This service provides optical data transmission with the following characteristics:

- SBC OC-3 Service provides channels operating at the terminating bit rate of 155.52 Mbps
- SBC OC-12 Service provides channels operating at the terminating bit rate of 622.08 Mbps
- SBC OC-48 Service provides channels operating at the terminating bit rate of 2488.32 Mbps
- SBC OC-192 Service provides channels operating at the terminating bit rate of 9953.28 Mbps

SBC OC-n channels may be used to connect:

- A customer-designated premises to another customer-designated premises.
- A customer-designated premise to a Company location where Add/Drop Multiplexing, Add/Drop Functions and/or cross-connections are performed.

SBC OC-n Service channels may be connected by:

- Using the appropriate OC-n Add/Drop Multiplexer (mux) along with the add/drop function to a Megalink 1.5 High Capacity Service and/or Southwester Bell DS3 Service at suitably equipped wire centers, or
- Using the full bandwidth premises to premises.

SBC OC-N POINT-TO-POINT SERVICE

22.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

22.1.2 Definitions

Interoffice Transport - Provides the transmission paths between Serving Wire Centers associated with two customer-designated premises or between a Serving Wire Center associated with a customer premises and a Company Hub location. Four interoffice transport types are available: OC-3 which supports a bit rate of 155.52, OC-12 transport at the 622.08 bit rate, OC-48 transport at a bit rate of 2488.32 and OC-192 at a bit rate of 9953.28.

Local Distribution Channel- Provides optical interconnection between a Company Serving Wire Center (SWC) and the customer premises.

OC-n Add/Drop Multiplexing - An arrangement that allows a SBC OC-n channel operating at a terminating speed of 155.52 Mbps, 622.08 Mbps, 2488.32 Mbps and 9953.28 Mbps respectively, to add/drop a lower speed channel by using this feature along with the Add/Drop Function.

SONET (Synchronous Optical Network) - Set of international standards for fiber optic based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing approach based on the application of Synchronous Transport Signals (STS).

22.1.3 Regulations

The regulations, rates and charges specified herein are in addition to other regulations, rates and charges as specified in this and other SWBT tariffs.

The services provided for SBC OC-n Point-to-Point Service are primarily designed to meet the private line communications requirements of business customers, and the regulations herein reflect the reasonable support on the part of SWBT in assisting the customer in the ordering and provisioning of private line services. This assistance includes, but is not limited to, advice as to which private line service best meets the customer's requirements, taking into consideration the customer's present and future communications needs.

In addition, SWBT will continue to assist and advise the customers and cooperatively respond to the requirements of the customer until such time as the private line service is discontinued. The aforementioned level of assistance is considered to be part of the private line service offering.

SBC OC-N POINT-TO-POINT SERVICE

22.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

22.1.4 Provision of Service

A. SBC OC-n Point-to-Point Service is available only on a point-to-point intraLATA basis to customers served by and within the service territories of SWBT only.

B. SBC OC-n Point-to-Point Service is furnished on a full-time basis (24 hours a day, seven days per week.)

C. SBC OC-n Point-to-Point Service can only be provided within the same LATA where existing facilities and equipment permit. Services between serving wire centers must have appropriate service components between all intermediate offices to have the ability to provide the service. Additional service features may be available only at selected central offices as determined by SWBT.

D. Customer requests for SBC OC-n Point-to-Point Service may require construction of suitable service components. The regulations, rates and charges applicable to special construction are found in Section 1.4.4 of this Tariff. Service availability will be negotiated locally.

E. The customer is responsible via the ordering process to identify what STS signal configuration is to be contained in each SBC OC-n service connection and each STS-1 and STS-3 payload content. This information is needed for routing and connection purposes in the network.

F. When SBC OC-n Point-to-Point Service is provided, the customer is responsible for providing the Optical Line Termination (OLT) at the customer's premises. The OLT supplied at the customer premises must be compatible with the OLT used by the Company in the Serving Wire Center.

G. All LDCs comprising a channel must have the same terminating bit rate unless multiplexing is performed at a Company Hub location.

H. The options in Add/Drop Multiplexing and Add/Drop Function cannot be used with SBC OC-n Point-to-Point Service configured by the customer to contain a single nonchannelized (concatenated) STS-3C or STS-12C signal, respectively.

SBC OC-N POINT-TO-POINT SERVICE

22.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

22.1.4 Provision of Service (cont'd)

I. When ordering the 1+1 Protection with Route Survivability option:

- The protect fiber will be charged on a distance sensitive basis, based on quarter route miles, from the customer premises to the serving wire center
- Prior to confirming an order for service, the Company will provide a proposed route diagram to the customer. The diagram will include the number of quarter route miles and method used to support the number needed to provide the alternate route or route to the alternate wire center. In order to avoid compromising Route Survivability information, the Company will provide this information only to the ordering customer.
- Installation of the 1+1 Protection with Route Survivability option will not begin until the customer has accepted the proposed routing by the Company.

22.1.5 Allowance for Interruptions

A credit allowance will be given for interruptions of service. Refer to Section 1.4.8 of this tariff for calculating credit allowances.

22.1.6 Assignment or Transfer of Service

The service of a customer, or any rights associated therewith, may be assigned or transferred, with the customer's consent, only under the following conditions:

A. There is no interruption or relocation of the service.

B. The assignee or transferee assumes all outstanding indebtedness for the service and the unexpired portion of the service period originally contracted for.

C. All regulations and conditions contained in this tariff shall apply to the assignee or transferee.

SBC OC-N POINT-TO-POINT SERVICE

22.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

22.1.7 Service Configuration

SBC OC-n Point-to-Point Service, based on customer requirements, can be configured in any of the following ways:

A. OC-3

1. Three STS-1 (Synchronous Transport Signals) channels which each contain:

   - One DS3 that is STS-1 mapped
   - Up to 28 DS1s that are VT-mapped
   - An STS-1 channel without constraint to payload mapping when the STS-1 channel does not terminate via an Add/Drop Function to DS1 or DS3 services within the SWBT network

2. A single concatenated STS-3C channel

B. OC-12

1. Twelve STS-1 channels which each contain:

   - One DS3 that is STS-1 mapped
   - Up to 28 DS1s that are VT-mapped
   - An STS 1 channel without constraint to payload mapping when the STS-1 channel does not terminate via an Add/Drop Function to DS1 or DS3 services within the SWBT network

2. Four concatenated STS-3C channels

3. From one to three STS-3C channels mixed with from three to nine STS-1 channels subject to utilization of the total OC-12 capacity

4. A single concatenated STS-12C channel

SBC OC-N POINT-TO-POINT SERVICE

22.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

22.1.7 Service Configurations (cont'd)

C. OC-48

1. Forty-eight STS-1 channels which each contain:

- One DS3 that is STS-1 mapped;
- Up to 28 DS1s that are VT-mapped;
- An STS-1 channel without constraint to payload mapping when the STS-1 channel does not terminate via an Add/Drop Function to DS1 or DS3 services within the SWBT network;

2. Sixteen concatenated STS-3C channels:

- From one to fifteen concatenated STS-3C channels mixed with from three to forty-five STS-1 channels subject to utilization of the total OC-48 capacity;

3. Four concatenated STS-12C channels:

- From one to three concatenated STS-12C channels mixed with from twelve to thirty-six STS-1 channels subject to utilization of the total OC-48 capacity;
- From one to three concatenated STS-12C channels mixed with from four to twelve concatenated STS-3C channels, also mixed with from three to thirty-three STS-1 channels subject to utilization of the total OC-48 capacity.
- From one to three concatenated STS-12C channels mixed with from one to eleven concatenated STS-3C channels, also mixed with from three to thirty-three STS-1 channels subject to utilization of the total OC-48 capacity.

D. OC-192

1. One hundred ninety two interleaved STS-1 channels which each contain:

- One DS3 that is STS-1 mapped;
- Up to 28 DS1s that are VT-mapped;
- An STS-1 channel without constraint to payload mapping when the STS-1 channel does not terminate via an Add/Drop Function to DS1 or DS3 services within the SWBT network;

SBC OC-N POINT-TO-POINT SERVICE

22.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

22.1.7 Service Configurations (cont'd)

D. OC-192 (cont'd)

2. Sixty four interleaved concatenated STS-3C channels:

- From one to sixty three interleaved concatenated STS-3C channels mixed with from three to one hundred and eighty nine STS-1 channels, subject to utilization of the total STS-192 capacity;

3. Sixteen interleaved concatenated STS-12C channels:

- From one to fifteen interleaved concatenated STS-12C channels mixed with from twelve to one hundred and eighty STS-1 channels subject to utilization of the total STS-192 capacity;
- From one to fifteen interleaved concatenated STS-12C channels mixed with from four to sixty concatenated STS-3C channels subject to utilization of the total STS-192 capacity;
- From one to fifteen interleaved concatenated STS-12C channels mixed with from one to fifty nine concatenated STS-3C channels, also mixed with from three to one hundred and seventy seven STS-1 channels subject to utilization of the total STS-192 capacity.

4. Four interleaved concatenated STS-12C channels:

- From one to three interleaved concatenated STS-48C channels mixed with from forty eight to one hundred and forty four STS-1 channels subject to utilization of the total STS-192 capacity;
- From one to three interleaved concatenated STS-48C channels mixed with from sixteen to forty eight STS-3c channels subject to utilization of the total STS-192 capacity;
- From one to three interleaved concatenated STS-48C channels mixed with from four to twelve STS-12c channels subject to utilization of the total STS-192 capacity;
- From one to three interleaved concatenated STS-48C channels mixed with from one to forty seven concatenated STS-3C channels, also mixed with from three to one hundred and forty one STS-1 channels subject to utilization of the total STS-192 capacity.

SBC OC-N POINT-TO-POINT SERVICE

22.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

22.1.7 Service Configurations (cont'd)

D. OC-192 (cont'd)

4. Four interleaved concatenated STS-12C channels: (cont'd)

- From one to three interleaved concatenated STS-48C channels mixed with from one to eleven concatenated STS-12C channels, also mixed with from twelve to one hundred and thirty two STS-1 channels subject to utilization of the total STS-192 capacity.
- From one to three interleaved concatenated STS-48C channels mixed with from one to eleven concatenated STS-12C channels, also mixed with from four to forty four concatenated STS-3c channels subject to utilization of the total STS-192 capacity.
- From one to three interleaved concatenated STS-48C channels mixed with from one to eleven concatenated STS-12C channels, also mixed with from three to one hundred and twenty nine STS-1 channels subject to utilization of the total STS-192 capacity.

The customer is responsible via the ordering process to identify what STS signal configuration is to be contained in each OC-n Point-to-Point service connection and each STS-1, STS-3 and/or STS-12 payload content. This information is needed for routing and connection purposes in the network.

SBC OC-N POINT-TO-POINT SERVICE

22.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

22.1.8 Technical Specifications

The technical specifications for SBC OC-n Point-to-Point Service are described in Technical Reference AM-TR-NIS-000111. The Company will work cooperatively with the customer to select compatible Optical Line Terminations (OLTs) which conform to the requirements set forth in Technical Reference Publication AM-TR-TMO-000101.

The network channel interfaces define the bit rates that are available for SBC OC-n Point-to-Point Services operating at speeds of 155.52 Mbps and 622.08 Mbps, 2488.32 Mbps and 9953.28 Mbps respectively. Network Channel interfaces and codes are described in Ameritech Technical Publication AM-TR-TMO-000080.

Subject	Technical Reference
Ameritech Service's Network Channel and Network Channel Interface Codes	AM-TR-TMO-000080
Ameritech Digital Service Transmission Parameters	AM-TR-TMO-000101
Ameritech OC-3, OC-12, OC-48 and OC-192 Service Interface Specifications	AM-TR-NIS-000111

The Technical Reference can be obtained from:

Manager - TIRM Office
Ameritech Services, Inc.
2000 W. Ameritech Center Drive, Locn 3A09F
Hoffman Estates, IL 60196

SBC OC-N POINT-TO-POINT SERVICE

22.2 RATE CONFIGURATION

22.2.1 General

There are four basic rate elements which may apply to SBC OC-n Point-to-Point Service:

- Nonrecurring Charges
- Local Distribution Channel (LDC)
- Interoffice Transport (which consists of a combination of Channel Mileage and Channel Mileage Terminations)
- Optional Features and Functions.

22.2.2 Nonrecurring Charges

22.2.2.1 General

Nonrecurring Charges are one-time charges that apply for specific work activities (i.e., installation of new service, moves and rearrangements of installed services.) There are three different Nonrecurring Charges; Administrative Charge, Design and Central Office Connection Charge and the Customer Connection Charge. The Administrative Charge applies any time a customer initiates an order for service. This charge applies once per customer order. The Design and Central Office Connection Charge applies to each service installed, and is charged once per circuit. The Customer Connection Charge applies to each service installed, and is charged once per customer termination.

22.2.2.2 Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at a customer premises. Changes in physical location of the point of termination are treated as moves and the following nonrecurring charges apply; Administrative, Design and Central Office and Customer Connection.

SBC OC-N POINT-TO-POINT SERVICE

22.2 RATE CONFIGURATION (cont'd)

22.2.2 Nonrecurring Charges (cont'd)

21.2.2.2 Service Rearrangements (cont'd)

Service rearrangements will be charged as follows:

If a change involves the rearrangement of a SBC OC-n Point-to-Point Service (nonchannelized) to an arrangement with an Add/Drop Multiplexer and an Add/Drop Function or vice-versa, an Administrative Charge, Design and Central Office Connection Charge and Customer Connection Charge will apply.

A change in payload mapping within an OC-n package will require a redesign of the SBC OC-n Point-to-Point Service, and an Administrative Charge and Design and Central Office Connection Charge will apply.

22.2.3 Local Distribution Channels (LDCs) provide optical interconnection between a Company Serving Wire Center (SWC) and the customer premises. LDCs are in available at terminating bit rates of 155.52 Mbps, 622.08 Mbps, 2488.32 Mbps and 9953.28 Mbps. LDCs are provided in 4 fiber loop format in a synchronous data transmission format. Rates and charges apply per LDC termination at a customer's premises.

22.2.4 Interoffice Transport facilities, comprised of Channel Mileage Termination (CMT) and Channel Mileage (CM), provide the transmission paths between Serving Wire Centers associated with two customer-designated premises or between a Serving Wire Center associated with a customer premises and a Company Hub location. Four interoffice transport types are available: OC-3 transport which supports a bit rate of 155.52, OC-12 transport at the 622.08 bit rate, OC-48 transport at a bit rate of 2488.32 and OC-192 at a bit rate of 9953.28.

SBC OC-3 LDCs are interconnected to OC-3 transport, SBC OC-12 LDCs are interconnected to OC-12 transport, SBC OC-48 LDCs are interconnected to OC-48 transport and SBC OC-192 LDCs are interconnected to OC-192 transport.

SBC OC-N POINT-TO-POINT SERVICE

22.2 RATE CONFIGURATION (cont'd)

22.2.4 (cont'd)

In addition, interoffice transport can be connected between wire centers with Add/Drop Multiplexing at a lower OC-n speed than the LDC, if the transport is between a lower speed Add/Drop Function and:

- another lower speed Add/Drop Function
- another lower speed Local Distribution Channel
- a lower speed Dedicated Ring Port

All of the above terminations must be the same speed as the transport.

22.2.5 Optional Features

A. OC-n Add/Drop Multiplexing

An arrangement that allows a SBC OC-n channel operating at a terminating speed of 155.52 Mbps, 622.08 Mbps, 2488.32 Mbps and 9953.28 Mbps respectively, to add/drop a lower speed channel by using this feature along with the Add/Drop Function as stated below.

OC-3 Add/Drop Multiplexing at a Company wire center will provide the capability to support the full Add/Drop Function capacity of OC-3 Service bandwidth with up to three DS3 Add/Drop Functions or equivalently up to three groups of 28 DS1 Add/Drop Functions.

OC-12 Add/Drop Multiplexing at a Company wire center will provide the capability to support the full Add/Drop Function capacity of OC-12 Service bandwidth with up to four OC-3 Add/Drop Functions or up to twelve DS3 Add/Drop Functions or equivalent combinations of OC-3 and DS3.

OC-48 Add/Drop Multiplexing at a Company wire center will provide the capability to support one quarter of the Add/Drop Function capacity of OC-48 Service bandwidth. Up to four OC-48 Add/Drop Multiplexing options may be provided with each supporting one OC-12 Add/Drop Function, or up to four OC-3 Add/Drop Functions or up to twelve DS3 Add/Drop Functions or equivalent combinations of OC-3 and DS3 Add/Drop Functions.

SBC OC-N POINT-TO-POINT SERVICE

22.2 RATE CONFIGURATION (cont'd)

22.2.5 Optional Features (cont'd)

A. OC-n Add/Drop Multiplexing (cont'd)

OC-192 Add/Drop Multiplexing at a Company wire center will provide the capability to support full Add/Drop Function capacity of OC-192 Service bandwidth. Up to four OC-48 Add/Drop Multiplexing options, or up to 16 OC-12 add/drop functions, or up to 64 OC-3 add/drop functions or equivalent combinations of OC-48, OC-12 and OC-3 add/drop functions may be provided.

B. Add/Drop Function

The SBC OC-n Point-to-Point Service is able to add or drop lower level signals as shown in the matrix following. The Add/Drop Function is offered at a circuit level. For example, if a customer wants to drop one DS3 signal from an OC-12 service, they would pay one add/drop charge for the DS3, plus the OC-12 Add/Drop Multiplexing charge.

A SBC OC-n Point to Point Service is only able to add or drop the services that have been identified by payload content (mapped) within the bandwidth. DS1 mapped STS-1 signals are only able to connect to a DS1, and DS3 mapped STS-1 signals are only able to connect to a DS3. If a change is required it may be accomplished by the customer's CPE or through the current asynchronous environment for multiplexing of DS3 and DS1 Services.

SBC OC-N POINT-TO-POINT SERVICE

22.2 RATE CONFIGURATION (cont'd)

22.2.5 Optional Features (cont'd)

B. Add/Drop Function (cont'd)

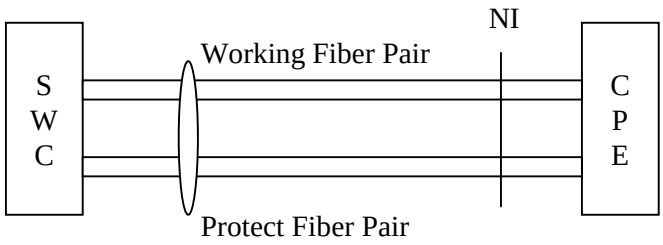
ADD/DROP Function

	DS1	DS3	OC-3	OC-12	OC-48
OC-192	No/1/	No/2/	Yes	Yes	Yes
OC-48	No/1/	Yes	Yes	Yes	NA
OC-12	No/1/	Yes	Yes	NA	NA
OC-3	Yes	Yes	NA	NA	NA

C. 1+1 Protection

The base SBC OC-n Point to Point Service is offered with four fibers in the same cable, but the protection card will only be activated when this option is ordered. This will allow customers to order protection if their CPE can accommodate it.

SAME CABLE



/1/ To add/drop a DS1 from an OC-12 and/or OC-48, an intermediate step at either OC-3 or DS3 must be taken. To add/drop a DS1 from an OC-192, an intermediate step at OC-48 must be taken.

/2/ To add/drop a DS3 from an OC-192, an intermediate step at either OC-3, OC-12 or OC-48 must be taken.

SBC OC-N POINT-TO-POINT SERVICE

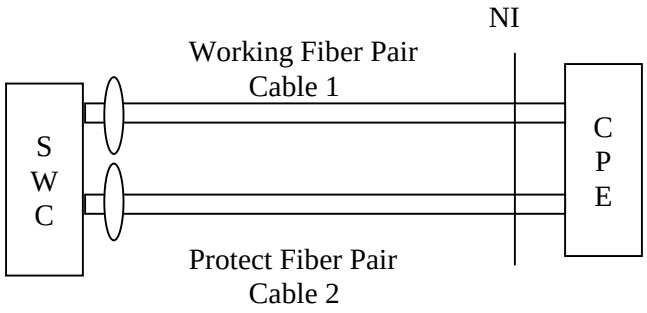
22.2 RATE CONFIGURATION (cont'd)

22.2.5 Optional Features (cont'd)

D. 1+1 Protection with Cable Survivability

This option will provide 1+1 protection and additional loop survivability with the working fiber pair and protect fiber pair placed in separate cables within the same conduit.

DIFFERENT CABLE

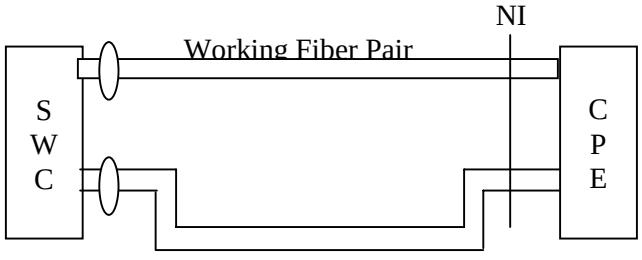


E. 1+1 Protection with Route Survivability

This option will provide 1+1 protection and offer additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protect fiber pair via a physically diverse alternate route.

This option will also assure 100 percent availability of the service. Any service interruption will result in a credit allowance as described in the Credit Allowances paragraph preceding.

DIFFERENT PHYSICAL PATH



Protect Fiber Pair

SBC OC-N POINT-TO-POINT SERVICE

22.2 RATE CONFIGURATION (cont'd)

22.2.5 Optional Features (cont'd)

(FC) F. Point-to Point Regenerator

Regenerators provide essential detection and retransmission of SONET Optical 2488.32 Mbps or 9953.28 Mbps signals between customer premises. Regenerators will only be provided as required by the Company when actual fiber facility distances between customer designated premises and/or central office locations exceed design limits (typically 25 to 30 miles). Regenerators will be located exclusively in Company central offices.

22.3 RATES AND CHARGES

22.3.1 Nonrecurring Charges

	OSOC	Nonrecurring Charge
Administrative Charge, per service order		
- OC-3 Service 155.52 Mbps	NHCP1	ICB
- OC-12 Service 622.08 Mbps	NHCP1	ICB
- OC-48 Service 2488.32 Mbps	NHCP1	ICB
- OC-192 Service 9953.28 Mbps	NHCP1	ICB
Design and Central Office Connection Charge, per circuit		
- OC-3 Service 155.52 Mbps	NHCP2	ICB
- OC-12 Service 622.08 Mbps	NHCP2	ICB
- OC-48 Service 2488.32 Mbps	NHCP2	ICB
- OC-192 Service 9953.28 Mbps	NHCP2	ICB
Customer Connection Charge, per termination		
- OC-3 Service 155.52 Mbps	NHCP3	ICB
- OC-12 Service 622.08 Mbps	NHCP3	ICB
- OC-48 Service 2488.32 Mbps	NHCP3	ICB
- OC-192 Service 9953.28 Mbps	NHCP3	ICB

No Supplement to this tariff will be issued except for the purpose of canceling this tariff.

SBC OC-N POINT-TO-POINT SERVICE

22.3 RATES AND CHARGES (cont'd)

22.3.2 Recurring Rates

	USOC	Monthly Rate
Local Distribution Channel		
- per point of termination		
- OC-3	1RSOX	ICB
- OC-12	1RSOX	ICB
- OC-48	1RSOX	ICB
- OC-192	1RSOX	ICB
Channel Mileage Termination		
- per point of termination		
- OC-3	CM6	ICB
- OC-12	CM6	ICB
- OC-48	CM6	ICB
- OC-192	CM6	ICB
Channel Mileage, per mile		
- per point of termination		
- OC-3	JZ4WS	ICB
- OC-12	JZ4WS	ICB
- OC-48	JZ4WS	ICB
- OC-192	JZ4WS	ICB
Optional Features -		
Add/Drop Multiplexing		
- per arrangement		
- OC-3	MPECX	ICB
- OC-12	MPEDX	ICB
- OC-48	MXRFX	ICB
- OC-192	MXRGX	ICB

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SBC OC-N POINT-TO-POINT SERVICE

22.3 RATES AND CHARGES (cont'd)

22.3.2 Recurring Rates (cont'd)

Optional Features (cont'd)	USOC	Monthly Rate	Nonrecurring Charge
Add/Drop Function			
OC-3 Service			
- Per DS3 Add or Drop	MXJBX	ICB	ICB
- Per DS1 Add or Drop	MXJAX	ICB	ICB
OC-12 Service			
- Per OC-3 Add or Drop	MXJCX	ICB	ICB
- Per DS3 Add or Drop	MXJBX	ICB	ICB
OC-48 Service			
- Per OC-12 Add or Drop	MXJEX	ICB	ICB
- Per OC-3 Add or Drop	MXJCX	ICB	ICB
- Per DS3 Add or Drop	MXJBX	ICB	ICB
OC-192 Service			
- Per OC-48 Add or Drop	MXJFX	ICB	ICB
- Per OC-12 Add or Drop	MXJEX	ICB	ICB
- Per OC-3 Add or Drop	MXJCX	ICB	ICB
1+1 Protection			
- Per OC-3 LDC	P8T	ICB	ICB
- Per OC-12 LDC	P8T	ICB	ICB
- Per OC-48 LDC	P8T	ICB	ICB
- Per OC-192 LDC	P8T	ICB	ICB
1+1 Protection with Cable Survivability			
- Per OC-3 LDC	P3S	ICB	ICB
- Per OC-12 LDC	P3S	ICB	ICB
- Per OC-48 LDC	P3S	ICB	ICB
- Per OC-192 LDC	P3S	ICB	ICB

SBC OC-N POINT-TO-POINT SERVICE

22.3 RATES AND CHARGES (cont'd)

22.3.2 Recurring Rates (cont'd)

Optional Features (cont'd)

	USOC	Monthly Rate	Nonrecurring Charge
Add/Drop Function (cont'd)			
1+1 Protection with Route Survivability			
- Per OC-3 LDC	P8T	ICB	Apply P8T
- Per OC-12 LDC	P8T	ICB	preceding plus 'Per
- Per OC-48 LDC	P8T	ICB	Quarter Route Mile'
- Per OC-192 LDC	P8T	ICB	Below
Per Quarter Route Mile			
OC-3	S2DXY	ICB	ICB
OC-12	S2DXY	ICB	ICB
OC-48	S2DXY	ICB	ICB
OC-192	S2DXY	ICB	ICB
Point-to-Pont Regenerator,			
- Per OC-48 regenerator	RGY48	None	ICB
- Per OC-92 regenerator	RGY92	None	ICB

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SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

No Supplement to this tariff will be issued except for the purpose of canceling this tariff.

SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.1 DESCRIPTION AND APPLICATION OF SERVICES

23.1.1 General

SBC Multi-service Optical Network Ring (MON Ring) Service provides high volume optical transport utilizing multiplexing technology in a ring configuration. Multiple data signals are transmitted over fiber-optic cable using different wavelengths of light. Each of these wavelengths represents a transmission channel in the MON system and is protocol-independent of every other channel in the system.

SBC MON Ring Service is only available within the Local Access and Transport Areas (LATAs) served by and within the service territories of Southwestern Bell.

SBC MON Ring Service allows customers to combine their multiple data signals so that they can be amplified and transported over one network. MON Ring Service provides dedicated capacity over a single pair of fiber in two directions that increases capacity without limiting customer-required data interfaces.

SBC MON Ring Service offers the following port interfaces:

IBM Protocols: (1)

ESCON™ (200 Mbps) – Enterprise Systems Connection. An IBM duplex optical connection used for computer-to-computer data exchange. ESCON™ is limited to a maximum distance of 43 km and actual data throughput is distance sensitive.

ETR™ (8 Mbps – Manchester Encoded) – External Timing References. This protocol is used for IBM GDPS™ architecture for multiple-location host processors. ETR™ is limited to a maximum distance of 40 km.

FICON™ (1.0625 Gbps and 2.125 Gbps) – A higher-speed evolution of ESCON™, enabling 1 Gbps connectivity among mainframes, storage devices and peripherals. FICON™ is limited to a maximum distance of 100 km and actual data throughput is distance sensitive.

(1) ESCON™, ETR™, FICON™, ISC™ and GDPS™ are registered trademarks of the International Business Machines (IBM) Corporation, Armonk, NY 10504.

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SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

23.1.1 General (cont'd)

IBM Protocols: (1) (cont'd)

ISC™ (1.0625 Gbps) – Inter-System Coupling. This protocol is used with IBM GDPS™ architecture for multiple-location host processors. ISC™ is limited to a maximum distance of 40 km.

Other Protocols:

Fibre Channel (1.0625 Gbps and 2.125 Gbps) – an industry standard protocol used to interconnect Storage Area Networks (SANs). Fibre Channel is limited to a maximum distance of 100 km and actual data throughput is distance sensitive.

Fast Ethernet – a version of Ethernet that allows data transmission rates of 100 Mbps.

Gigabit Ethernet – a version of Ethernet that allows data transmission rates of 1 Gbps.

10 Gigabit Ethernet (WAN-PHY) – a version of Ethernet that allows data transmission rates of 9.953 Gbps with a WAN-PHY only interface.

D1 Video – uncompressed digital video signal operating at 270 Mbps.

SONET OC-3/OC-3c - provides a fiber-based 155.52 Mbps synchronous optical full duplex data transmission capability. (2)

SONET OC-12/OC-12c - provides a fiber-based 622.08 Mbps synchronous optical full duplex data transmission capability. (2)

(1) ESCON™, ETR™, FICON™, ISC™ and GDPS™ are registered trademarks of the International Business Machines (IBM) Corporation, Armonk, NY 10504.
(2) These port interfaces are available at both the Customer Premises Node and the Central Office Node. All other port interfaces are available only at the Customer Premises Node.

SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

23.1.1 General (cont'd)

Other Protocols: (cont'd)

SONET OC-48/OC-48c - provides a fiber-based 2488.32 Mbps synchronous optical full duplex data transmission capability. (1)

SONET OC-192/OC-192c - provides a fiber-based 9953.28 Mbps synchronous optical full duplex data transmission capability. (1)

Sub-Rate System - provide a multiplexing system operating at 1.25 Gbps with 4 ports. Applicable to ESCON™, Fast Ethernet, D1 Video and OC-3/OC-3c port interfaces.

23.1.2 Definitions

Bulk Power - Provides for customer premises node power which will be required if the customer's power source is AC.

Central Office Node - Provides for the termination of service at a serving wire center.

Channel Mileage – Provides for the transmission facilities between the serving wire centers associated with the Central Office Nodes and Customer Premises Nodes.

Channel Protection (Optional) - Provides protection for a single channel toward the network. It does not protect the channel against failure towards the customer interface. Protection reduces the maximum individual channel capacity of the system.

Customer Premises Node - Provides for the termination of service at the customer's premises and presents the various selected ports to the customer.

(1) These port interfaces are available at both the Customer Premises Node and the Central Office Node. All other port interfaces are available only at the Customer Premises Node.

SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

23.1.2 Definitions (cont'd)

Optical Amplifier - Provides for an optical signal boost if the distance between nodes exceeds the transmission loss parameters (link loss specific). Engineering considerations may dictate the need for more than one optical amplifier on a circuit route. These additions may be service affecting. Optical amplifiers may be located at a Customer Premise node, a Central Office Node, or at a serving wire center.

Port - Provides the channel interface at any Node location for each unprotected or protected channel.

Regenerator - Provides for re-timing, re-shaping and regeneration of the signal if degradation exceeds the dispersion or optical amplifier noise limits.

23.1.3 Regulations

The regulations, rates and charges specified herein are in addition to other regulations, rates and charges as specified in this and other SWBT tariffs.

A. The services provided for SBC MON Ring Service are primarily designed to meet the private line communications requirements of business customers, and the regulations herein reflect the reasonable support on the part of SWBT in assisting the customer in the ordering and provisioning of private line services. This assistance includes, but is not limited to, advice as to which private line service best meets the customer's requirements, taking into consideration the customer's present and future communications needs. In addition, SWBT will continue to assist and advise the customers and cooperatively respond to the requirements of the customer until such time as the private line service is discontinued. The aforementioned level of assistance is considered to be part of the private line service offering and will be provided at no additional charge.

B. The customer-provided equipment must deliver the data signals for the SBC MON Ring Service transport within the industry specification for the subscribed data services.

SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

23.1.3 Regulations (cont'd)

C. SBC MON Ring Service provides physical layer transport only. The Company assumes no responsibility for the signals generated by the customer, for the quality of or defects in such signals, for the reception of signals by the customer, or address signaling to the extent addressing is performed by the customer. Error detection and correction of data generated by the customer is the customer's responsibility.

D. The service is considered interrupted when the customer reports a service disruption to the Company and the Company confirms that continuity of its service has been lost.

E. SBC MON Ring Service may have distance limitations based on the services carried and may require routing through wire centers (central offices) based on loss limits between nodes. Services with facility length limitations may not be available on some MON rings, or may not be available between some nodes on certain MON rings.

F. Optical Amplifiers and/or Regenerators may have to be added to a SBC MON Ring Service subsequent to the initial installation.

G. When additional services are added, such installation may cause a service interruption to existing unprotected channels, or a protection switch on protected channels.

H. SBC MON Ring Service will be offered in two configurations. Customers can purchase MON Ring with growth capacity up to 16 wavelengths or up to 32 wavelengths. The 32 wavelength systems may, at the discretion of the Company, be built as two 16 wavelength systems sharing common fiber and some common equipment. Conversion from a 16 wavelength MON Ring to a 32 wavelength MON Ring is not available.

I. SBC MON Ring Service is provided at the option of the Company where facilities permit. If appropriate facilities are not available, Special Construction charges, as set forth in Section 1.4.4 of this Tariff, may apply.

J. Floor space for subsequent shelf growth at a Central Office Node beyond the initial installation will be provided where available, but cannot be guaranteed for subsequent shelf growth beyond the initial installation.

SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

23.1.3 Regulations (cont'd)

K. Prior to confirming an order for service, the Company will provide a proposed route diagram to the customer.

L. Installation of service will not begin until the customer has accepted the proposed routing by the Company.

M. Services with time-delay sensitive protocols have facility length limitations and may affect the design/availability of SBC MON Ring Service, (E.g., CPU to CPU communications have a maximum distance limitation of 60 km.). The Company will work cooperatively with the customer to determine if the desired services can operate between the customer's designated premises.

N. OC-192/OC-192c and 10 Gbps WAN-PHY services will be available on rings that offer only those services. SBC MON Ring Service will not offer both lower rate services (up to 2.5 Gbps) and 10 Gbps or OC-192/OC-192c services on the same ring.

O. Channel protection may not be available for all interface types.

P. Conversion from SBC MON (point-to-point) Service to SBC MON Ring Service is not available.

Q. Conversions from any other lower speed services to SBC MON Ring Service are not available.

R. The customer must first order the MON Ring Transport System followed by the MON Ring Channels. When ordering ESCONTM, Fast Ethernet, D1 Video and OC-3/OC-3c ports, the customer must first order a MON Ring Channel Sub-Rate System over which these services will be assigned.

S. Neither electrical interfaces nor optical add/drop multiplexing are available with this service.

SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

23.1.4 Allowance for Interruptions

A credit allowance will be given for interruptions of service. An interruption of service will start when an inoperative service is reported to the Company and end when the service is operative.

Any protected service interruption as a result of a failure on the protected portion of the circuit will result in a credit equal to one month's bill for the circuits involved.

If the interruption occurs on an unprotected portion of the circuit, normal terms and conditions for Credit Allowances as stated in Paragraph 1.4.8 of the Private Line Service Tariff will apply.

In any month, as a result of an interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

23.1.5 Provision of Service

23.1.5.1 Standard Configurations

SBC MON Ring Service is available in different ring configurations utilizing Central Office Nodes and Customer Premises Nodes, with a maximum of 8 sites and/or 40 shelves.

The minimum configuration would be two nodes either at a serving wire center or a customer premise site. If the nodes are not in a serving wire center, a central office management site for monitoring is required. An optical amplifier located at a serving wire center can be used as a monitoring site.

A combination of these configurations may be used in a network design depending on the customer's traffic pattern.

SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

23.1.5 Provision of Service (cont'd)

23.1.5.2 Route Diversity

- SBC MON Ring Service is configured with diversely routed fiber whenever possible. SBC MON Ring Service will be available 99.995% of the time and protected channels will switch within 50 milliseconds (not to exceed 2 seconds). Unprotected channels will be lost in the event of a fiber path failure on which the circuit is assigned. Equipment interfaces towards the customer are not protected.

- Routing of fiber may be diversified from the customer's property line to their serving wire center or alternate serving wire center as determined by the Company, and where facilities are available, to ensure that loop fibers follow separate paths to the serving wire center or alternate serving wire center. Interoffice facility (IOF) fiber paths may be diversely routed between serving wire centers or alternate serving wire centers. In addition, IOF fiber (if applicable) paths may be diversified to ensure that with any serving wire center Central Office Node, the fibers do not egress and ingress at the same point. In cases, where the serving wire center does not have multiple entrance fiber facilities, the section of the fiber from the closest manhole (to the serving wire center) will be routed within the same duct structure.

- At the customer's request, additional protection to the Customer Premises Nodes can be provided via dual entrance facilities. This special request may cause the customer to incur special construction cost. Without this special request, diverse fiber is provided to the closest manhole to the customer location property line. The customer or building owner is responsible for providing conduit designed to meet industry standards and local fire and safety codes from the property line to the building to within the premises. The customer determines the route and method of protection inside the premises.

- In the case where dual entrance facilities are not established at the customer premises, facilities routed within the same duct structure from the property line to the building equipment location are not diverse.

SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.1 DESCRIPTION AND APPLICATION OF SERVICES (cont'd)

23.1.6 Technical Specifications

The customer interfaces to SBC MON Ring Service are as specified in:

Subject	Technical Reference
Ameritech LAN Interconnect Service - Token Ring Interface Codes	AM-TR-NIS-000100
Ameritech LAN Interconnect Service - CSMA/CD Interface Specifications	AM TR-NIS-000104
Ameritech OC-3, OC-12, OC-48 and OC-192 Service Interface Specifications	AM-TR-NIS-000111
Ameritech Digital Service Transmission Parameters	AM-TR-TMO-000101
Ameritech Service's Network Channel and Network Channel Interface Codes	AM-TR-TMO-000080
Ameritech Technical Interface Specifications (ESCON™)	AM-TR-NIS-000096 AM-TR-NIS-000107
IBM Documentation (ESCON™)	IBM SA22-7202-XX IBM SA23-0394-XX
Fibre Channel (also includes FICON™ and ISC™)	ANSI X3.T9.3
Fast Ethernet	ANSI/IEEE 802.3
GigaBit Ethernet	IEEE 802.3x and z IEEE 802.3ae
D1 Video	ANSI/SMPTE 259M

The Technical Reference can be obtained from:

APEx Help Desk
(847) 248-5324

The Telcordia Technologies Research Publication(s) can be obtained

Telcordia Technologies
8 Corporate Place
Piscataway, New Jersey 08854

No Supplement to this tariff will be issued except for the purpose of canceling this tariff.

SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.2 RATE CONFIGURATION (cont'd)

23.2.5 Channel Mileage

Provides for the total airline distance between the serving wire center of each node involved on the MON Ring. The mileage measurement is developed utilizing the V&H coordinate method as set forth in the National Exchange Carrier Association, Inc. (NECA) Wire Center Information Tariff, FCC 4. A one-mile minimum will be billed between nodes. A two-node ring configuration has a two-mile minimum, one mile from the Central Office Node to the Customer Premises Node, and one mile from the Customer Premises Node to the Central Office Node.

23.2.6 Optical Amplifier

Provides for an optical signal boost if the distance between nodes exceeds the transmission loss parameters (link loss specific). Additional optical amplifiers may be required per location with certain circuit configurations. Optical amplifiers may be located at a Customer Premises Node, a Central Office Node, or at a serving wire center.

23.2.7 Regenerator

Provides for re-timing, re-shaping and regeneration of the signal level for up to 2.5 Gbps service (on a per shelf basis), or 10 Gbps Ethernet service (on a per circuit basis), if degradation exceeds the dispersion and/or Optical Amplifier noise limits.

23.2.8 Bulk Power

Provides for customer premises node power which will be required if the customer's power source is AC. Applies once per each four shelves, with the first shelf and fifth subsequent shelf at each applicable Customer Premises Node.

23.2.9 Port

Provides for the channel interface at any node location for each unprotected or protected channel. Applies per port/per circuit terminating location.

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SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.3 RATES AND CHARGES (cont'd)

23.3.2 Recurring Rates

MON Ring Transport System	USOC	Monthly Rate
Customer Premises Node (includes first shelf)	F2ND1	ICB
- per subsequent shelf	F2NDS	ICB
Central Office Node (includes first shelf)	F2NC1	ICB
- per subsequent shelf	F2NCS	ICB
Channel Mileage		
- per V&H mile or fraction thereof	1L5XX	ICB
Optical Amplifier (as required)		
- C band (per location)	67QXX	ICB
- L band (per location)	67QSX	ICB
Regenerator (as required)		
- up to 2.5 Gbps (per shelf)	V8RXX	ICB
- up to 10 Gbps (per circuit)	V8R2C	ICB
Bulk Power (as required)		
- per first shelf (shelves 1-4)	CBVDX	ICB
- per subsequent shelf (shelves 5-8)	CBVDS	ICB

SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.3 RATES AND CHARGES (cont'd)

23.3.2 Recurring Rates (cont'd)

MON Ring Channels	USOC	Monthly Rate
Ports		
- per port/per circuit terminating location		
ETR™		
- unprotected channel	POYKW	ICB
FICON™ (1.0625 Gbps)		
- unprotected channel	POYMW	ICB
- protected channel	POYMP	ICB
FICON™ (2.125 Gbps)		
- unprotected channel	POYWW	ICB
- protected channel	POYWP	ICB
ISC™		
- unprotected channel	POYJW	ICB
Fibre Channel (1.0625 Gbps)		
- unprotected channel	POYNP	ICB
- protected channel	POYNW	ICB
Fibre Channel (2.125 Gbps)		
- unprotected channel	POYYW	ICB
- protected channel	POYYP	ICB
Gigabit Ethernet		
- unprotected channel	POYLW	ICB
- protected channel	POYLP	ICB
10 Gigabit Ethernet (WAN PHY)		
- unprotected channel	POYTW	ICB
- protected channel	POYTP	ICB

SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.3 RATES AND CHARGES (cont'd)

23.3.2 Recurring Rates (cont'd)

MON Ring Channels	USOC	Monthly Rate
Ports (cont'd)		
- per port/per circuit terminating location		
SONET OC-12/OC-12c		
- unprotected channel	POYFW	ICB
- protected channel	POYEP	ICB
SONET OC-48/OC-48c		
- unprotected channel	POYGW	ICB
- protected channel	POYGP	ICB
SONET OC-192/OC-192c		
- unprotected channel	POYOW	ICB
- protected channel	POYOP	ICB
Sub-Rate System		
- unprotected channel	POYSW	ICB
- protected channel	POYSP	ICB
ESCON™ (1)		
- unprotected channel	POYHW	ICB
- protected channel	POYHP	ICB
Fast Ethernet (1)		
- unprotected channel	POYCW	ICB
- protected channel	POYCP	ICB

(1) Available only when ordered with Sub-Rate System.

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SBC MULTI-SERVICE OPTICAL NETWORK RING (MON RING) SERVICE

23.3 RATES AND CHARGES (cont'd)

23.3.2 Recurring Rates (cont'd)

MON Ring Channels	USOC	Monthly Rate
Ports (cont'd)		
- per port/per circuit terminating location		
D1 Video (1)		
- unprotected channel	POYVW	ICB
- protected channel	POYVP	ICB
SONET OC-3/OC-3c (1)		
- unprotected channel	POYEW	ICB
- protected channel	POYEP	ICB

(1) Available only when ordered with Sub-Rate System.