

**DIVIDER**  
STATE OF NORTH DAKOTA  
INFORMATION TECHNOLOGY DEPARTMENT  
SFN 2053 (4-2002)

[Empty rectangular box]

**DESCRIPTION**

**PU-04-83**  
Southwestern Bell Communications Services, Inc.  
Local Exchange  
Public Convenience & Nece 04  
Filed 2/25/2004 Closed 6/10/2004



Public Service Commission  
Receipt of Payment

Receipt# 6111

Received 1/11/2005 Check# 1800052265 for \$141 89  
Subject Utility Valuation

**Docket # PU-04-83**

Southwestern Bell Communications Services, Inc.  
5850 W Las Positas Blvd  
Pleasanton CA 94588

**APPROVED**

MOTION

DATE: 12-1-04

KMF December 1, 2004

Southwestern Bell Communications  
Services, Inc  
Local Exchange  
Public Convenience and Necessity

Case No. PU-04-83

I move the Commission bill Southwestern Bell Communications Services, Inc. for costs incurred to date in Case No. PU-04-83, Southwestern Bell Communications Services, Inc., Local Exchange, Public Convenience and Necessity.



Public Service Commission  
State of North Dakota

---

COMMISSIONERS

Tony Clark, President  
Susan E Wefald  
Kevin Cramer

Executive Secretary  
Ilona A Jeffcoat-Sacco

600 E Boulevard Ave Dept 408  
Bismarck, North Dakota 58505-0480  
web www.psc.state.nd.us  
e-mail ndpsc@state.nd.us  
TDD 800-366-6888  
Fax 701-328-2410  
Phone 701-328-2400

December 1, 2004

Andrew O Isar  
Miller Isar Inc  
7901 Skansie Ave Ste 240  
Gig Harbor WA 98335

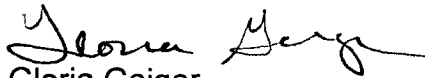
RE: Case No. PU-04-83  
Southwestern Bell Communications Services, Inc.  
Local Exchange  
Public Convenience and Necessity

Enclosed is a copy of the statement approved at the December 1, 2004 Public Service Commission meeting for the expenses incurred to date in Case No. PU-04-83.

Under N.D.C.C. 49-21-01.7, these expenses are billed through the Valuation Fund and must be paid for by the telecommunications company involved.

Please make your check payable to the *Public Service Commission*.

Sincerely,

  
Gloria Geiger  
Admin Staff Officer  
701-328-2401

Enc.

c: Norman W Descoteaux  
Southwestern Bell Communications  
Services Inc  
5850 W Las Positas Blvd  
Pleasanton CA 94588

John di Bene  
Southwestern Bell Communications  
Services Inc  
5850 W Las Positas Blvd  
Pleasanton CA 94588

# Billing Statement

December 1, 2004

Southwestern Bell Communications  
Services, Inc.  
Local Exchange  
Public Convenience and Necessity

Case No. PU-04-83

**Bill To:**

Southwestern Bell Communications Services, Inc. .... \$141.89

**Expenses Incurred to Date:**

Advertising Costs \$141.89

**Send Payment and a Copy of this Statement To:**

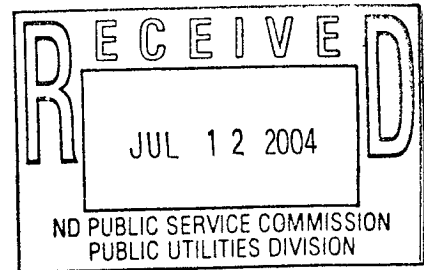
Public Service Commission  
600 E Boulevard Ave Dept 408  
Bismarck ND 58505-0480

**Federal Tax ID 45-0309764**

**MILLER  
ISAR** INC.  
REGULATORY CONSULTANTS

Andrew O Isar

7901 SKANSIE AVENUE,  
SUITE 240  
GIG HARBOR, WA 98335  
TELEPHONE 253 851 6700  
FACSIMILE 253 851 6474  
HTTP /WWW.MILLERISAR.COM



July 7, 2004

Mr Jon Mielke, Executive Secretary  
Public Service Commission of North Dakota  
600 E Boulevard Ave., Dept. 408  
Bismarck, North Dakota 58505-0480

Re Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance, Docket  
No. PU-04-83

Dear Mr. Mielke.

Southwestern Bell Communications Services Inc.'s d/b/a SBC Long Distance ("SBCS"), by its regulatory consultants, hereby notifies the Public Service Commission of North Dakota ("Commission") of the Company's formal adoption of its illustrative North Dakota local exchange tariff, NDPSC Tariff No. 1, in the above-captioned proceeding.

On February 25, 2004, SBCS filed an application for North Dakota facilities-based local exchange authority with the Commission. SBCS's application contained the Company's illustrative local tariff, NDPSC Tariff No. 1, at exhibit D. On June 9, 2004, the Commission granted Certificate of Public Convenience and Necessity, Certificate Number 5127, to SBCS. In anticipation of SBCS's initiation of competitive local exchange services, SBCS adopts its illustrative tariff as its official North Dakota local exchange service tariff, without amendment.

Thank you for your attention to this matter. Please acknowledge receipt of this filing by date-stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose. Questions regarding this filing may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

  
Andrew O Isar

cc: Mr Norm Desoteaux -- Southwestern Bell Communications Services Inc.

17 PU-04-83

Pages 1

Notification of the Co 's formal adoption of  
its local exchange tariff  
by Southwestern Bell Communications Services Inc b

07/12/2004

CC Comm Legal Illona Jerry Mike

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Southwestern Bell Communications Services,  
Inc.  
Local Exchange  
Public Convenience and Necessity

Case No. PU-04-83

AFFIDAVIT OF SERVICE BY CERTIFIED AND ORDINARY MAIL

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that

she is over the age of 18 years and not a party to this action and, on the **10th day of June, 2004**, she deposited in the United States Mail, Bismarck, North Dakota, **one** envelope with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of

Order

The envelope was addressed as follows

Andrew O Isar  
Miller Isar Inc  
7901 Skansie Ave Ste 240  
Gig Harbor WA 98335  
Cert. No. 7002 2410 0003 4912 5888

Sharon Helbling further deposes and says that on the **10th day of June, 2004**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same

Norman W Descoteaux  
Southwestern Bell Communications Services  
Inc  
5850 W Las Positas Blvd NE137  
Pleasanton CA 94588

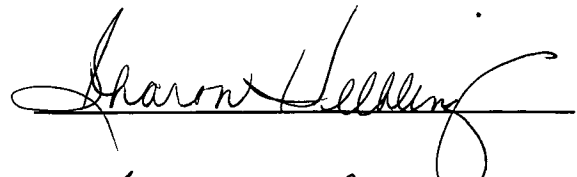
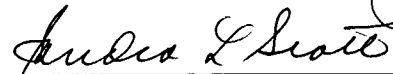
John di Bene  
Southwestern Bell Communications Services  
Inc  
5850 W Las Positas Blvd  
Pleasanton CA 94588

Each address shown is the respective addressee's last reasonably ascertainable post office address

Subscribed and sworn to before me  
this **10th day of June, 2004**



SEAL

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Notary Public



# Public Service Commission

State of North Dakota

## COMMISSIONERS

Tony Clark, President  
Susan E Wefald  
Kevin Cramer

Executive Secretary  
Jon H Mielke

600 E Boulevard Ave Dept 408  
Bismarck, North Dakota 58505-0480  
web www.psc.state.nd.us  
e-mail ndpsc@psc.state.nd.us  
TDD 800-366-6888  
Fax 701-328-2410  
Phone 701-328-2400

June 10, 2004

Andrew O Isar  
Miller Isar Inc  
7901 Skansie Ave Ste 240  
Gig Harbor WSA 98335

Dear Mr. Isar:

On June 9, 2004, the Commission issued Certificate of Public Convenience and Necessity No. 5127 to Southwestern Bell Communications Services, Inc. to provide facilities-based local exchange telecommunications services in North Dakota, Case No. PU-04-835. The original certificate is enclosed for your files.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Helbling".

Sharon Helbling  
Public Utilities Division

sdh

Enclosure

**APPROVED**

**MOTION**

DATE. 6-9-04  
KMF

**June 9, 2004**

**Southwestern Bell Communications Services, Inc.  
Local Exchange  
Public Convenience and Necessity**

**Case No. PU-04-83**

I move the Commission adopt the Order and issue a certificate of public convenience and necessity to Southwestern Bell Communications Services, Inc to provide facilities based competitive local exchange telecommunication services in North Dakota, Case No. PU-04-83.

JRL/sdh

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**Southwestern Bell Communications Services, Inc.  
Local Exchange  
Public Convenience and Necessity**

**Case No. PU-04-83**

**ORDER**

**June 9, 2004**

On February 25, 2004, Southwestern Bell Communications Services, Inc. d/b/a SBC Long Distance (SBCS) of Pleasanton, CA, filed an application for a certificate of public convenience and necessity to provide facilities-based competitive local exchange telecommunication services throughout North Dakota.

On March 17, 2004, the Commission issued a Notice of Opportunity for Hearing, which provided until April 20, 2004 for receiving comments or hearing requests. No comments or requests for hearing have been received. In accordance with North Dakota Century Code chapter 49-03 1 and North Dakota Administrative Code section 69-09-05-11(3), the Commission's notice identified the following issues to be considered in this matter:

1. Fitness and ability of the applicant to provide service.
2. Adequacy of the proposed service.
3. Technical, financial and managerial ability of the applicant to provide service

On April 6, 2004, the Public Service Commission's Director of Accounting filed a memorandum indicating that SBCS has the financial ability to provide service.

On May 26, 2004, the Commission discussed the issues in this matter with the applicant and Commission staff at an informal hearing

SBCS is a privately held corporation organized under the laws of Delaware on May 31, 1995, and a wholly-owned subsidiary of SBC Communications, Inc. (SBC). SBCS is in the process of seeking authority to provide Competitive Local Exchange Carrier (CLEC) services in the 37 states outside of its parent corporation's (SBC) incumbent local exchange service area.

SBCS is authorized to provide interexchange services in all fifty states and has been registered as a reseller of interexchange services in North Dakota since July 30, 1997. SBCS was registered to resell local service in North Dakota on March 17, 2004 in Case No PU-04-84. SBCS reports it has not been denied authority in any state and no enforcement actions have been taken against it.

SBCS proposes to provide a full range of CLEC services to business and residential customers along with exchange access services to interconnecting carriers. SBCS plans to do its own billing and will have a toll free number available for customer

inquiries 24 hours per day, 7 days per week. SBCS has no current plans to construct facilities in North Dakota.

Attachment C to the application provides biographical information indicating that SBCS executives have extensive telecommunications experience.

The Commission finds SBCS proposed service adequate.

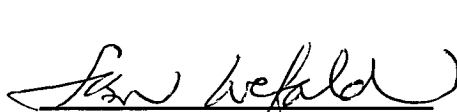
The Commission finds SBCS is fit, able, and has the technical, financial and managerial ability to provide service.

In this Case, as in other cases in which statewide authority was requested, the Commission will adhere to the precedent established in the AT&T certificate case, Case No. PU-453-96-83. In AT&T, the Commission held that its determination of the public interest with regard to the service territories of rural telephone companies is subject to any future proceedings under Section 251(f)(1) or (2) of the Telecommunications Act of 1996 (47 U.S.C. §251(f)(1) or (2)). The Commission also held that granting the certificate on a statewide basis is not a ruling that affects the rights of specific rural telephone companies under 47 U.S.C. §251(f).

### Order

The Commission Orders the application of Southwestern Bell Communications Services, Inc. d/b/a SBC Long Distance for a certificate of public convenience and necessity to provide facilities-based competitive local exchange telecommunications services throughout North Dakota is GRANTED.

### PUBLIC SERVICE COMMISSION



**Susan E. Wefald**  
Commissioner



**Tony Clark**  
President



**Kevin Cramer**  
Commissioner

**Public Service Commission**  
**STATE OF NORTH DAKOTA**

**Certificate of Public Convenience and Necessity**

**Certificate Number 5127**

*This is to certify that public convenience and necessity require, and permission is granted for Southwestern Bell Communications Services, Inc., a telecommunications public utility, to provide statewide local exchange telecommunications services, with facilities, in North Dakota.*

*This certificate is issued in Case No. PU-04-83 and is conditioned upon Southwestern Bell Communications Services, Inc. securing the franchise or other authority of the proper municipal or other authority for the exercise of these rights and privileges.*

*Bismarck, North Dakota, June 9, 2004.*

**ATTEST:**

**PUBLIC SERVICE COMMISSION**

  
**Executive Secretary**

  
**Commissioner**

**North Dakota Public Service Commission**  
**INFORMAL HEARING**  
**May 26, 2004**

**Southwestern Bell Communicatins Services, Inc.**  
**Local Exchange**  
**Public Convenience & Necessity**

**PU-04-83**  
**Filed: 2/25/04**

**Summary of Proposal:** Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance (SBCS) of Pleasanton, CA has filed an application for a certificate of public convenience and necessity to provide facilities-based competitive local exchange services throughout North Dakota.

**Procedural History:** On March 17, 2004, the Commission issued a Notice of Opportunity for Hearing, which provided until April 20, 2004 for receiving comments or hearing requests. None were received.

**Discussion:** SBCS is a privately held corporation organized under the laws of Delaware on May 31, 1995, and a wholly-owned subsidiary of SBC Communications, Inc. (SBC).

SBCS reports authority to provide interexchange services in all fifty states and has been registered in North Dakota since July 30, 1997. In November, 2003, SBCS began seeking authority to provide CLEC services in the 37 states outside of its parent corporation's (SBC) incumbent LEC service territory. SBCS was registered to resell local service in North Dakota on March 17, 2004 in Case No. PU-04-84. At the time of the application, SBCS reported authority had been granted in two states and that it had not been denied authority in any state. SBCS further reported that no enforcement actions had been taken against it.

SBCS proposes to provide a full range of CLEC services to business and residential customers along with exchange access services to interconnecting carriers. SBCS has no current plans to construct facilities in North Dakota. SBCS filed a local exchange service tariff as Exhibit D to the application. Biographical information for SBCS executives is provided in Attachment C.

SBC states it plans to do its own billing and will have a toll free number (877 366-3200) available for customer inquiries 24 hours per day, 7 days per week.

A limited staff financial review (see staff memo dated April 6<sup>th</sup>) indicated that SBCS has access through SBC to sufficient capital to provide service in North Dakota.

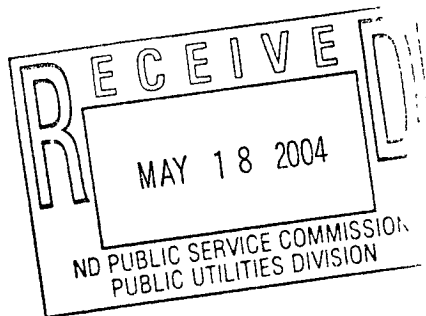
**Recommendation:** I recommend approval.

**Prepared by:** Jerry Lein

**MILLER  
ISAR**<sub>INC</sub>  
REGULATORY CONSULTANTS

ANDREW O ISAR

7901 SKANSIE AVENUE,  
SUITE 240  
GIG HARBOR, WA 98335  
TELEPHONE 253 851 6700  
FACSIMILE 253 851 6474  
HTTP /WWW.MILLERISAR.COM



Via Overnight Delivery

February 24, 2004

Mr. Jon Mielke, Executive Secretary  
Public Service Commission of North Dakota  
600 E. Boulevard Ave., Dept. 408  
Bismarck, North Dakota 58505-0480

Re: Southwestern Bell Communications Services Inc. Interexchange and Local Exchange  
PC&N, Case No. PU-04-83

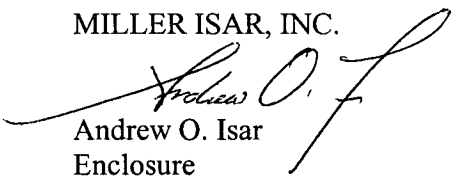
Dear Mr Mielke.

Pursuant to North Dakota Public Service Commission requirements, enclosed are an original and six (6) copies of the signed and notarized *Affidavit of Joe Carrisalez*, ("Affidavit") for incorporation into Southwestern Bell Communications Services Inc.'s ("SBCS") February 25, 2004 *Application for Certificate of Registration and Application for a Certificate of Public Convenience and Necessity*, in the above-captioned proceeding. The Affidavit was inadvertently omitted from SBCS's original filing.

Thank you for your attention to this matter. Please acknowledge receipt of this filing by date-stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose. Questions regarding this filing may be directed to me.

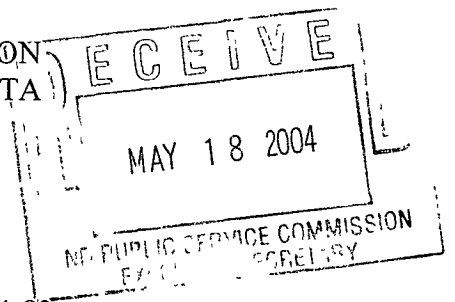
Sincerely,

MILLER ISAR, INC.

  
Andrew O. Isar  
Enclosure

cc Mr. Norm Desoteaux – Southwestern Bell Communications Services Inc.

BEFORE THE PUBLIC SERVICE COMMISSION  
IN AND FOR THE STATE OF NORTH DAKOTA



In Re: The Application Of )  
Southwestern Bell Communications )  
Services Inc. d/b/a SBC Long Distance For )  
a Certificate Of Public Convenience and )  
Necessity To Provide Competitive )  
Facilities-Based Local Exchange )  
Telecommunications Services )  
Within The State Of North Dakota )  
\_\_\_\_\_ )

Case No. PU-04-83

**AFFIDAVIT OF JOE CARRISALEZ**

STATE OF CALIFORNIA )  
 ) ss.  
County of Alameda )

JOE CARRISALEZ, duly sworn upon oath, deposes and declares:

(1) I am Executive Director - Regulatory of Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance, am over the age of eighteen (18) years, have personal knowledge of the matters contained herein, and am competent to testify thereto;

(2) I have reviewed the application of Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance in the above-captioned proceeding, and believe that the statements and exhibits attached thereto are true and correct to the best of my knowledge, information and belief;

(3) Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance ("SBCS") is a wholly owned subsidiary of SBC Communications Inc. ("SBC"). SBCS has numerous other affiliates.

(4) SBCS was issued a Certificate of Authority to transact business in the State of North Dakota on November 9, 1999.

(5) SBCS proposes to provide competitive local exchange carrier services including, but not limited to, basic local service and custom calling features, and data services to commercial and residential subscribers primarily in Qwest Communications exchanges. SBCS further proposes to provide exchange access services to interconnecting carriers. SBCS does not propose to offer alternative operator services to the transient public.

(6) SBCS's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by SBCS and reflected in SBCS's proposed tariff, filed with the Commission. SBCS assumes full responsibility for marketing and sales, billing and customer service functions. Services will be offered and provided in accordance with applicable North Dakota laws and Commission rules and regulations.

(7) SBCS does not currently have plans to construct facilities of its own in the State of North Dakota, but does not foreclose the possibility of constructing such facilities in the future. SBCS will initially rely on underlying carrier unbundled network elements and resold services.

(8) SBCS has been granted authority to provide interexchange telecommunications services in all fifty states, including North Dakota.<sup>1</sup> SBCS is seeking authority to provide competitive local exchange services in the 38 jurisdictions outside of its parent corporation's (SBC Communications Inc.) incumbent local exchange carrier service territory. SBCS has been authorized to provide competitive local exchange

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<sup>1</sup> Granted July 30, 1997, Case No PU-1715-97-358

service in the states of Arizona, Colorado, Delaware, Florida, Hawaii, Idaho, Iowa, Louisiana, Maryland, Montana, Nebraska, New Mexico, Oregon, Rhode Island, Vermont, Washington, Wyoming, and in the District of Columbia, and has applications pending in 20 other states. SBCS has not been denied a certificate of authority to provide telecommunications services, nor has any regulatory or other legal enforcement action been taken against the Applicant, including revocation of a certificate of authority.

(9) SBCS intends to market its services through in-house marketing professionals, although Applicant may in the future avail itself of telemarketing, if economically advantageous. Applicant does not currently plan to maintain or employ any staff within the State of North Dakota.

(10) SBCS possesses the managerial, technical, and financial qualifications to execute its business plan, provide its proposed telecommunications services, and operate and maintain facilities over which its services will be deployed. SBCS has provided competitive telecommunications services for nearly a decade. SBCS possesses the managerial and technical qualifications to execute its business plan, provide reliable telecommunications services, operate and maintain facilities over which its services will be deployed. SBCS's senior management team has extensive business experience in the telecommunications industry, including marketing, network operations, and financial analysis/accounting. SBCS's senior management team has substantial experience in managing major telecommunications operations through previous employment with SBC and/or SBC affiliates. SBCS's senior managers are well qualified to oversee and direct SBCS's operations. SBCS's network employees were recruited from SBC or SBC

affiliates, and maintain extensive technical network operations experience, and significantly contribute to network quality and reliability.

(11) SBCS's financial standing is impeccable as demonstrated by the income statement and balance sheet of its parent company, SBC Communications Inc., attached as **Exhibit E** to SBCS's Application.<sup>2</sup> These documents demonstrate that SBCS is adequately capitalized to provide reliable, long-term service to subscribers in the State of North Dakota. SBCS does not require construction of its own facilities, nor does it have plans to construct facilities of its own at this time. SBCS is fully funded and requires no additional external capitalization to initiate and sustain its operations.

(12) Pursuant to Commission Policy 5-06-98, SBCS has posted a bond for an amount of \$25,000.00, the minimum amount of financial surety required to indemnify any deposits or advanced payments collected from SBCS North Dakota Subscribers.

(13) SBCS is prepared to support the ongoing quality and reliability of its service. Customer service representatives are available twenty-four (24) hours per day, seven (7) days per week and can be reached at Applicant's toll free number is (877) 366-3200. The customer's first point of contact for billing or service complaints is Applicant's Customer Service Department's trained representatives. If, after contacting Applicant's customer service representative, the customer remains dissatisfied, the customer may be connected with Applicant's assigned Customer Service Manager. Customers will be advised that they may contact the Commission at any time for assistance in the resolution of any issue concerning the Applicant's telecommunications service.

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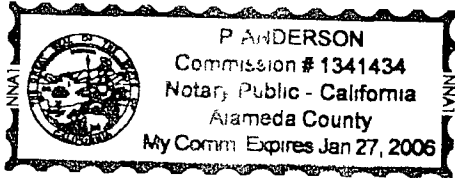
<sup>2</sup> Additional financial information is available on the World Wide Web at [http://www.sbc.com/investor\\_relations/](http://www.sbc.com/investor_relations/).

(14) I make this affidavit to meet the requirements of the Public Service Commission of the State of North Dakota regarding SBCS's financial, technical, and managerial ability to provide responsible service in the State of North Dakota.

FURTHER AFFIANT SAYETH NAUGHT.

By: Joe Carrisalez

Joe Carrisalez  
Executive Director - Regulatory  
Southwestern Bell Communications  
Services, Inc.  
5850 W. Las Positas Blvd., Suite NE014  
Pleasanton, CA 94588  
Tel: (925) 468-5128  
Fax: (707) 435-6623  
e-mail: [jc2352@camail.sbc.com](mailto:jc2352@camail.sbc.com)



Subscribed and sworn to before me this 14 day of May, 2004.

P. Anderson

Notary Public in and for the State  
of California, residing at  
Alameda, Co

My Commission Expires: 1/27/06

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Southwestern Bell Communications Services,  
Inc.  
Local Exchange  
Public Convenience and Necessity

Case No. PU-04-83

**AFFIDAVIT OF SERVICE BY ORDINARY MAIL**

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Sharon Helbling** deposes and says that

she is over the age of 18 years and not a party to this action and, on the **6th day of April, 2004**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes with first class postage, fully prepaid, securely sealed and each containing a photocopy of

**Staff Financial Memorandum**

The envelope was addressed as follows

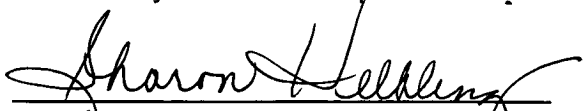
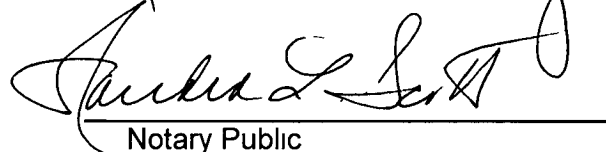
Andrew O Isar  
Miller Isar Inc  
7901 Skansie Ave Ste 240  
Gig Harbor WA 98335

Norman W Descoteaux  
Southwestern Bell Communications Services  
Inc  
5850 W Las Positas Blvd NE137  
Pleasanton CA 94588

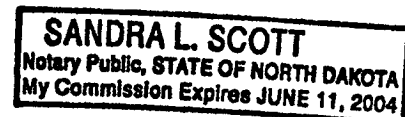
John di Bene  
Southwestern Bell Communications Services  
Inc  
5850 W Las Positas Blvd  
Pleasanton CA 94588

Each address shown is the respective addressee's last reasonably ascertainable post office address

Subscribed and sworn to before me  
this **6th day of April, 2004**

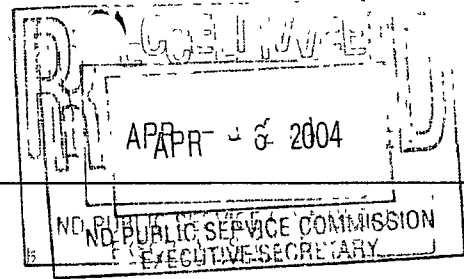
  
  
Notary Public

SEAL





Public Service Commission  
State of North Dakota



COMMISSIONERS

Tony Clark, President  
Susan E Wefald  
Kevin Cramer

Executive Secretary  
Illona A Jeffcoat-Sacco

600 E Boulevard Ave Dept 408  
Bismarck, North Dakota 58505-0480  
web www.psc.state.nd.us  
e-mail ndpsc@psc.state.nd.us  
TDD 800-366-6888  
Fax 701-328-2410  
Phone 701-328-2400

**Memorandum**

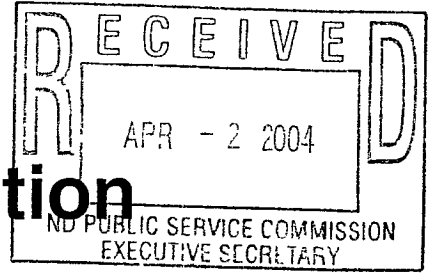
**To:** Illona Jeffcoat-Sacco  
**From:** Mike Diller *Mike Diller*  
**Date:** April 6, 2004  
**Re:** Southwestern Bell Communications Services, Inc.  
Interexchange and Local Exchange PC&N  
Case No. PU-04-83

The following is written to provide the commission with a very limited review of this case regarding the applicant's financial ability to provide service.

The applicant is a wholly owned subsidiary of SBC Communications Inc. The parent company is a publicly owned company traded on the New York Stock Exchange. According to its application, the parent company reported shareholder equity of approximately \$38 billion for the period ending September 30, 2003.

The commission has used stockholder equity as a litmus test for showing financial ability to provide service in North Dakota. Based on its review, staff concludes that the applicant has access to sufficient equity through its parent company to provide service in North Dakota.

Staff sees no reason to deny this application and will provide this document to the applicant.



# Affidavit of Publication

Colleen Park

, being duly sworn, state as follows:

1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.
2. The newspapers listed on the exhibits published the advertisement of:  
PSC, SW Bell → Comtech 21, 1 time(s)  
as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

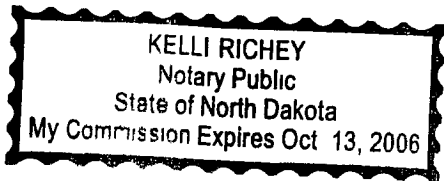
Signed: Colleen Park

State of ND

County of Burleigh

Subscribed and sworn to before me this 30th day of March 2004.

Kelli Richey

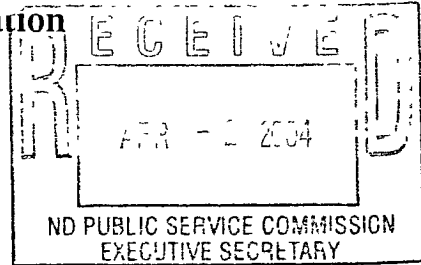


- ✓ 6 **PU-04-83** Pages 1  
Affidavit of Publication  
by North Dakota Advertising Service, Inc  
04/02/2004 CC Comm Legal Ilona Jerry Mike
- 11 **PU-04-98** Pages 1  
Affidavit of Publication  
by North Dakota Advertising Service, Inc  
04/02/2004 CC Comm Legal Ilona Jerry Mike
- 9 **PU-04-107** Pages 1  
Affidavit of Publication  
by North Dakota Advertising Service, Inc  
04/02/2004 CC Comm Legal Ilona Jerry Mike



# North Dakota Newspaper Association

1435 Interstate Loop  
Bismarck, ND 58503-0567  
Ph (701) 223-6397 • Fax (701) 223-8185



## INVOICE

Order **18841-04035PP0**

Invoice # **34908**

April 1, 2004

Attn: JONH. MIELKE  
PUBLIC SERVICE COMMISSION  
600 E. BOULEVARD AVE.  
STATE CAPITOL  
BISMARCK, ND 58505

Advertiser **Public Service Commission**

P O #

Amount Due

**\$425.66**

Amount Paid

Voice 701-328-4076

*Please detach and return this portion with your payment*

Public Service Commission Invoice # 18841-04035PP0-34908

Ad Size	Rate Type	Rate	Total	Discount (%)	Caption	Page	Run Date
<b>Bismarck Tribune (Bismarck ND)</b>							
67 00	SPR2	0 64	42.88	0 00	SW Bell - Comtech 21		03/23/04
<b>Devils Lake Daily Journal (Devils Lake ND)</b>							
69 00	SPR2	0 63	43 47	0 00	SW Bell - Comtech 21		03/26/04
<b>Dickinson Press (Dickinson ND)</b>							
73 00	SPR2	0 57	41.61	0 00	SW Bell - Comtech 21		03/26/04
<b>Fargo, The Forum (Fargo ND)</b>							
61.00	SPR2	0 71	43 31	0 00	SW Bell - Comtech 21		03/29/04
<b>Grand Forks Herald (Grand Forks ND)</b>							
64.00	SPR2	0 69	44 16	0 00	SW Bell - Comtech 21		03/23/04
<b>Jamestown Sun (Jamestown ND)</b>							
75 00	SPR2	0.54	40 50	0.00	SW Bell - Comtech 21		03/23/04
<b>Minot Daily News (Minot ND)</b>							
77.00	SPR2	0 54	41.58	0 00	SW Bell - Comtech 21		03/23/04
<b>Valley City Times-Record (Valley City ND)</b>							
67 00	SPR2	0 61	40 87	0 00	SW Bell - Comtech 21		03/23/04
<b>Wahpeton Daily News (Wahpeton ND)</b>							
91 00	SPR2	0 51	46.41	0 00	SW Bell - Comtech 21		03/23/04
<b>Williston Herald (Williston ND)</b>							
67 00	SPR2	0 61	40 87	0 00	SW Bell - Comtech 21		03/23/04

Gross Advertising	425 66	Total Misc	0 00	Amount Paid	0 00
Agency Discount		Tax	0 00	Adjustments	0 00
Other Discount	0 00	Total Billed	425 66	Payment Date	
Service Charge	0 00	Unbilled	0 00	Balance Due	425 66

**6** **PU-04-83** ,Pages 1  
**11** **PU-04-98** Pages 1  
**9** **PU-04-107** Pages 1

Affidavit of Publication

by North Dakota Advertising Service, Inc

04/02/2004

CC Comm Legal Ilona Jerry Mike

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Southwestern Bell Communications Services,  
Inc.  
Local Exchange  
Public Convenience and Necessity

Case No. PU-04-83

ACN Communication Services, Inc.  
Local Exchange  
Public Convenience and Necessity

Case No. PU-04-98

Comtech 21, LLC  
Local Exchange  
Public Convenience and Necessity

Case No. PU-04-107

**AFFIDAVIT OF SERVICE BY CERTIFIED MAIL**

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Sharon Helbling** deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **18th day of March, 2004**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of.

**Notice of Opportunity for Hearing**

The envelope was addressed as follows:

Andrew O Isar  
Miller Isar Inc  
7901 Skansie Ave Ste 240  
Gig Harbor WA 98335  
**Cert. No. 7002 2410 0003 4911 4806**

Monique Byrnes  
Technologies Management Inc  
P O Drawer 200  
Winter Park FL 32790-0200  
**Cert. No. 7002 2410 0003 4911 4813**

Lance J M Steinhart  
1720 Windward Concourse Ste 250  
Alpharetta GA 30005  
**Cert. No. 7002 2410 0003 4911 4820**

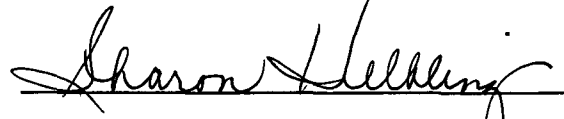
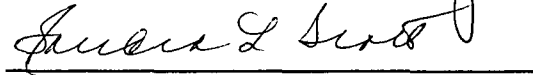
**Sharon Helbling** further deposes and says that on the **18th day of March, 2004**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same

Norman W Descoteaux  
Southwestern Bell Communications Services  
Inc  
5850 W Las Positas Blvd NE137  
Pleasanton CA 94588

John di Bene  
Southwestern Bell Communications Services  
Inc  
5850 W Las Positas Blvd  
Pleasanton CA 94588

Each address shown is the respective addressee's last reasonably ascertainable post office address

Subscribed and sworn to before me  
this **18th day of March, 2004**

  
  
Notary Public

SEAL

**SANDRA L. SCOTT**  
Notary Public, STATE OF NORTH DAKOTA  
My Commission Expires JUNE 11, 2004

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Southwestern Bell Communications Services,  
Inc.  
Local Exchange  
Public Convenience and Necessity

Case No. PU-04-83

ACN Communication Services, Inc.  
Local Exchange  
Public Convenience and Necessity

Case No. PU-04-98

Comtech 21, LLC  
Local Exchange  
Public Convenience and Necessity

Case No. PU-04-107

AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-MAIL

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that

she is over the age of 18 years and not a party to this action and, on the **18th day of March, 2004**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, and e-mailed, each containing a photocopy of

**Notice of Opportunity for Hearing**

The envelopes were addressed as follows

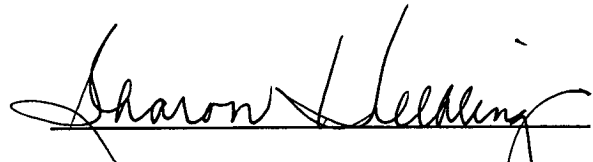

***See Attached List***

Each address shown is the respective addressee's last reasonably ascertainable post office address

Subscribed and sworn to before me  
this **18th day of March, 2004**.

SANDRA L. SCOTT  
Notary Public, STATE OF NORTH DAKOTA  
My Commission Expires JUNE 11, 2004

SEAL

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Notary Public

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Marie Pierre-Paul

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William Brudvik

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Jack Medaris  
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Jennifer Whitley  
Business Discount Plan Inc  
1 World Trade Ctr Ste 800  
Long Beach CA 90831-0800

C12 Inc  
200 Galleria Pkwy Ste 1200  
Atlanta GA 30339

Scott Geston  
Cable One of Fargo  
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Fargo ND 58106-0624

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3 High Ridge Park  
Stamford CT 06905

Robert Fallan  
Coast International  
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Lenexa KS 66215-5210

Beth Choroser  
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1500 Market St  
Philadelphia PA 19102

Murray Barr  
Competitive Strategies Group Inc  
164 N Euclid Ave  
Oak Park IL 60302-2106

Computer Integrated Communications Inc  
8502 Bells Mill Rd  
Potomac MD 20854-4071

Consolidated Communications Networks  
Inc  
507 S Main  
Dickinson ND 58601

Consolidated Telcom  
PO Box 1077  
Dickinson ND 58601-1077

Contact Communications  
937 W Main St  
Riverton WY 82501

D D D Calling Inc  
6300 Richmond Ave Ste 304  
Houston TX 77057

Keith Larson  
Dakota Central Telecom I  
PO Box 299  
Carrington ND 58421-0299

Dave Dircks  
DCN LLC  
P O Box 180  
Devils Lake ND 58301-0180

Dickey Rural Services Inc  
P O Box 69  
Ellendale ND 58436

DSLnet Communications LLC  
545 Long Wharf Dr  
New Haven CT 06511

Regulatory Dept  
Essential.com Inc  
5 Bragdon Ln Ste 200  
Kennebunk ME 04043

Chere Heintzmann  
Extend America Inc  
1101 E Front Ave  
Bismarck ND 58504-5654

Lawrence Freedman  
Fleischman & Walsh  
1400 16th ST NW  
Washington DC 20036

Ronald Rodemerk  
Frontier Comm International  
180 S Clinton Ave  
Rochester NY 14646-0500

Covista Inc  
1 Mack Ctr Dr  
Paramus NJ 07652-3908

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Carrington ND 58421-0299

William Jackson  
Dakota Justice  
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Dickinson ND 58601

Dickey Rural Communications Inc  
PO Box 69  
Ellendale ND 58436-0069

DIECA Communications Inc  
3420 Central Expy  
Santa Clara CA 95051-0703

Easton Telecom Services Inc  
3046 Brecksville Rd #A  
Richfield OH 44286-9399

Evercom Systems Inc  
8201 Tristar Dr  
Irving TX 75063-2824

Dave Waters  
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Charlotte NC 28202-2695

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Herndon VA 20171

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2609 Cameron St  
Mobile AL 36607-3104

GLOBCOM INCORPORATED  
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Northbrook IL 60062

Lucille Nilson  
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Group Long Distance Inc  
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HTC Services Inc  
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Fargo ND 58104

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ITC DELTACOM INC  
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Huntsville AL 35802-1382

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Groton SD 57445

KMAV AM/FM RADIO  
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Mayville ND 58257-0216

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3630 Phillips Pkwy  
St Louis Park MN 55426

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Denver CO 80202

MCImetro Access Transmission Services  
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Denver CO 80202

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c/o Onvoy Inc  
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Minneapolis MN 55426  
National Multi Housing Council  
1850 M St NW Ste 540  
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Richard Thronson  
Nemont Telephone Cooperative Inc  
Scobey MT 59263

Bob Edgerly  
Nextel West Corp  
2001 Edmund Halley Dr  
Reston VA 20191

Dave Dircks  
North Dakota Long Distance Inc  
P O Box 180  
Devils Lake ND 58301-0180

Steven Lysne  
North Dakota Network Co  
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Minot ND 58702-2027

Dave Dircks  
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Devils Lake ND 58301-0180

NOW Communications Inc  
711 S Tejon St Ste 201  
Colorado Springs CO 80903

Mary Buley  
Onvoy Inc  
300 South Highway 169  
Minneapolis MN 55426

Holly Sasscer  
Operator Communications Inc  
3530 Forest Ln Ste 200  
Dallas TX 75234-7910

Brad Van Leur  
OrbitCom Inc  
1701 N Louise Ave  
Sioux Falls SD 57107

Jeff Walker  
Preferred Carrier Services Inc  
14681 Midway Rd Ste 105  
Dallas TX 75001

Premiere Network Services Inc  
1510 N Hampton Rd Ste 120  
DeSoto TX 75115

Primus Telecommunications Inc  
1700 Old Meadow Rd 3rd Fl  
McLean VA 22102

Scott Lee  
Protel Advantage Inc  
1308 Medora Rd  
St. Paul MN 55118-1734

Public Communications Services Inc  
11859 Wilshire Blvd Ste 600  
Los Angeles CA 90025

QuantumShift Communications Inc  
88 Rowland Way Ste 200  
Novato CA 94945-5000

Qwest Interprise America Inc  
1801 California St 49th Fl  
Denver CO 80202

Dean Polkow  
RCC Network Inc  
PO Box 2000  
Alexandria MN 56308-2000

Reliant Communications Inc  
801 International Pkwy 5th Fl  
Lake Mary FL 32746

Kimberly Nielson  
RTC-1  
Legal & External Affairs  
7277 164th Ave NE  
Redmond WA 98052

Sandra Adams  
NewPath Holdings Inc  
4364 114th St  
Des Moines IA 50322

ServiSense.com Inc  
115 Shawmut Rd  
Canton MA 02021-1438

Lisa Dabkowski  
SNET America Inc  
310 Orange St  
North Haven CT 06510-1719

Andrew Jones  
Sprint  
6391 Sprint Pkwy  
Overland Park KS 66251-6100

SRT Communications Inc  
P O Box 2027  
Minot ND 58702-2027

Harris Saele  
T P C Inc  
PO Box 180  
Devils Lake ND 58301-0180

Jack Medaris  
Telco Partners Inc  
P O Box 807  
Conshohocken PA 19428-0807

Al Bosch  
Tele-Beep Company  
PO Box 7072  
Bismarck ND 58502-7072

Jonathan Marashlian  
The Helein Law Group P C  
8180 Greensboro Dr Ste 700  
McLean VA 22102

Touch America Inc  
40 E Bdwy  
Butte MT 59701

United Communications HUB Inc  
10390 Commerce Ctr Dr Ste 250  
Rancho CA 91730-5860

Kenneth Carlson  
United Telephone Mut Aid Corp  
Langdon ND 58249

Dennis Houston  
Universal Network Services of ND  
1572 North Batavia St Ste 1A  
Orange CA 92867

VarTec Telecom Inc  
1600 Viceroy Dr  
Dallas TX 75235

Randy Burckhard  
SRT Communications Inc  
P O Box 2027  
Minot ND 58702-2027

Tel Tech Inc  
1300 W 57th St Ste G204  
Sioux Falls SD 57108-2885

William Staycoff  
Telcom Billing Services Inc  
2989 Brookdale Dr  
Brooklyn Park MN 55444

Telera Communications Inc  
910 E Hamilton Ave Ste 200  
Campbell CA 95008

T-Netix Inc  
P O Box 701028  
Dallas TX 75370-1028

Kenneth Carlson  
Turtle Mountain Communications  
PO Box 729  
Langdon ND 58249-0729

Sam Billingsley  
United States Advanced Network Inc  
3080 Northwoods Cir  
Norcross GA 30071-1562

Christina Tygielski  
Universal Access Inc  
Sears Tower 233 S Wacker Dr Ste 600  
Chicago IL 60606-6307

Val-Ed Joint Venture LLP  
150 2nd St SW  
Perham MN 56573

Randy Houdek  
Venture Communications Inc  
PO Box 157  
Highmore SD 57345-0157

David Armev  
Verizon Communications  
600 E Hidden Ridge HQE02i33  
Irving TX 75038

West River Coop Telephone Co  
P O Box 39  
Bison SD 57620-0039

Doris Cooper  
West River Long Distance Co  
PO Box 467  
Hazen ND 58545-0467

Western CLEC Corporation  
3650 131st Ave SE #400  
Bellevue WA 98006

XO Network Services Inc  
11111 Sunset Hills Rd  
Reston VA 20190

Molli Harper  
Verizon Wireless  
6350 E Crescent Pkwy Ste 200  
Greenwood Village CO 80111

Darrell Henderson  
West River Cooperative Telephone  
Company  
PO Box 39  
Bison SD 57620-0039  
Mick Grosz  
West River Telecomm Coop  
PO Box 467  
Hazen ND 58545-0467

WTC Competitive Services Inc  
P O Box 129  
Wolverton MN 56594

Z-Tel Communications Inc  
601 S Harbour Island Blvd Ste 220  
Tampa FL 33602-5925

**Helbling, Sharon D.**

---

**From:** Helbling, Sharon D  
**Sent:** Thursday, March 18, 2004 9 21 AM  
**To:** ndna (ndna)  
**Subject:** Attached Notice of Opportunity for Hearing

Colleen Park  
North Dakota Newspaper Association

Colleen,

Please have the attached Notice of Opportunity for Hearing published as a legal publication in the next issue of the ten North Dakota daily newspapers, and run it as a "News Item Only" article as well

Send the bill to the Public Service Commission, along with a tear sheet for billing purposes

If you have any questions, please call me at 701-328-4076, or e-mail.

Thank you

Sharon Helbling  
Public Utilities Division



**1.doc (30  
KB)**

**MOTION**

**March 17, 2004**

**APPROVED**

DATE: 3-17-04  
KMF

**Southwestern Bell Communications Services, Inc.  
Local Exchange  
Public Convenience and Necessity**

**Case No. PU-04-83**

**ACN Communication Services, Inc.  
Local Exchange  
Public Convenience and Necessity**

**Case No. PU-04-98**

**Comtech 21, LLC  
Local Exchange  
Public Convenience and Necessity**

**Case No. PU-04-107**

I move the Commission issue a Notice of Opportunity for Hearing in the captioned applications for certificates of public convenience and necessity to provide facilities based competitive local exchange telecommunication services in North Dakota.

JRL/sdh

**STATE OF NORTH DAKOTA**  
**PUBLIC SERVICE COMMISSION**

**Southwestern Bell Communications Services, Inc.**  
**Local Exchange**  
**Public Convenience and Necessity**

**Case No. PU-04-83**

**ACN Communication Services, Inc.**  
**Local Exchange**  
**Public Convenience and Necessity**

**Case No. PU-04-98**

**Comtech 21, LLC**  
**Local Exchange**  
**Public Convenience and Necessity**

**Case No. PU-04-107**

**NOTICE OF OPPORTUNITY FOR HEARING**

**March 17, 2004**

On February 25, 2004, Southwestern Bell Communications Services, Inc. of Pleasanton, CA, filed an application for a certificate of public convenience and necessity to provide facilities-based competitive local exchange telecommunication services throughout North Dakota.

On March 4, 2004, ACN Communication Services, Inc. of Farmington Hills, MI, filed application for a certificate of public convenience and necessity to provide facilities-based competitive local exchange telecommunication services throughout North Dakota.

On March 9, 2004, Comtech 21, LLC of Wallingford, CT filed an application for certificates of public convenience and necessity to provide facilities based competitive local exchange telecommunication services in all North Dakota exchanges currently served by Qwest Corporation.

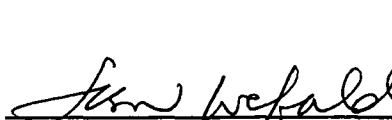

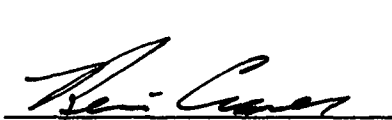
The issues to be considered in these matters are:

1. Fitness and ability of the applicant to provide service.
2. Adequacy of the proposed service.
3. Technical, financial and managerial ability of the applicant to provide service.

Those interested are invited to comment on the application in writing. Persons desiring a hearing must file a written request identifying their interest in the proceeding and the reasons for requesting a hearing. Comments and requests for hearings must be received by **April 20, 2004**. If deemed appropriate, the Commission can determine the matter without a hearing.

For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials please notify Illona Jeffcoat-Sacco, Executive Secretary.

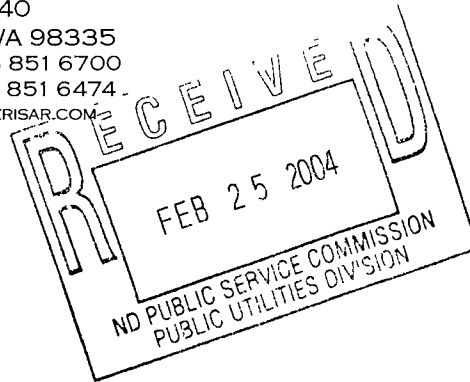
**PUBLIC SERVICE COMMISSION**

		
<b>Susan E. Wefald</b> Commissioner	<b>Tony Clark</b> President	<b>Kevin Cramer</b> Commissioner

**MILLER  
ISAR** INC  
REGULATORY CONSULTANTS

ANDREW O ISAR

7901 SKANSIE AVENUE,  
SUITE 240  
GIG HARBOR, WA 98335  
TELEPHONE 253 851 6700  
FACSIMILE 253 851 6474  
HTTP /WWW.MILLERISAR.COM



Via Overnight Delivery

February 24, 2004

Mr Jon Mielke, Executive Secretary  
Public Service Commission of North Dakota  
600 E Boulevard Ave , Dept 408  
Bismarck, North Dakota 58505-0480

Re Southwestern Bell Communications Services Inc d/b/a SBC Long Distance Application for Certificate of Registration to Provide Resold Interexchange and Local Exchange Telecommunications Service throughout North Dakota and Application for a Certificate of Public Convenience and Necessity

Dear Mr Mielke

Enclosed are an original and six (6) copies of Southwestern Bell Communications Services Inc 's (SBCS) *Application for Certificate of Registration* and *Application for a Certificate of Public Convenience and Necessity* SBCS respectfully requests authority to provide competitive resold and facilities-based local exchange telecommunications services throughout the State of North Dakota

Included as attachments to the application are SBCS's Certificate of Authority to do business in North Dakota and an original Certificate of Good Standing

Thank you for your attention to this matter Please acknowledge receipt of this filing by date-stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose Questions regarding this filing may be directed to me

Sincerely,

MILLER ISAR, INC

A handwritten signature in cursive script that reads "Andrew O Isar".

Andrew O Isar  
Enclosures

cc Mr Norm Desoteaux – Southwestern Bell Communications Services Inc

1 PU-04-83

Pages 209

Local Exchange PC&I application

By Southwestern Bell Communications Services Inc

02/25/2004

CC Comm Legal Illona Terry Mike

BEFORE THE NORTH DAKOTA PUBLIC SERVICE COMMISSION

In Re: The Application Of )  
Southwestern Bell Communications )  
Services Inc. d/b/a SBC Long Distance For )  
a Certificate Of Public Convenience and )  
Necessity To Provide Competitive )  
Facilities-Based Local Exchange )  
Telecommunications Services )  
Within The State Of North Dakota )  
\_\_\_\_\_ )

Docket No. \_\_\_\_\_

**APPLICATION**

Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance, (“Applicant”), pursuant to North Dakota Century Code §§49-03.1-03 and 49-03.1-04, and Chapter 69-09-05-11 of the Public Service Commission of the State of North Dakota (“Commission”) rules, hereby applies to the Commission for a Certificate of Public Convenience and Necessity to provide competitive facilities-based and resold<sup>1</sup> local exchange telecommunications services within and for the State of North Dakota.

Applicant specifically proposes to provide competitive local exchange carrier services including, but not limited to, basic local service and custom calling features, and data services to commercial and residential subscribers primarily in Qwest Communications exchanges. Applicant further proposes to provide exchange access services to interconnecting carriers. Applicant does not propose to offer alternative operator services to the transient public. Operator assisted calls are provided under contract by the underlying carrier, whose operators are trained to respond to emergency calls. Applicant reserves the right to expand its facilities based

<sup>1</sup> Pursuant to Chapter 69-09-05-11, Applicant contemporaneously submits an *Application for Certificate of Registration* as a competitive local exchange carrier reseller. Applicant respectfully requests that its *Application for Certificate of Registration* be granted in conjunction with the instant application.

operation to include its own constructed equipment and network elements, though no plan exists to do so at this time.

Applicant further respectfully requests that if no request for hearing of this application is received within the specified time, the Commission exercise its discretionary authority to grant the requested certification without such a hearing, in accordance with the provisions of North Dakota Century Code §49-03.1-05. In support of this Application, Applicant provides the following information:

**I. THE APPLICANT**

A. Business Entity Information:

- (1) Applicant is a privately-held corporation organized under the laws of the State of Delaware on May 31, 1995. Applicant's principle place of business is located at:

Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance  
5850 W. Las Positas Blvd.  
Pleasanton, CA 94588  
Telephone: (925) 468-6209  
Facsimile: (707) 435-6640

A true and correct copy of Applicant's Articles of Incorporation are attached hereto at **Exhibit A.**

- (2) Applicant has been granted authority to transact business within the State of North Dakota by the North Dakota Secretary of State. Evidence of such authority to transact business, Certificate of Trade Name Registration, and Applicant's Certificate of Good Standing in the State of North Dakota are attached hereto as **Exhibit B.**

A. Business Entity Information (continued)

- (3) Applicant's registered agent in the State of North Dakota for service of process is

CT Corporation System  
314 East Thayer Avenue  
Bismarck, North Dakota 58501

- (4) The name, number and electronic mailing addresses of the person designated as a contact for the Commission is:

Norman W. Descoteaux  
Associate Director – Regulatory  
Southwestern Bell Communications Services Inc.  
5850 W. Las Positas Blvd.  
Pleasanton, CA 94588  
Telephone: (925) 468- 6209  
Facsimile: (707) 435-6640  
E-mail: [nd1639@camail.sbc.com](mailto:nd1639@camail.sbc.com)

B. Ownership, Officers, and Directors:

Applicant is a wholly-owned subsidiary of SBC Communications Inc. The names and addresses of Applicant's officers and directors are:

Yno Gonzalez  
President and Chairman of the Board  
Southwestern Bell Communications Services Inc.  
d/b/a SBC Long Distance  
5850 W. Las Positas Blvd.,  
Pleasanton, CA 94588

William H. McCracken  
Comptroller and Director  
Southwestern Bell Communications Services Inc.  
d/b/a SBC Long Distance  
5850 W. Las Positas Blvd.  
Pleasanton, CA 94588

B. Ownership, Officers, and Directors (continued)

John di Bene, Esq.  
Vice President, General Counsel and Secretary  
Southwestern Bell Communications Services Inc.  
d/b/a SBC Long Distance  
5850 W. Las Positas Blvd.  
Pleasanton, CA 94588

Janet M. Duncan  
Treasurer  
Southwestern Bell Communications Services Inc.  
d/b/a SBC Long Distance  
175 E Houston St., Room 7-U-30  
San Antonio, Texas 78205

Larry Ruzicka  
Vice President – Taxes  
Southwestern Bell Communications Services Inc.  
d/b/a SBC Long Distance  
175 E. Houston St., Room 8-P-60  
San Antonio, Texas 78205

Thomas S. Clemens  
Assistant Treasurer  
Southwestern Bell Communications Services Inc.  
d/b/a SBC Long Distance  
175 E. Houston St , Room 7-T-3  
San Antonio, Texas 78205

Executive profiles of Applicant's officers and directors are attached hereto as **Exhibit C**

## II. DESIGNATED CONTACTS

### A. Regulatory Contact:

Applicant's authorized and designated contact for all issues regarding regulatory compliance is

Norman W. Descoteaux  
Associate Director – Regulatory  
Southwestern Bell Communications Services Inc.  
5850 W. Las Positas Blvd.  
Pleasanton, CA 94588  
Telephone: (925) 468- 6209  
Facsimile: (707) 435-6640  
E-mail: [nd1639@camail.sbc.com](mailto:nd1639@camail.sbc.com)

### B. Consumer Contact

Applicant's authorized and designated contact responsible for consumer inquiries, complaints from the public, and quality of service is:

Marty Hoover  
Southwestern Bell Communications Services Inc.  
5850 W. Las Positas Blvd.  
Pleasanton, CA 94588  
Tel. No.: (925) 251-7422  
E-mail: [mh2158@camail.sbc.com](mailto:mh2158@camail.sbc.com)

### C. Application Contact

Applicant's authorized and designated contact for all issues regarding this application is

Norman W. Descoteaux  
Associate Director – Regulatory  
Southwestern Bell Communications Services Inc.  
5850 W. Las Positas Blvd., NE137  
Pleasanton, CA 94588  
Tel. No.: (925) 468-6209  
Fax. No.: (707) 435-6640  
E-mail: [nd1639@camail.sbc.com](mailto:nd1639@camail.sbc.com)

C. Application Contact (continued)

John di Bene, Esq.  
Southwestern Bell Communications Services Inc.  
5850 W. Las Positas Blvd.  
Pleasanton, CA 94588  
Tel. No.: (925) 251-7410  
Fax. No.: (925) 468-5543  
e-mail address: [jd3235@camail.sbc.com](mailto:jd3235@camail.sbc.com)

And:

Andrew O. Isar  
Miller Isar, Inc.  
7901 Skansie Ave., Suite 240  
Gig Harbor, WA 98335  
Telephone: (253) 851-6700  
Facsimile: (253) 851-6474  
E-mail: [aisar@millerisar.com](mailto:aisar@millerisar.com)

**III. DESCRIPTION OF BUSINESS AND AUTHORITY REQUESTED**

A. Applicant's Business Plan In North Dakota

Applicant proposes to provide competitive local exchange carrier services including, but not limited to, basic local service and custom calling features, and data services to commercial and residential subscribers primarily in Qwest Communications exchanges. Applicant further proposes to provide exchange access services to interconnecting carriers. Applicant does not propose to offer alternative operator services to the transient public. Operator assisted calls are provided under contract by the underlying carrier, whose operators are trained to respond to emergency calls.

Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant and reflected in Applicant's tariff, attached hereto at **Exhibit D**. Applicant assumes full responsibility for

marketing and sales, billing and customer service functions. Services will be offered and provided in accordance with applicable North Dakota laws and Commission rules and regulations.

Applicant does not currently have plans to construct facilities of its own in the State of North Dakota, but does not foreclose the possibility of constructing such facilities in the future. Applicant is not currently providing any local exchange services within the State of North Dakota.

B. Applicant's Certification Status In Other Jurisdictions

Applicant has been granted authority to provide interexchange telecommunications services in all fifty states, including North Dakota.<sup>2</sup> Applicant is seeking authority to provide competitive local exchange services in the 37 states outside of its parent corporation's (SBC Communications Inc.) incumbent local exchange carrier service territory. Applicant currently has competitive local exchange carrier authority applications pending in the States of Alaska, Arizona, the District of Columbia, Florida, Hawaii, Iowa, Louisiana, Maryland, New Hampshire, New Mexico, New York, Oregon, South Carolina, South Dakota, West Virginia and Wyoming. Applicant initiated the competitive local exchange company certification process in November, 2003. To date, Applicant has received authority to provide competitive local exchange service in Colorado (February, 2004) and Vermont (January, 2004). All other state competitive local exchange company applications remain pending.

As of the time of the execution of this application, Applicant has not been denied a certificate of authority to provide telecommunications services, nor has any regulatory or other legal enforcement action been taken against the Applicant, including revocation of a certificate of authority

---

<sup>2</sup> Granted July 30, 1997, Case No PU-1715-97-358

C. Applicant's Request For Authority:

By this application, Applicant seeks authority from the Commission to provide a full range of facilities-based and resold competitive local exchange and exchange access telecommunications services, as described *supra*. Applicant intends to market its services through in-house marketing professionals, although Applicant may in the future avail itself of telemarketing, if economically advantageous. Applicant does not currently plan to maintain or employ any staff within the State of North Dakota.

D. Applicant's Area Of Authority

Applicant seeks Commission authority to operate in those areas of the State of North Dakota previously approved by the Commission for provision of competitive local exchange services. The Applicant respectfully requests permission to concur in the service area maps of Qwest Communications, already on file and a matter of record with the Commission. Applicant has not yet completed an interconnection agreement with an underlying carrier, nor completed its switching or leased facilities implementation plans for North Dakota. Upon approval of this application, Applicant currently plans to enter interconnection agreement negotiations with Qwest, and may initiate negotiations with other underlying local exchange carriers.

**IV. DESCRIPTION AND FITNESS OF COMPANY**

Applicant has provided competitive telecommunications services for nearly a decade. Applicant possesses the managerial, technical, and financial qualifications to execute its business plan, provide its proposed telecommunications services, and operate and maintain facilities over which its services will be deployed. Applicant's senior managerial and technical capability is demonstrated through the Executive Profiles attached as Exhibit C. Applicant's senior management team has extensive business experience in the telecommunications industry,

including marketing, network operations, and financial analysis/accounting, in the telecommunications industry. Several of Applicant's executives, managers, and employees have held similar positions in Applicant's parent corporation. As the Executive Profiles of Applicant's senior management team reflect, these individuals have substantial experience in managing major telecommunications operations.

Applicant's financial standing is impeccable as demonstrated by the income statement and balance sheet of its parent company, SBC Communications Inc., attached hereto as **Exhibit E**.<sup>3</sup> The attached documents demonstrate that applicant is adequately capitalized to provide reliable, long-term service to subscribers in the State of North Dakota. Applicant does not require construction of its own facilities, nor does it have plans to construct facilities of its own at this time. Applicant is fully funded and requires no additional external capitalization to initiate and sustain its operations. Pursuant to Commission Policy 5-06-98, Applicant has posted a bond for an amount of \$25,000.00, the minimum amount of financial surety required to indemnify any deposits or advanced payments collected from Applicant's North Dakota Subscribers. Evidence of Applicant's bond is attached hereto at **Exhibit E**.

#### **V. PROPOSED TARIFF**

All of the Applicant's proposed local exchange services in the State of North Dakota will be provided pursuant to the terms and conditions set forth in the Applicant's local exchange service tariff, attached hereto as **Exhibit D**.

#### **VI. BILLING**

Applicant plans to bill all of its customers directly. All invoices for service fees and charges shall bear the name and address of the Applicant, as well as bear a toll-free telephone number for customer inquiries and complaints.

---

<sup>3</sup> Additional financial information is available on the World Wide Web at [http://www.sbc.com/investor\\_relations/](http://www.sbc.com/investor_relations/)

## **VII. CUSTOMER SERVICE**

### **A. Individual Customer Inquiries**

Customer service representatives are available twenty-four (24) hours per day, seven (7) days per week and can be reached at Applicant's toll free number is (877) 366-3200.

### **B. Individual Customer Complaint Resolution**

The customer's first point of contact for billing or service complaints is Applicant's Customer Service Department's trained representatives. If, after contacting Applicant's customer service representative, the customer remains dissatisfied, the customer may be connected with Applicant's assigned Customer Service Manager. Customers will be advised that they may contact the Commission at any time for assistance in the resolution of any issue concerning the Applicant's telecommunications service.

### **C. Written Complaints**

Written inquiries and complaints, whether from a regulatory body or other entity or person, will be reviewed by Applicant's assigned customer service management representative. Written complaints will be promptly reviewed, researched, and responded to as expeditiously as possible.

## **VIII. STATEMENT OF COMPLIANCE**

Applicant agrees and affirms to abide by all applicable statutes, orders, rules and regulations entered and adopted by the Commission for competitive local carriers in the State of North Dakota. The Applicant will allow local exchange service subscribers to obtain interLATA and intraLATA interexchange service from other toll carriers as well as local operator and directory services from other providers on a non-discriminatory basis and manner. Where the Applicant offers a service in a particular exchange, the Applicant will offer that same service on

a non-discriminatory basis to all subscribers in that exchange. The Applicant will provide its local subscribers with a local calling area that is at least as large in scope as the calling area of the incumbent local exchange carrier in the area.

#### **IX. PUBLIC INTEREST CONSIDERATIONS**

Commission approval of the instant application will serve the public interest and result in direct benefits to local customers in the State of North Dakota. The Applicant will excel in providing the desirable, innovative, economic, and high-quality level of service that have been the Applicant's hallmarks of service for nearly a decade.

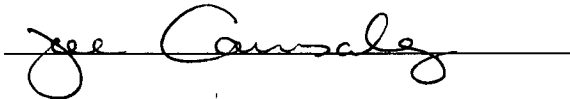
#### **X. CONCLUSION**

WHEREFORE, based upon the foregoing, Applicant, Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance, respectfully requests that the Public Service Commission of the State of North Dakota grant Applicant's request for authority to provide competitive resold and facilities-based local exchange service in the State of North Dakota.

[Signature on following page.]

Respectfully submitted this 20<sup>th</sup> day of February, 2004.

Southwestern Bell Communications Services Inc.  
d/b/a SBC Long Distance

By: 

Joe Carrisalez  
Executive Director - Regulatory  
Southwestern Bell Communications Services, Inc.  
5850 W. Las Positas Blvd., Suite NE014  
Pleasanton, CA 94588  
Tel: (925) 468-5128  
Fax: (707) 435-6623  
e-mail: [jc2352@camail.sbc.com](mailto:jc2352@camail.sbc.com)

Miller Isar, Inc.  
7901 Skansie Avenue, Suite 240  
Gig Harbor, Washington 98335

Telephone: (253) 851-6700  
Facsimile: (253) 851-6474

Regulatory Consultants for Applicant

**VERIFICATION OF APPLICANT**

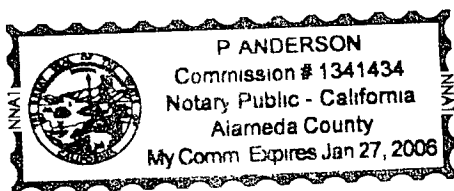
State of California )  
 ) ss  
County of Alameda )

I, Joe Carrisalez, being first duly sworn, do hereby depose, state that I am Executive Director - Regulatory of Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance ("SBCS"), and am authorized to make this verification on behalf of Southwestern Bell Communications Services Inc., an Applicant for Certificate of Public Convenience and Necessity to provide resold and facilities-based competitive local exchange services in the State of North Dakota.

Under the penalties of perjury, I hereby aver that I have read the foregoing application and know the contents thereof, and as to those matters that are therein stated on information or belief, I believe them to be true.

I aver further, that SBCS will comply with all applicable statutes, administrative rules and orders of the Public Utilities Commission of the North Dakota

Southwestern Bell Communications  
Services Inc. d/b/a SBC Long Distance



By: Joe Carrisalez

Joe Carrisalez  
Executive Director - Regulatory  
Southwestern Bell Communications  
Services, Inc.  
5850 W. Las Positas Blvd., Suite NE014  
Pleasanton, CA 94588  
Tel: (925) 468-5128  
Fax: (707) 435-6623  
e-mail: [jc2352@camail.sbc.com](mailto:jc2352@camail.sbc.com)

Subscribed and sworn to before me this 20 day of February, 2004.

P Anderson

Notary Public in and for the State  
of California, residing at  
Alameda County

My Commission Expires: Jan. 27, 06

BEFORE THE NORTH DAKOTA PUBLIC SERVICE COMMISSION

In Re: The Application Of )  
Southwestern Bell Communications )  
Services Inc. d/b/a SBC Long Distance For )  
a Certificate Of Public Convenience and )  
Necessity To Provide Competitive )  
Facilities-Based Local Exchange )  
Telecommunications Services )  
Within The State Of North Dakota )  
\_\_\_\_\_ )

Docket No. \_\_\_\_\_

**LISTING OF EXHIBITS**

<u>Exhibit</u>	<u>Item</u>
A	Articles of Incorporation
B	Authority to Transact Business Certificate of Trade Name Registration Certificate of Good Standing
C	Executive Profiles
D	Illustrative Local Tariff
E	Financial Statements Bond

**EXHIBIT A**

**ARTICLES OF INCORPORATION**  
(Attached)

# Delaware

PAGE 1

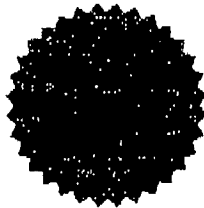
*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE THIRTY-FIRST DAY OF MAY, A.D. 1995, AT 2:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

2511836 8100H

AUTHENTICATION: 1939707

020519447

DATE: 08-16-02

Joe Carrisalez Affidavit -- Attachment A

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
CERTIFICATE OF INCORPORATION  
FILED 02:30 PM 05/31/1986  
12020030 - 2511836

OF

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.

ARTICLE ONE

The name of the Corporation is Southwestern Bell Communications Services, Inc.

ARTICLE TWO

The address of the registered office of the Corporation in the State of Delaware is Corporate Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE THREE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

The total number of shares of stock which the Corporation is authorized to issue is one thousand (1,000) shares of common stock, having a par value of one dollar (\$1.00) per share.

ARTICLE FIVE

The business and affairs of the Corporation shall be managed by the Board of Directors. The directors need not be elected by ballot unless required by the Bylaws of the Corporation.

Joe Carrisalez Affidavit – Attachment A

ARTICLE SIX

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws.

ARTICLE SEVEN

The initial Board of Directors of the Corporation shall be the following individuals:

James D. Ellis	175 E. Houston San Antonio, TX 78205
Charles E. Foster	175 E. Houston San Antonio, TX 78205
James S. Kahan	175 E. Houston San Antonio, TX 78205

ARTICLE EIGHT

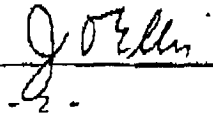
The Corporation reserves the right to amend and repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware. All rights herein conferred are granted subject to this reservation.

ARTICLE NINE

The incorporator is James D. Ellis, whose mailing address is 175 E. Houston, San Antonio, TX 78205.

ARTICLE TEN

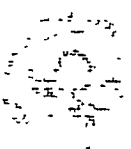
I, the undersigned, being the incorporator, for the purpose of forming a corporation under the laws of the State of Delaware do make, file and record this Certificate of Incorporation, do certify that the facts herein stated are true, and accordingly, have hereto set my hand this 31st of May, 1995.

  
\_\_\_\_\_

**EXHIBIT B**

**AUTHORITY TO TRANSACT BUSINESS  
CERTIFICATE OF TRADE NAME REGISTRATION  
CERTIFICATE OF GOOD STANDING  
(Attached)**

Auth 11733200



**CERTIFICATE OF AUTHORITY  
FOREIGN CORPORATION  
APPLICATION**  
SECRETARY OF STATE  
SFN 13100 (8-97)

**RECEIVED**  
**OCT 27 1999**  
**SEC. OF STATE**

SEE REVERSE SIDE FOR FEES, FILING AND MAILING INSTRUCTIONS

FOR OFFICE USE ONLY	
ID #	15213800
WO #	736 761
Filed	11-9-99 By [Signature]

- 1 A The application **MUST** be accompanied by **ALL** of the following
- Filing fee of \$125 if a Foreign Business or Professional Corporation
  - Filing fee of \$40 if a Foreign Nonprofit Corporation
  - Signed Consent of Registered Agent and fee of \$10
  - Current **ORIGINAL CERTIFICATE OF GOOD STANDING OR CERTIFICATE OF EXISTENCE** verifying corporate existence certified by the incorporating officer of the state or country of incorporation
- B The following **MAY** be required
- Certification of professional license from the North Dakota licensing board for the profession
  - Signed consent to use of name and fee of \$10
  - Trade Name Registration and fee of \$25

**TYPE OR PRINT LEGIBLY** For reference, see North Dakota Century Code, Section 10-19 1-135 or 10-33-125

2 Type of corporation applying for Certificate of Authority (check one)

Foreign Business     Foreign Professional     Foreign Nonprofit

3 A Name of corporation **EXACTLY** as it appears on Certificate of Good Standing from state of origin

Southwestern Bell Communications Services, Inc.      B Federal ID # 74-2746907

C If the corporation chooses to use a name other than its corporate name that name is a trade name and must be registered with the North Dakota Secretary of State (SEE INSTRUCTION 3 C ) if applicable provide the trade name below and complete the Trade Name Registration form if the selected trade name is not already registered in North Dakota

D If the corporation has been notified by the North Dakota Secretary or State that its corporate name is the same as or deceptively similar to a name already registered this application for Certificate of Authority must be accompanied by one of the following (check one)

Consent to use of name from the conflicting name holder(s)

An application for registration of a trade name for use in transacting business in North Dakota The trade name adopted is \_\_\_\_\_

Certified copy of a final decree of a court of competent jurisdiction establishing prior right of this corporation to use of the name in North Dakota

4 Complete mailing address of principal executive office which may not only be a post office box (Street/RR and PO Box if applicable city state zip + 4, 4420 Rosewood Ave. Pleasanton CA 94588

5 A STATE or country where incorporated Delaware	B EXACT date incorporated (Month day AND year) 5/31/95	C Duration of corporation <input checked="" type="checkbox"/> Perpetual <input type="checkbox"/> Other (Specify) _____	D Telephone # 415-836-1428
			E Toll-free telephone #

6 A Name of required registered agent in **NORTH DAKOTA** (SEE INSTRUCTION 6 A )

CT Corporation System      B Federal ID/social security # of registered agent 5140003522

C Address of registered agent in **NORTH DAKOTA** which may not only be a post office box number (Street/RR and PO Box if applicable city state zip + 4)

c/o CT Corporation System 314 East Thayer Street, Bismarck ND 58501

7 Nature of business or activities the corporation intends to conduct in the State of North Dakota

Telecommunications services provider

8 OFFICERS AND DIRECTORS OF THE CORPORATION

OFFICE	Check box if officer also serves as director	NAME	Street/RR	PO Box	City	State	Zip + 4	
PRESIDENT	<input type="checkbox"/>	Please see attached list						
VICE PRESIDENT	<input type="checkbox"/>	of officers and directors						
SECRETARY	<input type="checkbox"/>							
TREASURER	<input type="checkbox"/>							
DIRECTOR								
DIRECTOR								

9 The undersigned a person authorized by the corporation to sign this application knows the contents thereof and believes the statements made to be true

[Signature] / October 14, 1999  
Original signature      Date

10 Name of person to contact about this application

HILARY MORAN      Daytime telephone # 415-836-1428

# SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.

## DIRECTORS AND OFFICERS

Steven M Carter, Director  
One Bell Plaza, Dallas, Texas 75202

Liam S Coonan, Director and Vice President and General Counsel  
175 East Houston Street, San Antonio, Texas 78205

Edward L Glotzbach, Director  
530 McCullough, San Antonio, Texas 78215

Stan Sigman, Director  
175 East Houston San Antonio, Texas 78205

Randall L Stephenson, Director  
175 East Houston San Antonio, Texas 78205

Virginia L Vann, Director and President  
5850 West Las Positas Blvd , Pleasanton, California 94588

Susan Johnson, Vice President and Chief Financial Officer  
5850 West Las Positas Blvd , Pleasanton, California 94588

Tom Miller, Vice President - Operations  
5850 West Las Positas Blvd , Pleasanton, California 94588

John J Stephens Vice President - Taxes  
175 East Houston Street, San Antonio, Texas 78205

Chris L Rasmussen, Vice President - Law and Regulation and Secretary  
5850 West Las Positas Blvd , Pleasanton, California 94588

Michael D Wagner, Treasurer  
175 East Houston Street, San Antonio, Texas 78205

Phil Lauro, Assistant Treasurer  
430 Bush Street, San Francisco, California 94108



**REGISTERED AGENT  
 CONSENT TO SERVE  
 SECRETARY OF STATE  
 SFN 7974 (9-97)**

**RECEIVED  
 OCT 27 1999  
 SEC. OF STATE**

FOR OFFICE USE ONLY

ID #	15 213 800
File #	
WO #	736761
Filed	11-9-99 By <i>[Signature]</i>

SEE REVERSE SIDE FOR FILING AND MAILING INSTRUCTIONS

**1. FILING FEE: \$10.00**

TYPE OR PRINT LEGIBLY

2 Name of the organization for which the registered agent is to serve (corporation, limited liability company, limited liability partnership or real estate investment trust)

Southwestern Bell Communications Services, Inc.

3 A Name of the registered agent

C T CORPORATION SYSTEM

B Registered Agent is (Check One)

- An individual North Dakota resident
- A corporation
- A limited liability company
- A limited liability partnership

C Federal ID # or social security # of registered agent

51-0006522

4 The undersigned, as registered agent, or as authorized to sign on behalf of the registered agent, consents to act in the capacity of registered agent until removed or until a resignation is submitted to the Secretary of State in accordance with North Dakota laws

C T CORPORATION SYSTEM

*[Signature]* William Bradford / 10/26/99  
 Original signature of registered agent Date

# *State of North Dakota*

## SECRETARY OF STATE



### CERTIFICATE OF TRADE NAME REGISTRATION OF

SBC LONG DISTANCE

The undersigned, as Secretary of State of North Dakota, hereby certifies that an Application for Registration of a Trade Name, duly signed pursuant to the provisions of the North Dakota Trade Names statutes, has been received in this office and is found to conform to law.

Accordingly the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues the Certificate of Trade Name Registration of SBC LONG DISTANCE which is owned by SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC. with an address of 5850 WEST LAS POSITAS BLVD , PLEASANTON, CA 94588-8522.

The Trade Name Registration shall remain in force until May 24, 2005.

DATED: May 24, 2000

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State



**TRADE NAME  
REGISTRATION**  
SECRETARY OF STATE  
SFN 13401 (10-96)

FOR OFFICE USE ONLY

ID # 15,942,900  
 WO # 7841733  
 Approved By \_\_\_\_\_  
 Filed 5-24-00 By RB  
 Expiration Date 5-24-05

**RECEIVED**  
**MAY 22 2000**  
**SEC. OF STATE**

**1. FILING FEE \$25.00**  
 Five Year Duration

SEE REVERSE SIDE FOR FEES, FILING AND MAILING INSTRUCTIONS

For reference, see the North Dakota Century Code, Chapter 47-25

2 Trade Name

SBC Long Distance

3 The nature of the business transacted (in detail)

Telecommunications

4 Trade Name is used and owned by (select one)

Individual

Corporation incorporated in state of Delaware

Husband & Wife

Limited Liability Company organized in state of \_\_\_\_\_

Other - Define (See Instructions) \_\_\_\_\_

5 A Telephone # of Owner

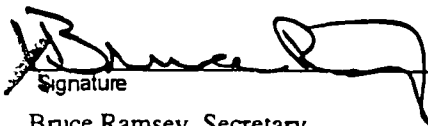
925-468-6002

B Toll-Free Telephone #

6 The corporation, the limited liability company, or individual(s) using the trade name, their Federal ID/Social Security #, and the addresses of their principal places of business

NAME	FEDERAL ID/ SOCIAL SECURITY #	COMPLETE ADDRESS				
		Street/RR	PO Box	City	State	Zip + 4
Southwestern Bell Communications Services, Inc.	74-2746907	5850 W. Las Positas Blvd.		Pleasanton	CA	94588

7 I (we), a (the) owner(s), say that I (we) have read the foregoing registration, know the contents thereof, and believe the statements made thereon to be true

  
 Signature

5/18/00  
 Date

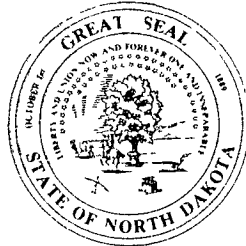
Bruce Ramsey, Secretary

Signature

Date

# *State of North Dakota*

## SECRETARY OF STATE



### CERTIFICATE OF GOOD STANDING OF

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC. , a Delaware corporation, authorized to transact business in the State of North Dakota on November 9, 1999, and according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing foreign corporations

**ACCORDINGLY** the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.

Issued February 20, 2004

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

**EXHIBIT C**

**EXECUTIVE PROFILES**

(Attached)

## **Executive Profiles**

Applicant's executive officers have been recruited from the parent company and its affiliates and are among its key managers. Together, Applicant's executive officers have several decades of experience in the telecommunication industry, including operations, interconnection, network, marketing, sales, finance, regulatory and legal issues. The executive officers, consequently, have the managerial ability to operate the company and provide the services that Applicant proposes to provide within North Dakota. The following paragraphs briefly describe the backgrounds of Applicant's executive officers.

### **A. YNO GONZALEZ, PRESIDENT**

Yno Gonzalez is president of Southwestern Bell Communications Services, Inc. ("SBCS"). In this position, he is responsible for network operations for SBC Long Distance and manages the network operations partnership with WilTel Communications. He was appointed to this position on January 16, 2003.

Mr. Gonzalez, who began his career with Pacific Bell in 1980, has held various leadership positions in human resources, network engineering, network operations, and core process reengineering.

He previously held the title of VP-Network Operations over SBC Long Distance, SWB video services and SBC messaging. He became vice president-core network operations in Pacific Bell's Network Services Group in 1997. In this position, he was responsible for managing the Network Operations Centers in Sacramento and San Diego, the Statewide and Electronic Systems Assistance Center (ESAC), and Radio Operations for Pacific Bell, as well as managing a team of 200 Technical Support Personnel. Mr

Gonzalez also was responsible for site management for 700 Pacific Bell Central Offices and Radio Sites.

Mr. Gonzalez is a member of the HACEMOS organization and the Mathematics, Engineering, Science Achievement (MESA) program of the University of California. Gonzalez graduated from the University of Southern California with a degree in electrical engineering. He completed the Advanced Technology Innovation program for executives at Carnegie Mellon University.

**B. WILLIAM H. MCCrackEN, COMPtROLLER**

Mr. McCracken is the Vice President – Chief Financial Office of SBCS. Mr. McCracken has 16 years of experience in the telecommunication industry. Specifically, Mr. McCracken has experience relating to finance, accounting, and marketing. Before joining SBCS, Mr. McCracken held positions within SBC's corporate financial planning, investor relations, regulatory accounting, and billing operations. Mr. McCracken earned a Bachelors degree in Marketing and a Master of Science degree in Business Computer Science from Texas A&M University. Mr. McCracken is licensed by the State of Texas as a certified public accountant.

**C. JOHN DI BENE, VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY**

Mr. di Bene has more than thirteen years' experience in telecommunications law. As Vice President and General Counsel of SBCS, his responsibilities include oversight of all state and federal regulatory filings, issuance of all authorized notices for meetings of the stockholders of the Board, and maintenance of corporate records. Before joining the company, Mr. di Bene spent three years as Senior Counsel in SBC's antitrust and regulatory legal group, assisting with SBC's applications before the Federal

Communications Commission (FCC) to provide long distance services. Mr di Bene also has represented SBC and Pacific Bell in numerous proceedings before the FCC and state commissions. Prior to representing Pacific Bell, he practiced with Blumenfeld & Cohen and Jenner & Block. Mr. di Bene received a Juris Doctor *cum laude* from Georgetown University Law Center in 1988, and a Bachelor of Arts *cum laude* from the University of Alaska, Fairbanks in 1985. He is a member of the California and District of Columbia Bar Associations.

**D. JANET M. DUNCAN, TREASURER**

Ms. Duncan serves as Treasurer of SBCS. She has held a variety of positions in finance within SBC. She is currently Executive Director of Corporate Finance (Capital Markets) for SBC Communications, Inc at the corporate headquarters in San Antonio, Texas. Her prior job with the company was as the Director of Finance for SBC's branch in Mexico City. Prior to joining SBC, Ms. Duncan worked in financial planning for Pacific Bell. Ms. Duncan received a B.A. from the University of Dallas in 1983 and an MBA from Wharton (University of Pennsylvania) in 1996.

**E. LARRY RUZICKA, VICE PRESIDENT – TAXES**

Larry Ruzicka is the Vice President – Taxes for SBCS. He is responsible for the direction and coordination of tax policy, research and planning, compliance, accounting and audits for all tax matters at SBC and its subsidiaries. Mr. Ruzicka joined the SBC tax department in 1988 and has been extensively involved with merger and acquisition activity as well as other research and planning projects. Prior to joining SBC, Mr. Ruzicka was with Touche Ross & Co. in St. Louis.

**F. THOMAS S. CLEMENS, ASSISTANT TREASURER**

Mr. Clemens is Assistant Treasurer of SBCS. After nine years experience in banking and the construction industry, Mr. Clemens joined SBC Communications Inc. as a Specialist - Cash Management in 1997. Since then, Mr. Clemens has progressed through positions of increasing responsibilities in cash management and benefit plan investment administration. Mr. Clemens was recently appointed Director - Corporate Finance for SBC Communications, Inc. Mr. Clemens has a BBA, Finance from the University of Texas, Austin.

**EXHIBIT D**

**ILLUSTRATIVE LOCAL TARIFF**  
(Attached)

SOUTHWESTERN BELL COMMUNICATIONS SERVICES INC.

D/B/A SBC LONG DISTANCE

RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING

LOCAL EXCHANGE SERVICES

WITHIN THE STATE OF NORTH DAKOTA

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed resold and facilities-based local exchange telecommunications services provided by Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance ("Company") within the State of North Dakota. This tariff is on file with the North Dakota Public Service Commission ("Commission"). Copies may be inspected during normal business hours at Company's principal place of business, 5850 W. Las Positas Blvd., Pleasanton, California 94588. (877) 366-3200.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Norman W. Descoteaux, Associate Director-Regulatory  
5850 W Las Positas Blvd.  
Pleasanton, CA 94588

CHECK PAGE

The pages of this Tariff are effective as of the date shown at the bottom of the respective page. Original and revised pages as named below comprise all changes from the original Tariff.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
Title	Original	23	Original	52	Original
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Pleasanton, CA 94588

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Issued by: Norman W. Descoteaux, Associate Director-Regulatory  
5850 W Las Positas Blvd.  
Pleasanton, CA 94588

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Effective: \_\_\_\_\_

Issued by: Norman W. Descoteaux, Associate Director-Regulatory  
5850 W Las Positas Blvd.  
Pleasanton, CA 94588

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Issued \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Norman W. Descoteaux, Associate Director-Regulatory  
5850 W Las Positas Blvd.  
Pleasanton, CA 94588

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Norman W. Descoteaux, Associate Director-Regulatory  
5850 W Las Positas Blvd.  
Pleasanton, CA 94588

---

APPLICATION OF THE TARIFF

- A. This Tariff sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications Services by the Company to Customers within the local exchange Service area defined herein.
- B. The Company operates in some areas as a facilities-based provider of local exchange Service and, in others, as a reseller of the Services of a Local Exchange Carrier.
- C. The rates and regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company.
- D. The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E. The provision of Services are subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding Tariffs.
- F. The Company reserves the right to offer its Customers a variety of Services as deemed appropriate by the Company.
- G. The Company will provide Services requested by Customers, which Services are not included in this Tariff, depending on equipment and facility availability and economic considerations. Pricing for these Services will be accomplished on an Individual Case Basis (ICB) Contract.
- H. The Services included in this tariff are intended for purchase by end-use retail Customers. Interexchange Carriers (IXC) should consult the Access Tariff to order Services for resale purposes or enter into an ICB Contract.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) To signify changed condition or regulation
- (D) To signify deleted or discontinued rate, regulation or condition
- (E) To signify an error or a correction
- (F) To signify a change in format or numbering
- (I) To signify a change resulting in an increase to a Customer's bill
- (M) To signify that material has been moved from another tariff location
- (N) To signify a new rate, regulation condition or sheet
- (R) To signify a change resulting in a reduction to a Customer's bill
- (T) To signify a change in text but no change to rate or charge

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right hand corner of each page. Pages are numbered sequentially. However, new pages are added to the Tariff from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14. 1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right hand corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14. Because of various suspension periods, deferrals, *etc.* the Commission follows in its Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are six (6) levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1
  - 2.1.1
  - 2.1.1 A.
  - 2.1.1 A.1
  - 2.1.1 A.1.a
  - 2.1.1 A.1.a.1
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. An asterisk (\*) designates all revisions made in a given filing. There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check page to find out if a particular page is the most current on file with the Commission.

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1. DEFINITIONS

Certain terms used generally throughout this Tariff are defined below:

Advance Payment: Part or all of a payment required before the start of Service.

Applicant: Any entity or individual who applies for Service offered under this Tariff.

Authorized User: An end user authorized by the Customer to use the Service.

Business Customer: A Customer that uses a Business Service Offering as set forth in this Tariff.

Carrier: A company authorized by the North Dakota Public Service Commission to provide telecommunications Services.

Central Office: A local exchange switching unit that is used to interconnect Exchange Access Lines within a specified area.

Channel or Circuit: A path for transmission between two (2) or more points having a bandwidth and termination of Customer's own choosing.

Channel Mileage: Distance calculated using the telephone industry standard Rate Centers ("V" & "H") between Company's and Customer's Premises.

Collect Call: A billing arrangement where a call is billed to the called station.

Commission: North Dakota Public Service Commission

Company: Southwestern Bell Communications Services Inc., d/b/a SBC Long Distance

Contract: An agreement between Customer and Company in which the two (2) parties agree upon specifications, terms, pricing, and other conditions of Service. The Contract may or may not accompany an associated Service Order.

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1. DEFINITIONS, Continued

Customer: A person, firm, corporation or other entity which orders or uses Service who, by receiving and using the Service, has agreed to honor the terms of the Service herein, and is responsible for the payment of rates and charges for Service to all Customer locations and for compliance with Tariff regulations.

Customer Premises Equipment ("CPE"): Equipment located at the Customer's Premises for use with the Company's Services. CPE can include, for example, a station set, facsimile machine, key system, PBX, or other voice and data communication equipment

Demarcation Point: Denotes the point of interconnection between the Company's facilities and the wiring at the Customer's Premises.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges for Services.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of a Company operator.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Direct Inward Dial ("DID"): A Service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Directory Assistance Service: A Service whereby Customers may dial a special directory assistance code or telephone number to reach an operator or automatic Interactive Voice System ("IVS") that will provide available, published directory listings.

DSL: Digital Subscriber Line.

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1. DEFINITIONS, Continued

DS-1: Digital Service, Level 1. A 1.544 Mbps dedicated Digital transmission connection furnished by the Company that may either be a connection between a Customer's Premises and the Company's Premises or a connection between two (2) Customer Premises.

DS-3: Digital Service, Level 3. The equivalent of 28 DS-1 Channels and capable of operating at 44.736 Mbps. (Also called a T-3)

Dual Tone Multi-Frequency ("DTMF"): The signaling type employed by dial tone station sets.

E-911/911: An emergency Service whereby a Customer dials a 911 emergency code or other emergency number and is then connected to an emergency agency responsible for the dispatch of emergency assistance. E911 and 911 are used interchangeably to refer to any emergency dialing arrangement.

Exchange Access Lines: Central Office equipment and related facilities, including the Network interface, which provide access to and from the telecommunications Network.

Exchange Area: A geographically defined area described through the use of maps or legal descriptions to specify areas where individual telephone exchange companies hold themselves out to provide local communications Services.

FCC: Federal Communications Commission.

Force Majeure: Causes beyond the Company's control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

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1. DEFINITIONS, Continued

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.

Individual Case Basis ("ICB"): A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

Interexchange Carrier ("IXC"): A long distance telecommunications Services provider.

ISDN: Integrated Services Digital Network. A Digital technology that allows the provision of more than one (1) communication path, called a Channel, over the same copper wire arrangement that provides traditional telephone Service.

Local Exchange Carrier ("LEC"): A provider of local telephone Service.

LERG: Local Exchange Routing Guide. A Telcordia document which lists all North American Class 5 Offices (Central Offices; or end offices) and which describes their relationship to Class 4 Offices (Tandem Offices).

Local Calling Area: The area within which a subscriber for local exchange Service may make telephone calls without incurring a long distance charge.

Mbps: Megabits per second or millions of bits per second.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

NPA: Numbering plan area or area code.

NXX: The first three digits of a seven-digit telephone number.

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1. DEFINITIONS, Continued

Operator Services: Assistance by an operator or automated Interactive Voice System (“IVS”) whereby Customers may request, for example, assistance in dialing a number, calling person to person, billing a call to a calling card or to a third number, or calling collect.

PBX: Private Branch Exchange.

Person-to-Person: A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached. Person-to-Person charges only apply when the call is completed to the requested party, department, or extension or when the calling party agrees to talk to another person.

Point of Presence (“POP”): Refers to a location or site containing telecommunications equipment that can include, but is not limited to, switches, multiplexers, modems, leased lines, and routers. A Carrier's Point of Presence usually means a location where the Carrier connects to other Carriers or its Customers.

Premises: Denotes a building, a portion of a building in a multitenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Private Line Service: Denotes non-switched point-to-point Service over fully dedicated lines.

Rate Center: Denotes a geographically specified point used to determine distance dependent rates.

Residential Customer: A Customer that uses a Residential Service Offering as set forth in this Tariff.

Recurring Charges: Charges that are assessed for Services included within this Tariff on a recurring, monthly basis.

Service: The telecommunications Services offered by the Company.

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1. DEFINITIONS, Continued

Service Area: The area in which the Company provides Service.

Service Connection Charge: A one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, Service Order issuance, programming, billing, etc., for installations, moves, changes, or rearrangements of Services and/or equipment.

Service Order: The request for facilities or Service by an Applicant or Customer. The request may be in writing, or orally, at the Company's discretion. Acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Services Start Date.

Service Start Date: The first day following the date on which the requested Service or facility is available for use.

Station: Telephone equipment from or to which calls are placed.

Station-to-Station: Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Telcordia: An independent telecommunications research company.

Telecommunications Relay Service ("TRS"): Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

Termination of Service: Discontinuance of both incoming and outgoing Service.

Third Number Billing: A billing option that allows a call to be billed to an account different from that of the calling or called party.

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1. DEFINITIONS, Continued

Trunk: A communications path, connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

Two-Way: A Service attribute that includes dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

V & H: Vertical and Horizontal geographic coordinates.

White Pages Directory Listing: A directory listing found in the local White Pages telephone directory.

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2. REGULATIONS

2.1. Undertaking of the Company

2.1.1. Scope

- A. The Company undertakes to provide and is only responsible for the Services offered in this Tariff on the terms and conditions and at the rates and charges specified herein. The Company may offer various unregulated Services in conjunction with or ancillary to its regulated Services. The Company is not responsible to any other entity or its respective customers for any Service provided by the other entity that purchases access to the Company network or uses any of the Company's facilities or Services, in order to originate or terminate its own Services, or to communicate with its own customers.

2.1.2. Shortage of Equipment and Facilities

Service is offered subject to; the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and, the provisions of this Tariff. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide or to limit Service to or from any location where the necessary facilities, equipment, systems, interconnection arrangements, billing arrangements, and/or switch software are not available.

2.1.3. Terms and Conditions

A. Minimum Contracts

1. Except as otherwise provided herein, Service is provided and billed on the basis of a minimum period of at least one (1) month, and shall continue to be provided on a monthly basis until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days. All calculations of dates set forth in this Tariff will be based on calendar days, unless otherwise specified herein.

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2. REGULATIONS

2.1. Undertaking of the Company, Continued

2.1.3. Terms and Conditions, Continued

A. Minimum Contracts, Continued

2. Except as provided in this Tariff, the length of minimum Contract period for directory listings is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

3. The Company may require a minimum Contract period longer than one (1) month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction or special Service terms, necessary to meet special demands and involving extra cost or expense.

B. Customers may be required to enter into written Service Orders which will contain or reference the name of the Customer, a specific description of the Service ordered, the rates to be charged, and the duration of the Services. Customers will also be required to execute any other documents as may be requested by the Company.

C. Except as otherwise stated in the Tariff or by Contract, at the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, Service shall continue on a month to month basis at the then current Tariff rates until terminated by either party. The Company and Customer may agree that the Service shall automatically renew for the term of the initial Contract. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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2. REGULATIONS, Continued

2.1. Undertaking of the Company, Continued

2.1.3. Terms and Conditions, Continued

D. Another telephone company or provider of telecommunications Service must not interfere with the right of any person or entity to obtain Service directly from the Company. The Customer is absolutely prohibited from reselling the Company's Services unless done in compliance with state and federal laws, rules and regulations, and with written permission from the Company.

E. The Customer has no property right to the telephone number or any other call number designation associated with Services furnished by the Company. Except as provided by state or federal requirements, the Company reserves the right to change such numbers, or the Central Office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.4. Notification of Service-Affecting Activities

Where possible, the Company may, at its sole discretion, provide the Customer reasonable notification of Service affecting activities that may occur in normal operation of its business. Provided, however, when the Company plans to interrupt Service for more than four hours to perform necessary repairs or maintenance, it will attempt to inform affected Customers at least 24 hours in advance of the scheduled date and estimated duration of the Service interruption

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2. REGULATIONS, Continued

2.1. Undertaking of the Company, Continued

2.1.5. Taxes, Surcharges, and Fees

- A. The Customer is responsible for the payment of any sales, use, gross receipts, universal service, excise, access, 911/E911, Telephone Relay Service, subscriber line, franchise, occupation, business, license, privilege or other local, state, or federal charges or surcharges, however designated, whether assessed directly on the Company or assessed on another company or Carrier and passed on to the Company (hereinafter individually or collectively referred to as "Fees"), as determined and billed by the Company. The rates for Services provided in this Tariff, unless otherwise specified herein, do not include Fees. Fees imposed by a particular jurisdiction (*e.g.*, county or municipality) will be billed only to those Customers with lines in the affected jurisdiction. When the Company by virtue of collecting Fees incurs costs that would not otherwise normally be incurred, all such costs shall be determined by the Company and billed, insofar as practical, to the Customers with lines in the affected jurisdiction. The Customer is responsible for any Fees that become applicable retroactively.
- B. Should a local, state or federal jurisdiction assert a right to impose Fees on the Company's operations, the Company may elect to bill the Customer and collect such Fees or it may elect not to do so, pending the conclusion of any challenges to such jurisdiction's right to impose Fees. If it has billed and collected the Fees and the Fees later are found to have been invalid and unenforceable, the Company shall credit or refund such amounts to affected Customers, less a reasonable administrative fee, only if the Fees collected were retained by the Company or the Fees delivered to the jurisdiction in question were later returned to the Company. If the Fees were paid to the jurisdiction in question and not returned to the Company, the Customer agrees that his/her/its recourse is against the jurisdiction in question and not against the Company. The Customer specifically agrees to hold the Company harmless from any and all liability for Fees that were delivered to the jurisdiction in question and not returned to the Company.

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2 REGULATIONS, Continued

2.1. Undertaking of the Company, Continued

2.1.6. Interconnection with Other Carriers

Interconnection with the facilities or service of other Carriers shall be under applicable terms and conditions of an interconnection agreement. Any special interface equipment or facilities necessary to achieve compatibility between facilities of the Company and other participating Carriers will be provided at the Customer's expense.

2.2. Limitations on Liability/Indemnity

2.2.1. The Company shall not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, shall indemnify, defend and hold harmless the Company from, any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over the Company's facilities; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or

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2. REGULATIONS, Continued

2.2. Limitations on Liability/Indemnity, Continued

2.2.1., Continued

- C. A breach in the privacy or security of communications transmitted over its facilities; or
- D. Acts, mistakes, omissions, interruptions, delays, errors or defects in transmission over Company's facilities or equipment; or
- E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or
- F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable Commission rules and regulations; or
- G. Violations of the obligations of the Customer section of this Tariff; or
- H. Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of the Company's agents or employees, or
- I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or

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2. REGULATIONS, Continued

2.2. Limitations on Liability/Indemnity, Continued

2.2.1., Continued

- J. Any loss, destruction or damage to property of the Company, the Company's agent, distributors or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, invitees or Authorized Users; or
- K. Any delay or failure of performance or equipment due to a Force Majeure condition; or
- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in this Tariff, so long as the Company has complied with any applicable Commission rules and regulations related thereto; or
- M. Fees the Company delivered to a jurisdiction in question and not returned to the Company as provided in the Taxes, Surcharges, and Fees section of this Tariff; or

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2. REGULATIONS, Continued

2.2. Limitations on Liability/Indemnity, Continued

2.2.1., Continued

- N. Any act, mistake, omission, interruption, delay, error, or defect caused by or contributed to by:
1. Another company or Carrier, or their agents or employees, when the facilities or equipment of the other company or Carrier are used for or with the Services the Company offers. This includes the provision of a signaling system or other database by another company; or
  2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited to, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to the Company's network; or
  3. A third party.
- O. Any failures, errors, malfunctions or omissions of Caller ID Blocking as set forth in this Tariff, whether or not arising from or relating to any ordinary negligence or other conduct by the Company.

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2. REGULATIONS, Continued

2.2 Limitations on Liability/Indemnity, Continued

2.2.2. The liability of the Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omissions, disconnection, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions shall be limited to the extension of allowances for interruption as set forth herein. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, acts of a third party, or the acts or omissions, or negligence of the Company, its employees or agents.

2.2.3. The liability of the Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their Services, including but not limited to mistakes, omissions, disconnection, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruption as set forth. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company's suppliers and vendors. The Company's suppliers and vendors and their directors, officers or employees, will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Service, equipment or facilities, or the acts or omissions, or negligence of the Company's suppliers and vendors, its directors, officers or employees.

2.2.4. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the Service is rendered.

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2. REGULATIONS, Continued

2.2. Limitations on Liability/Indemnity, Continued

2.2.5. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ITS SERVICE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS TARIFF.

2.2.6. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.2.7. Emergency 911 Service

A. This Service is offered solely as an aid in handling calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether caused by mistakes, omissions, interruptions, delays, errors or defects in (1) the provision of this Service or (2) installation, equipment and facilities furnishing emergency 911 Service.

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2. REGULATIONS, Continued

2.2. Limitations on Liability/Indemnity, Continued

2.2.7. Emergency 911 Service, Continued

B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service, features and the equipment associated therewith, or by any Services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, which parties include Customers with a non-published or non-listed telephone number as described in this Tariff, and which infringement or invasion of the right of privacy arises out of the negligence or other wrongful act of the Company, the Customer, its users, agents or municipalities, or the employees or agents of any one of them.

C. When a Customer with a non-published or non-listed telephone number, as described in this Tariff, places a call to the emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the emergency 911 Service. By subscribing to Service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

2.2.8. Directory Listings

A. The Company's liability arising from errors or omissions in directory listings or in accepting listings presented by Customers or Applicants shall be limited to an abatement or refund of an amount not exceeding the charge for the Service during the period covered by the directory in which the error or omission occurs.

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2. REGULATIONS, Continued

2.2. Limitations on Liability/Indemnity, Continued

2.2.8. Directory Listings, Continued

B. In conjunction with a non-published or non-listed telephone number as described in this Tariff, the Company will not be liable for failure or refusal to complete any call to a telephone with a non-published or non-listed number when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.2.9. The Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.3. Provision of Equipment and Facilities

2.3.1. General

A. The Company shall use reasonable efforts to make Services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

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2. REGULATIONS, Continued

2.3. Provision of Equipment and Facilities, Continued

2.3.1. General, Continued

- B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company or an agent designated by the Company, except upon the written consent of the Company. The Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned, headed or otherwise obtained to ensure the required level of Service. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- C. Equipment installed at the Customer's Premises for use in connection with the Services the Company offers will not be used for any purpose other than that for which the Company has provided such equipment.
- D. Unless otherwise set forth in this Tariff, the Company will not be responsible for the installation, operation, or maintenance of any CPE. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  2. The reception of signals by Customer-provided equipment; or
  3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment, or

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2. REGULATIONS, Continued

2.3. Provision of Equipment and Facilities, Continued

2.3.1. General, Continued

D., Continued

4. The electric power consumed by CPE which shall be provided by, and maintained at the expense of, the Customer; or
  5. For ensuring that CPE connected to Company equipment and facilities is compatible with such equipment and facilities (the Customer is responsible for ensuring such compatibility).
- E. Any CPE attached to the Company's network shall be in conformance with all FCC requirements, rules and regulations.

2.3.2. Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense.

2.3.3. Non-routine Installation

At the Customer's request, non-routine installation and/or maintenance may be performed outside of the Company's regular business hours. Installation and/or maintenance in hazardous locations may be performed at the Company's discretion. In such cases, additional charges may apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

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2. REGULATIONS, Continued

2.3. Provision of Equipment and Facilities, Continued

2.3.4. Ownership of Facilities

Title to all facilities provided in accordance with this Tariff for provision of Service to the Customer remains with the Company or third party vendor providing facilities on behalf of the Company.

2.3.5. Use of Service

Service is furnished for use by the Customer and may be used by others only as specifically provided elsewhere in this Tariff.

- A. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information, without payment of the charges applicable to such use. A Customer shall use no device with the Service or facilities of the Company for the purpose of avoiding payment of the applicable charge or defrauding the Company.
- B. Service shall not be used in any manner that interferes with other persons in the use of their Service, prevents other persons from using their Service, or otherwise impairs the quality of Service to other Customers. The Company may require a Customer to immediately cease use of Service if such use is causing interference with or impairing the Service of others
- C. If a Customer's use of Service interferes unreasonably with the Service of other Customers and that interference is believed by the Company to be related to the quantity or grade of Service that the Customer has purchased, the interfering Customer may be required to take Service in sufficient quantity, or of a different class or grade, or to cooperate with the Company to eliminate such interference.

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2 REGULATIONS, Continued

2.4. Obligations of the Customer

2.4.1. General

The Customer shall be responsible for:

- A. Payment of all applicable charges pursuant to this Tariff, Contracts and special assembly or special construction; and
- B. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; by the noncompliance by the Customer with these regulations; or by fire, theft or other casualty on the Customer's Premises; and
- C. Providing at reasonable charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises, and

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2 REGULATIONS, Continued

2.4. Obligations of the Customer, Continued

2.4.1. General, Continued

- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange Service to the Customer from the Premises entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service; and ensuring that its equipment and/or system or that of its agent is properly interfaced with the Company's Service; that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff; and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability; and
- E. Providing a safe place to work, complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents will be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's or third party vendor's employees or property might result from installation or maintenance by the Company or third party vendor. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work; and

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2 REGULATIONS, Continued

2.4. Obligations of the Customer, Continued

2.4.1. General, Continued

- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company's facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible; and
- G. Granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and
- H. Preventing liens or other encumbrances from being placed or maintained on the Company's equipment or facilities or CPE leased by the Customer from the Company; and
- I. Making the Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes; and
- J. Promptly notifying the Company in writing, of any allegation, claim, loss, damage, liability, defect, fraudulent act of a third party, cost or expense for which the Company may be responsible and cooperating in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

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2. REGULATIONS, Continued

2.4. Obligations of the Customer, Continued

2.4.1. General, Continued

K. PBX Information

Customer shall provide Company with detailed information related to multi-location private branch exchanges ("PBX") and other parties PBXs operating within the Customer's Premises or otherwise connected to Company's telecommunication Service through Customer. Such information shall include the end-user addresses corresponding to all telephone lines operating through the PBX and such other information, as requested by Company, which will enable Company to determine, in the event of an emergency 911 call routed through a PBX, the physical location from which the call was made. Customer shall continually update this information and shall immediately notify Company of any changes related to this information. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities resulting from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, costs, expenses, claims, liabilities or damages, including third party claims, related to the failure to respond to an emergency 911 telephone call.

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2. REGULATIONS, Continued

2.4. Obligations of the Customer, Continued

2.4.1. General, Continued

L. Automatic Number Identification

In addition to providing the information requested in 2.4.1(L)(PBX information) above, Customer shall provide and continually update Company with the correct true automatic number identification ("ANI") for each telephone line operating through a PBX on Customer's Premises or otherwise connected to Company's telecommunication Service(s) through Customer. Customer recognizes that it may be necessary to purchase and install additional equipment in order to provide the ANI information and that Customer is solely responsible for all costs and expenses related to this equipment. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities arising from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, damages, costs, expenses, liabilities or claims, including third party claims, related to the failure to respond to an emergency 911 phone call.

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2. REGULATIONS, Continued

2.4. Obligations of the Customer, Continued

2.4.2. Claims

The Customer shall indemnify, defend and hold harmless the Company as set forth in the Limitation of Liability/Indemnity section of this Tariff or as provided elsewhere in this Tariff.

2.4.3. Inspections

A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment connected to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

B. The Company will, upon request, provide the Customer with a statement of technical parameters that the Customer's equipment must meet. If the protective requirements for CPE are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for corrective action. Within three (3) days of receiving this notice a Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

2.4.4. The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company.

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2. REGULATIONS, Continued

2.4 Obligations of the Customer, Continued

2.4.5. Fraud and Unauthorized Use of the Network.

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or the fraudulent use of an accepted credit card, provided that the unauthorized use occurred as a result of inadequate safe keeping by the Customer.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or any Authorized User to place calls over the network and to have the charges for such calls billed to the Customer's account.
- C. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- D. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss and/or theft promptly upon Customer's discovery of same.
- E. The Customer is responsible for payment of all charges for calling card Services furnished to the Customer or any Authorized User, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse or abuse of the Customer's Service by third parties, the Customer's employees or the public.
- F. The liability of the Customer for unauthorized use of the network by credit card fraud is equal to the applicable charges pursuant to this tariff or Contract for the property, labor or Services obtained by the unauthorized user provided that the unauthorized use occurred as a result of inadequate safe keeping by the Customer.

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2. REGULATIONS, Continued

2.4 Obligations of the Customer, Continued

2.4.5. Fraud and Unauthorized Use of the Network. , Continued

- G. The Customer is liable for the unauthorized use of the network obtained through the fraudulent access of a telephone system provided that the unauthorized use occurred as a result of inadequate safe keeping by the Customer.

2.5. Establishment of Service

2.5.1. Application for Service/Service Order

- A. An Applicant for Service may be required by the Company in its sole discretion to sign an application form requesting the Company to furnish facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by the Company, together with the provisions of this Tariff, establishes the Contract between the Company and the Customer, which may not be assigned or transferred in any manner.
- B. If Customer's Service has been terminated and the Customer wishes to reestablish Service, payment of all unpaid, undisputed charges, as well as a Deposit and Advance Payment for all connection charges, may be required prior to re-establishing Service.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.1. Application for Service/Service Order, Continued

C. The Company may refuse to establish Service if any of the following conditions exist:

1. The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with the Company for payment; or
2. A condition exists which in the Company's judgment is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities; or
3. Refusal by the Applicant to provide the Company with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements; or
4. The Applicant is known to be in violation of the Company's Tariffs filed with the Commission; or
5. Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by the Company as a condition for providing Service; or
6. Applicant falsifies his or her identity for the purpose of obtaining Service.
7. The Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address.
8. The Service requested is not available under Section 2.1.2 of this tariff.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.2. Establishment of Credit

- A. The Company may conduct a credit investigation of each new Customer or Applicant prior to accepting a Service Order.
- B. The Company may, in order to assure payment of its charges for Service, require Applicants and existing Customers to establish and maintain credit acceptable to the Company
- C. The establishment and reestablishment of acceptable credit does not relieve the Applicant or Customer from compliance with other provisions in this Tariff as to Deposits, Advance Payments and the payment of charges due, and will in no way modify the provisions regarding disconnection and Termination of Service for failure to pay bills due for Service or facilities furnished.
- D. A Customer may be required to reestablish credit in accordance with this Tariff when the amount of Service furnished or the basis on which credit was formerly established, in the sole discretion of the Company, has significantly changed.

2.5.3. Advance Payments

To safeguard its interests, the Company may require an Applicant or Customer to make an Advance Payment prior to the provision or restoration of Service or facilities. The Advance Payment will not exceed the amount equal to the Non-Recurring Charge(s) and three (3) months Recurring Charges for the Services or facility to be provided. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges, if any, for a period to be set by the Company and the Customer. The Advance payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a Deposit.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.4. Deposits

A The Company may require each Applicant for Service to make a Deposit as follows, pursuant to ND Commission Rule 69-09-05-03:

1. The Deposit is not to exceed two times the estimated amount of one month's average bill.
2. The Company may accept in lieu of a cash Deposit a contract signed by a guarantor, satisfactory to the Company, whereby the payment of a specified sum not to exceed the required cash Deposit is guaranteed. The term of such contract must be indeterminate, but it must automatically terminate when the Customer gives notice of Service discontinuance to the Company or a change in location covered by the guarantee agreement or thirty days after written request for termination is made to the Company by the guarantor. However, no agreement may be terminated without the Customer having made satisfactory settlement for any balance which the Customer owes the Company.
3. Upon termination of a guarantee contract, a new contract or a cash Deposit may be required by the Company.

B. The Company will not collect a Deposit in order to initiate lifeline service, if the qualifying low-income Customer voluntarily elects toll blocking from the Company, where available. If toll blocking is unavailable, the Company may charge a Deposit.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.4. Deposits, Continued

C. A Deposit may be required in addition to an Advance Payment.

D. Interest on Deposits

Pursuant to ND Commission Rule 69-09-05-03, the Company will each year pay interest on such Deposit at the rate paid by the Bank of North Dakota on a six-month certificate of deposit. Such rate will be determined as of the first business day of each year on a six-month certificate of deposit with the smallest deposit required. The interest may be paid to the depositor or may be deducted from the depositor's indebtedness to the Company for telephone Service. The payment or deduction for interest must be made during each calendar year, or whenever a Deposit is refunded or Service discontinued.

E. Inadequacy of Deposits

If the amount of a Deposit is proven to be less than required to meet the requirements specified herein, the Customer shall be required to pay an additional Deposit upon request.

F. Refund of Deposits

1. Residential Deposits and accrued interest shall be refunded after twelve (12) months of Service if the Customer has not been delinquent in the payment of Company bills.
2. When a Residential or Business Service or facility is discontinued, the amount of a Deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the Service or facility is discontinued, the Company may, at its option, return the Deposit or credit it to the Customer's account.

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2. REGULATIONS, Continued

2.6. Billing and Collection of Charges

2.6.1. Bills will be rendered monthly to the Customer.

2.6.2. All Service, installation, monthly Recurring, and Non-Recurring charges are due and payable upon receipt.

2.6.3. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which the Service is provided.

2.6.4. For new Customers, or existing Customers whose Service is disconnected, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.6.5. Payment of all bills is due twenty five (25) days after the date of invoice unless the Customer has been identified as a candidate for potential fraudulent activity, or the Customer has been under treatment for twenty five (25) days. In those instances, payment is due fifteen (15) days after the date of mailing. Amounts not paid by this date (the "due date") will be considered past due.

2.6.6. Essential Service<sup>1</sup> Provider Bills

Pursuant to ND Commission Rule 69-09-05-13, the Company, on any bill issued for the provision of Essential Services, will:

- A. Clearly disclose its name, business address, and a toll-free Customer inquiry telephone number. The Company name and business address must also be made available via the toll-free Customer inquiry number;
- B. Clearly and separately identify the Essential Services for which the bill is issued;
- C. Clearly identify all taxes, fees, and surcharges associated with the Essential Services for which the bill is issued; and
- D. Disclose that the provision of Essential Services may not be discontinued by the Company for nonpayment of charges for Nonessential Services or use other language that complies with federal billing rules.

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<sup>1</sup> See definition of Essential Service in Section 4 1 3

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2. REGULATIONS, Continued

2.7. Disputed Bills

- 2.7.1. The Customer is responsible for notifying the Company in writing, within thirty (30) days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the due date (Disputed Amounts)
- 2.7.2 All charges not in dispute will be paid by the Customer by the due date. Telephone Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or Deposit if the Customer does not pay as required in this Tariff.
- 2.7.3. Upon notification of a dispute, the Company will notify the Customer within five (5) working days of its receipt of the written dispute notice and shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company will notify the Customer of any amount determined by the Company to be correctly charged and Customer shall pay such amount to the Company within five (5) working days. The Company may suspend/terminate Service if the Customer fails to pay the amount determined by the Company to be properly charged. Amounts determined by the Company to be correctly charged also will be subject to the late payment charge specified in this Tariff.

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2 REGULATIONS, Continued

2.7. Disputed Bills, Continued

2.7.4. If the Customer and Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer, prior to termination, of the right to file a complaint with the Commission. The complaint must be filed within five (5) days of the Customer's notification of the Company's determination of the dispute.

The address and telephone number of the Commission is:

North Dakota Public Service Commission  
State Capitol, 12th Floor  
600 East Boulevard  
Bismarck, North Dakota 58505-0480

Telephone number: 701-328-2400

2.8. Late Payment Charges

2.8.1. Customers will be assessed a late fee on past due amounts in the amount of the lesser of 1.5% per month or the maximum lawful rate under applicable state law.

2.8.2. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are bona fide Disputed Amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

2.8.3. Late payment charges do not apply to final accounts.

2.8.4. Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge

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2. REGULATIONS, Continued

2.9. Cancellation of Service by Customer

Cancellation of Service by the Customer can be made either verbally or in writing.

2.9.1. Cancellation Prior to Start of Design of Work or Installation of Facilities

If, prior to cancellation by the Customer, the Company incurs any expenses in installing Service or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost the Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring Charges, and all amounts others may charge the Company that would have been chargeable to the Customer had Service been initiated.

2.9.2. Cancellation Associated with Special Construction

Where the Company incurs an expense in connection with special construction before it receives a cancellation notice, or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred applies. In such cases, the charge applies to allow the Company to recover the otherwise non-recoverable costs of engineering, labor, material, equipment and other related expenses.

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2. REGULATIONS, Continued

2.9. Cancellation of Service by Customer, Continued

2.9.3. Cancellation During Installation

If cancellation occurs between start and completion of installation, the Customer will be responsible for the estimated cost incurred, not to exceed the charge for the minimum period of Services ordered and the total Non-Recurring Charges, including termination charges, applicable to the entire Service, equipment and facilities ordered.

2.9.4. Cancellation After Installation but Prior to Service Start-up

If cancellation notice is provided after completion of installation but prior to connection for Service, the Customer is responsible for the charges applicable as if the items involved were actually connected for Service and immediately ordered disconnected, including;

- A. All regularly applicable Service Connection Charges and Non-Recurring Charges, and
- B. All regularly applicable basic termination charges in full, and
- C. All regularly applicable minimum Service charges, and
- D. Any other amounts as may be specified in the Tariff covering the items involved, and
- F. Any other amounts that were incurred as a result of expedited orders, or as a result of the cancellation, modification or deferral at the Applicant/Customer's request.

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2. REGULATIONS, Continued

2.9. Cancellation of Service by Customer, Continued

2.9.5. Cancellation of Service After Service Start-up

A Customer who wishes to have Service discontinued shall give at least 5 days oral or written notice to the telephone company, specifying the date on which it is desired that Service be discontinued. The Customer shall retain responsibility for Service and equipment charges until the day and time on which Service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the Premises, the Customer shall continue to be responsible for equipment and Service rendered.

2.9.6. Subsequent Order Charges Due to Modification

In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

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2. REGULATIONS, Continued

2.10 Cancellation of Service by Company

The Company will discontinue telecommunications Services as provided in this Section:

2.10.1. Termination of Service for Reasons Other Than Delinquency

- A. Pursuant to ND Commission Rule 69-09-05-02(11)(a), except for discontinuance due to delinquency as provided in Section 2.10.2, the Company may not discontinue Service to a Customer without first providing the Customer with twenty-days (20) written notice of the intent to discontinue Service.

The notice of intent to discontinue Service will inform the Customer of his or her right to choose between local exchange companies, if more than one local exchange company is providing Essential Services.

- B. The Company may disconnect Service, or may withhold the provision of ordered or contracted Service under the following conditions after twenty days written notice to the Customer:
1. The existence of an obvious hazard to the safety or health of the Customer, the general population, or the Company's personnel or facilities; or
  2. The Company has evidence of tampering or evidence of fraud
  3. Customer violation of this Tariff or any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations; or
  4. Failure to meet or maintain the Company's credit and Deposit requirements; or
  5. Failure of the Customer to provide the Company reasonable access to its equipment and property; or

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2. REGULATIONS, Continued

2.10 Cancellation of Service by Company

2.10.1. Termination of Service for Reasons Other Than Delinquency, Continued

B., Continued

6. Customer breach of Contract for Service between the Company and the Customer; or
7. When necessary for the Company to comply with an order of any governmental agency having such jurisdiction; or
8. Unauthorized resale of equipment or Service, or
9. use of equipment which interferes with or adversely affects the Service to other Customers, provided the Customer has first been notified and afforded reasonable opportunity to change or disconnect such equipment.

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2. REGULATIONS, Continued

2.10 Cancellation of Service by Company

2.10.2. Discontinuation of Services Due to Delinquency

The Company may disconnect Service, if a Customer's account is delinquent, ten (10) calendar days from the date of mailing or personal delivery of notice of the Company's intention to discontinue Service on account of delinquency. The Company's notice will comply with the provisions of ND Commission Rule 69-09-05-02(5) as set forth in Section 2.10.2(E)(5).

A. Determination of Delinquency

Pursuant to ND Commission Rule 69-09-05-02.1, for the purpose of discontinuing or resuming telecommunications Service:

1. If a Customer's partial payment on outstanding charges for telecommunications Services excluding payments on a deferred installment agreement is less than the outstanding charges for Essential Services and federal access charges, the Customer is delinquent in payment for Essential Services.
2. If a Customer's partial payment on outstanding charges for telecommunications Services excluding payments on a deferred installment agreement is equal to or greater than the outstanding charges for Essential Services and federal access charges, the Customer is not delinquent in payment for Essential Services.

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2. REGULATIONS, Continued

2.10 Cancellation of Service by Company, Continued

2.10.2. Discontinuation of Services Due to Delinquency, Continued

B. Discontinuance of Essential Services<sup>2</sup>

Pursuant to ND Commission Rule 69-09-05-02(1), the Company may discontinue the Essential Services it provides:

1. If the Customer is delinquent in payment for Essential Services, then Essential Services may be discontinued even though discontinuing the Services results in the discontinuance of all telecommunications Services.
2. If the Customer is delinquent in payment for long-distance Services rendered by the Company or another company and billed by the Company, but is not delinquent in payment for Essential Services rendered by the Company, the Company may discontinue the Customer's local exchange Services only at central offices lacking the technical ability to discontinue long-distance Services while continuing to provide local exchange Services.

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<sup>2</sup> See definition of Essential Service in Section 4 1 3.

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2. REGULATIONS, Continued

2.10 Cancellation of Service by Company, Continued

2.10.2. Discontinuation of Services Due to Delinquency, Continued

C. Discontinuance of Nonessential Services<sup>3</sup>

Pursuant to ND Commission Rule 69-09-05-02(2), the Company may discontinue Nonessential Services:

1. If the Customer is delinquent in payment for Nonessential Services.
2. If the Customer is delinquent in payment for long-distance telecommunications Services rendered by another company and billed by the Company, then the Company may deny the Customer all forms of access to the network of the telecommunications company to which the Customer is delinquent in payment. However, if due to technical limitations, the Company must also deny the Customer all forms of access to the long-distance networks of all telecommunications companies, including its own, in order to deny the Customer access to the network of the company to which the Customer is delinquent, the Company may do so.

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<sup>3</sup> See definition of Nonessential Service in Section 4 1 4

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2 REGULATIONS, Continued

2.10 Cancellation of Service by Company, Continued

2.10.2. Discontinuation of Services Due to Delinquency, Continued

D. Insufficient Reasons for Discontinuance of Service Due to Delinquency

Pursuant to ND Commission Rule 69-09-05-02(4), the Company may not discontinue Service to a Customer

1. for failure of the Customer to pay for merchandise purchased from the Company,
2. to pay for a different class of Service furnished by the Company,
3. to pay for Service rendered to a previous occupant of the premises, or
4. to pay the bill of another Customer as guarantor thereof.

E. Notice of Discontinuance of Service for Delinquency

Pursuant to ND Commission Rule 69-09-05-02(5), the Company will not discontinue Service to a Customer for failure to pay for Service until the Company first gives the Customer notice of its intention to discontinue such Service on account of delinquency. The notice will:

1. Be sent by first-class mail addressed to the billing name and address of the affected account
2. Show the amount of the delinquency.
3. Include the telephone number of the Public Service Commission
4. Advise the Customer of the Customer's rights and remedies, including the Customer's right to work out a satisfactory deferred installment agreement for delinquent accounts.

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2. REGULATIONS, Continued

2.10 Cancellation of Service by Company, Continued

2.10.2. Discontinuation of Services Due to Delinquency, Continued

E. Notice of Discontinuance of Service for Delinquency, Continued

5. Inform the Customer that Service will be discontinued if the delinquent account is not paid within ten (10) calendar days from the date of mailing or personal delivery of the notice, or if a satisfactory installment agreement is not made with the Company for payment of the delinquent bill. The Company may discontinue Service without further notice if the Customer fails to pay the delinquent account by the due date.

F. Deferred Installment Agreements

Pursuant to ND Commission Rule 69-09-05-02(6):

1. A deferred installment agreement for Essential Services may not be combined with a deferred installment agreement for any other Services.
2. The Company will not discontinue Essential Services if the Company and the Customer make a mutually agreed upon deferred installment agreement for Essential Services. The Company may discontinue Essential Services without further notice if the Customer fails to pay the delinquent account in accordance with the deferred installment agreement.
3. The Company will not discontinue Nonessential Services if the Company and the Customer make a mutually agreed upon deferred installment agreement for Nonessential Services. The Company may discontinue Nonessential Services without further notice if the Customer fails to pay the delinquent account in accordance with the deferred installment agreement.

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2 REGULATIONS, Continued

2.10 Cancellation of Service by Company, Continued

2.10.2. Discontinuation of Services Due to Delinquency, Continued

G. Payment of Delinquent Account Prior to Discontinuance

Pursuant to ND Commission Rule 69-09-05-02(7), the Customer may pay the delinquent account at any time prior to the actual discontinuance of Service.

H. Disputed Bills and Discontinuance of Service

Pursuant to ND Commission Rule 69-09-05-02(9), if the Customer disputes the amount of a bill for Service, the Customer may, to prevent discontinuance for nonpayment, pay the disputed bill under protest to the Company. Alternatively, the Customer may request a formal hearing pursuant to ND Commission Rule 69-02-02-02 in which case the Company may not discontinue Service for nonpayment of the disputed bill until a final decision has been issued by the Commission. The Company will immediately give the Commission notice of the dispute and the Commission may investigate the dispute. The Company will refund to the Customer any part of such payment made under protest found by the Commission to be excessive.

2.11. Reconnection of Customer's Service

Pursuant to ND Commission Rule 69-09-05-02(8), whenever Service has been discontinued for nonpayment of a bill, Service will be resumed if the Customer pays the fee for resuming Service, makes a Deposit under Section 2.5.4 (if required by the Company); and makes a satisfactory settlement for the delinquent bill and for the Service rendered to the date the Service was discontinued.

	<u>Residence</u>	<u>Business</u>
Restoral Fee, Per Occurrence	\$25.00	\$40.00

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2. REGULATIONS, Continued

2.12. Miscellaneous

2.12.1. Special Conditions or Requirements

Where special conditions or special requirements of a Customer involve unusual construction or installation cost, the Customer may be required to pay a reasonable proportion of such costs or expense.

2.12.2. Telephone Numbers

Unless otherwise required by state or federal requirements, the Company may change the telephone number of a Customer for engineering, technical, or other reasons. In the event of a dispute between two (2) or more parties regarding use of a number, the decision of the Company will be final and binding on all parties, unless otherwise required by federal or state law.

2.12.3. Ownership and Access to Facilities

Facilities furnished by the Company are the property of the Company or a third-party vendor. The Customer will provide employees, distributors and agents of the Company access to such facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing or otherwise servicing such facilities.

2.12.4. Installation, Rearrangement, Repair, Maintenance, Disconnection and Removal of Facilities

The Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network facilities and network elements, owned, leased or otherwise obtained to ensure the required level of Service.

2.12.5. Transfer and Assignments

The Customer may not assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

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2. REGULATIONS, Continued

2.12. Miscellaneous, Continued

2.12.6. Notices and Communications

- A. The Customer will designate an address to which the Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which the Company's bills for Service will be mailed.
- B. The Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.
- D. The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2 REGULATIONS, Continued

2.13. Interruptions of Service

2.13.1. General

- A. The Company may temporarily interrupt Service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify the Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Company.
- C. A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, *e.g.*, the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this Tariff.
- D. If the Customer reports to the Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by the Company or an agent of the Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by the Company to be impaired.
- E. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited, to the Customer.

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2. REGULATIONS, Continued

2.13. Interruptions of Service, Continued

2.13.2. Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or
- B. Due to the malfunction of Customer-owned telephone equipment; or
- C. Due to a Force Majeure; or
- D. During any period in which the Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- E. During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- G. That occurs when the Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- H. For the unlawful or improper use of the facilities or Service.

2.13.3. Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

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2 REGULATIONS, Continued

2.13. Interruptions of Service, Continued

2.13.4. Application of Credits for Interruptions in Service

- A. Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) days.

2.13.5. Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by the Company as follows:

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth ( $1/30^{\text{th}}$ ) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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2. REGULATIONS, Continued

2.14 Returned Check Charge

When a check which has been presented to the Company by a Customer in payment for charges, including Deposits and Advance Payments, is returned by a financial institution which refuses to honor it for insufficient funds or a closed or non-existent account, the Customer will be assessed a charge:

	<u>Charge</u>
Per Returned Check	\$20.00

2.15. Customer Service

Correspondence from the Customer to the Company must be addressed to the attention of the Company's Customer Service department and sent to the appropriate office as listed on the Customer bill. The Customer may also contact the Company's Customer Service department by calling a toll free number provided on the Customer bill.

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2 REGULATIONS, Continued

2.16. Termination Liability

2.16.1. Customers who discontinue Services provided under a volume and/or term Contract, prior to the expiration of the Contract, may be subject to a termination charge.

2.16.2. Payment of the termination charge does not release the Customer from other amounts owed to the Company including the balance of any Non-Recurring Charges that have been spread over the term of the Contract.

2.16.3. Early Termination Liability

A. If a Customer discontinues Services provided under a term pricing plan prior to the completion of the term, the Customer will be liable for an early termination charge. The termination charge will be the lesser of.

1. The present value of all monthly charges remaining under the term plan; or
2. The dollar difference, including interest, between (1) the current Monthly Charge(s) for the longest term pricing plan that could have been completed based on the time the Customer actually received the Service and (2) the Monthly Charge(s) under the term pricing plan currently in effect; multiplied by the number of months (any partial month to be represented by a fraction) that the Customer received the Service.

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2 REGULATIONS, Continued

2.16 Termination Liability, Continued

2.16.3. Early Termination Liability, Continued

- B. The Customer will also be responsible for paying any Non-Recurring Charges the Company originally waived that the Customer would have been charged if the Customer had initially obtained Services on a Month-to-Month basis (or, if Service is not available on a month-to-month basis, under the shortest term available for the Service). Such amount will bear interest as set forth below.
- C. The Customer will also be responsible for payment in full of any Non-Recurring Charges that the Company had agreed to spread out over the term of the plan, such amounts to bear interest as set forth below.
- D. For purposes of this section, interest and present value will be calculated using the Prime Rate as reported in the Wall Street Journal on January 1st for the year during which Service is discontinued.
- E. All early termination liability set forth above is due and owing within thirty (30) days of Termination of Service.
- F. For example, suppose the Customer discontinues a thirty-six (36) month Contract during the twentieth (20) month of Service. Suppose, further, the sixty (60) month, thirty-six (36) month, twelve (12) month and month-to-month terms were available. The Customer's termination charge under this section would be the difference between the twelve (12) month rate and the thirty-six (36) month rate, multiplied by the twenty (20) months the Customer received Service, plus (1) any Non-Recurring Charges the Company had waived, with interest, and (2) the remaining balance on any Non-Recurring Charges the Company had agreed to spread out over the term, with interest.

2.16.4. Prior to the completion of the selected Service term plan, the Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan: (1) is for an equal or greater number of Circuits than the number ordered originally, and (2) is greater in length than the number of months remaining on the original Service term. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

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2. REGULATIONS, Continued

2.17. Service Provider Options

2.17.1. No Primary Interexchange Carrier (PIC) Option

Customers have the option of not selecting a toll provider as primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

2.17.2. Two PIC Option

Customers will be able to select one toll provider for intraLATA toll calls and, if so desired, the same or another toll provider for interLATA toll calls.

2.17.3. Preferred Carrier Freeze (PCF)

The Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider as permanent choices which may not be changed absent further authorization from the Customer. The Company will send a letter to each Customer upon initiation or transfer of Service, which informs the Customer of the option to freeze his/her intraLATA, interLATA and local Service provider choice(s). At the time a Customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

2.17.4. Carrier Change Charge

After the initial 30-day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line:

Per Change Charge	5.00
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3 APPLICATION OF RATES

3.1. Introduction

The regulations set forth in this section govern the application of rates for Services contained in other sections of this Tariff. The Company will notify the Commission of the rates and charges and the terms and conditions of any promotion.

3.2. Service Trials and Special Promotions

The Company may conduct technical trials of its Service on a limited basis to test and evaluate Service capabilities, implementation procedures, and technical processes. The Company may also offer special offerings for market research, rate experimentation, or promotional purposes. These trial/promotional offerings may include waiving or reducing the applicable charges for the Service. The trial or promotion may also be held for a limited duration for specific locations within the state. The waiver of any charge, other than a Nonrecurring Charge, shall not exceed one (1) year.

3.3. Individual Case Basis Arrangements

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by Contract between the Company and the Customer.

3.4. Special Arrangements

Where the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges, (3) termination liabilities; and (4) combinations thereof.

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3. APPLICATION OF RATES, Continued

3.5. Business Rate Application

3.5.1. The term "Business Line" denotes Service provided when any of the following conditions exist:

- A. The line is used primarily or substantially for a paid commercial, professional, governmental, educational or institutional activity; or
- B. The line is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The line uses a Service number listed as the principal or only number for a business in any telephone directory; or
- D. The line is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. The use of a line without compensation or reimbursement for a charitable or civic purpose will not constitute business use or render such line a "Business Line"; or
- E. The line does not otherwise qualify as a Residential Line (as defined herein).

3.6. Residential Rate Application

3.6.1. The term "Residential Line" denotes Service provided when any of the following conditions exist:

- A. The line does not qualify as a Business Line, or
- B. It is used primarily and substantially for social or domestic purposes, and
- C. The line is located in a residence, or, in the case of a combined business and residence Premises, is located in a bona fide residential quarters of such Premises and a separate Business Line is located in the business quarters of the same Premises.

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3. APPLICATION OF RATES, Continued

3.7 Rates Based Upon Distance

Where charges for a Service are specified based upon distance, the following rules apply:

3.7.1. "V and H Coordinates"

Distance between two (2) points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic "V" and "H" coordinates associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). The "V" and "H" coordinates for each Rate Center are found in the Local Exchange Routing Guide (LERG) issued by Telcordia. Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

The airline distance between any two (2) Rate Centers is determined as follows

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the LERG.
- B. Compute the difference between the "V" coordinates of the two (2) Rate Centers; and the difference between the two (2) "H" coordinates.
- C. Square each difference obtained in step B. above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step C. above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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3. APPLICATION OF RATES, Continued

3.7 Rates Based Upon Distance, Continued

3.7.1. "V and H Coordinates", Continued

F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G. FORMULA

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

3.8. Miscellaneous Charges

3.8.1. Maintenance and Repair Charges

A. Non-Designed Services

The Customer shall be responsible for the installation, operation and maintenance of any terminal equipment, communications systems or Premises cable and wire on the Customer's side of the Demarcation Point. As such, a Trouble Isolation Charge will apply for each repair visit by a technician to the Customer's Premises where the local exchange Service difficulty or trouble is not found to be on the Company's side of the Demarcation Point. In such instances, the Customer may utilize any entity of their choosing to make the necessary repairs to alleviate the problem. This charge will not apply when the trouble is found to be in the Company's facilities.

	<u>Charge</u>
Trouble Isolation	50.00

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3. APPLICATION OF RATES, Continued

3.8. Miscellaneous Charges

3.8.1. Maintenance and Repair Charges, Continued

B. Designed Services

The following charges are applicable to designed Services for work performed that is considered above and beyond normal Circuit design, installation and maintenance activities.

1. Additional Engineering

Additional Engineering will be provided by the Company at the request of the Customer only when:

- a. A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report;
- b. The Company engineers a Customer's request for a customized Service that is not considered by the Company to be a standard offering.

2. Overtime Installation

Overtime installation is that part of the Company installation effort that takes place outside of normally scheduled working hours.

3. Stand-by Time

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

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3. APPLICATION OF RATES, Continued

3.8. Miscellaneous Charges, Continued

3.8.1. Maintenance and Repair Charges, Continued

B. Designed Services, Continued

4. Testing Time

Additional testing, maintenance or repair of facilities which connect to facilities of other Service providers which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

5. Maintenance of Service

When a Customer reports a trouble on a designed Service to the Company for clearance and the trouble is not found to be on the Company's side of the Demarcation Point, the Customer shall be responsible for the payment of a Maintenance of Service Charge for the period of time Company personnel are dispatched to the Customer's Premises. No charge will be applied if the trouble is found in the Company's facilities.

When the Company dispatches personnel to the Customer's Premises, and the trouble is found to be in equipment or communications systems provided by another Service provider, the Maintenance of Service Charge shall include all time for technicians dispatched, including technicians dispatched to other locations for the purposes of testing with those dispatched to the Customer Premises.

A dispatch of Company personnel at a time period not consecutive with their scheduled work period is subject to Overtime and / or Premium charges. The Maintenance of Service Charge is applied and billed in increments of thirty (30) minutes. No credit allowance will be applicable for the interruption of Service involved if the Maintenance of Service Charge applies.

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3. APPLICATION OF RATES, Continued

3.8 Miscellaneous Charges, Continued

3.8.1 Maintenance and Repair Charges, Continued

B. Designed Services, Continued

6. Non-Productive Dispatch

The period of time a technician is dispatched, but is unable to complete the requested work because the technician is denied access to the Premises.

7. Additional Labor

Labor that is requested by the Customer in the provisioning or maintenance of Service that is not classified as any other type mentioned above.

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3 APPLICATION OF RATES, Continued

3.8. Miscellaneous Charges, Continued

3.8.1. Maintenance and Repair Charges, Continued

B. Designed Services, Continued

8. Charges

		First Half Hour*	Each Add'l Half Hour*
a.	<u>Additional Engineering</u>		
	- Basic Time	\$ 50.00	\$ 35.00
	- Overtime	77.00	51.00
b.	<u>Overtime Installation</u>		
	- Overtime	225.00	120 00
	- Premium Time	300.00	160 00
c.	<u>Stand-by Time</u>		
	- Basic Time	0.00	85.00
	- Overtime	0.00	120.00
	- Premium Time	0.00	160.00
d.	<u>Testing Time</u>		
	- Basic Time	85.00	55.00
	- Overtime	100.00	80.00
	- Premium Time	110.00	90.00

\* or fraction thereof

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3. APPLICATION OF RATES, Continued

3.8. Miscellaneous Charges, Continued

3.8.1. Maintenance and Repair Charges, Continued

B. Designed Services, Continued

8. Charges, Continued

	First Half Hour*	Each Add'l Half Hour*
e. <u>Maintenance of Service</u>		
- Basic Time	82.00	50.00
- Overtime	96.00	64.00
- Premium Time	110.00	78.00
f. <u>Non-Productive Dispatch</u>		
- Basic Time	85.00	55.00
- Overtime	100.00	80.00
- Premium Time	110.00	90.00
g. <u>Additional Labor</u>		
- Basic Time	85.00	55.00
- Overtime	100.00	80.00
- Premium Time	110.00	90.00

\* or fraction thereof

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3. APPLICATION OF RATES, Continued

3.8. Miscellaneous Charges, Continued

3.8.2. Change Order Charges

The following charges will apply on a per order basis, unless otherwise specified, for the changes / actions specified.

<u>TYPE</u>	<u>CHARGE</u>
Change a Directory Listing	\$ 7.50
Add Directory Listing	7.50
Change To or From Hunting	10.00
Rearrange Hunting, per line	3.00
Change Telephone Number	25.00
Change Class of Service	25.00

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4. LOCAL EXCHANGE SERVICES

4.1. Description

4.1.1. The Company's local exchange Service provides the Customer with the ability to connect to the Company's switching network which enables the Customer to

- access 911 or E-911 (where available);
- access other telecommunication Carriers;
- place or receive Operator Service calls;
- place calls to Directory Assistance;
- place calls to toll free 8XX telephone numbers;
- access TRS; (using 711, where available)
- access 900/976 numbers;
- obtain a copy of the local White Pages Directory; and
- include a listing in the local White Pages Directory.

4.1.2. The following capabilities are also provided with the Company's local exchange Service:

- Caller ID Blocking, per call (using \*67 at no charge)
- Caller ID Blocking, per line (available to qualified Customers where required, e.g., abuse hotline)
- 900/976 Blocking, per line (upon Customer request at no charge)
- Touch-Tone

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4. LOCAL EXCHANGE SERVICES

4.1. Description, Continued

4.1.3. Essential Telecommunications Service

Essential Telecommunications Service means the following Services:

- A. Switched access;
- B. The transmission Service line for a coin or pay telephone;
- C. Installation of the Service connection for other Essential Services from the end user's premises to the local exchange network;
- D. Flat rate or measured residence, business and combination business and residence basic telephone Service including the following Service elements:
  - 1. Billing and collecting of the telecommunications company's charges for the Service.
  - 2. Primary directory listing, including nonlisted and nonpublished Service.
  - 3. Access to directory assistance.
  - 4. Access to emergency 911 Service and emergency operator assistance in local exchange areas in which emergency 911 Service is not available.
  - 5. Except as provided in section 49-02-01.1, mandatory, flat-rate extended area Service to designated nearby local exchange areas.
  - 6. Transmission Service necessary for the connection between the end user's premises and the local exchange central office switch including a trunk connection that has inward dialing and necessary signaling Service such as touchtone used by end users for the Service.

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4. LOCAL EXCHANGE SERVICES

4.1. Description, Continued

4.1.4 Nonessential Telecommunications Service

Means any telecommunications Service, other than those essential telecommunications Services listed in Section 4.1.3 above that a customer has the option to purchase either in conjunction with or separate from any Essential Telecommunications Service. Nonessential telecommunications Services include, but are not limited to:

- A. InterLATA and intraLATA message toll Service;
- B. Calling features and information or enhanced Services such as call waiting, call forwarding, three-way calling, intracall, speed calling, call transfer, voice or data store and forward, message delivery, or caller identification;
- C. Centrex Services and features;
- D. Installation of Service connections in addition or supplementary to that described in subdivision c of subsection 4 which also provides transmission Service between the end user's premises and the local exchange central office switch;
- E. Mobile telecommunications Services using radio spectrum or cellular technology; and
- F. Packet-switched Services.

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4. LOCAL EXCHANGE SERVICES, Continued

4.2 General Regulations

4.2.1. Service Area

- A. Exchange access Services are provided in the portions of North Dakota served by Qwest Communications Corporation ("Qwest")
- B. The Company's description of Service area in no way compels the Company to provide any Service in an area where facilities or other extenuating factors limit the Company's ability to provide Service.

4.2.2. Availability

Services are provided subject to technological availability and compatibility with Customer facilities. Services, rates, and Contract conditions may not be available in all areas.

4.2.3. Local Calling Areas

- A. The Company will provide Service in selected Qwest exchanges as defined in subsection C below.
- B. The Company concurs in Qwest's Exchange Areas listed in its local exchange tariff filed with the Commission. Local Calling Areas, for Customers whose Premises are located in the exchanges listed in subsection C below, will be the same as Qwest's Local Calling Areas

C. Exchanges

E. Fairview	Minto	Belfield	Casselton
E. Sidney	Northwood	Bismarck-Mandan	Fargo
Grafton	Valley City	Dickinson	Gardner
Hatton	Wahpeton	Emerado	Kindred
Hilsboro		Grand Forks	Leonard
Jamestown		Manvel	
Larimore		Reynolds	
Mayville		Thompson	

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4. LOCAL EXCHANGE SERVICES, Continued

4.3. Emergency Services (911/Enhanced 911)

4.3.1. Emergency Service (911/Enhanced 911) allows Customers to reach appropriate emergency agencies including police, fire and ambulance Services.

4.3.2. Emergency Service (911/E911 Service) is an arrangement of Company Central Office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a Central Office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

4.4. Telecommunications Relay Service

4.4.1. Telecommunications Relay Service enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or similar devices to communicate freely with the hearing population not using TT and visa versa.

A Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available.

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4. LOCAL EXCHANGE SERVICES, Continued

4.5. Business Service Offerings

4 5 1. SBC Phone Solution for Business:<sup>1,4,5</sup> Provides the Customer with a single, voice-grade, DTMF communications Channel. Each local exchange Channel will include a telephone number and the following features:

Auto Redial <sup>2</sup>	Call Waiting/Cancel Call Waiting <sup>2</sup>
Call Blocker <sup>2</sup>	Call Waiting ID <sup>2</sup>
Call Forwarding <sup>2</sup>	Caller ID Name and Number <sup>2</sup>
Call Forward/Busy Line-Don't Answer <sup>2</sup>	Local Usage (Business) <sup>3</sup>
Call Forwarding-Selective <sup>2</sup>	Message Waiting Indicator <sup>2</sup>
Call Return <sup>2</sup>	Priority Call <sup>2</sup>
Call Trace	Three-Way Calling <sup>2</sup>

4.5.2. SBC Multi-Line for Business:<sup>1,2,4,5</sup> Provides the Customer with a single, voice-grade, DTMF communications Channel when purchased in addition to the SBC Phone Solution for Business. Each local exchange Channel will include a telephone number and the following features:

Call Trace	
Caller ID Name and Number <sup>2</sup>	<u>Choice between:</u> <sup>2</sup>
Local Usage (Business) <sup>3</sup>	Series Completion Hunting or
Three-Way Calling <sup>2</sup>	Circular Hunting

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<sup>1</sup> May be ordered in quantities greater than one.

<sup>2</sup> May not be available in all areas.

<sup>3</sup> As described in 4 8 1

<sup>4</sup> May be used as an Access Advantage Plus Line, as described in 4. 5.

<sup>5</sup> The Customer may elect to deactivate any of the features, however, the rate will remain the same

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4. LOCAL EXCHANGE SERVICES, Continued

4.5. Business Service Offerings, Continued

4.5.3. Local Usage (Business): Provides the ability to place and receive locally dialed calls over the public switched network. This capability is an inherent feature of SBC Phone Solution for Business, SBC Multi-Line for Business and Basic Business Line Services. It is provided on an unlimited, flat rate basis.

4.5.4. Access Advantage Plus Trunk: Provides the Customer with local access to the public switched network, with a trunk-side Digital voice-grade connection. The transport facility, from the Customer Premises to the serving Central Office, is provided via Access Advantage Plus Service and provides for inward and/or outward capability. Direct Inward Dialing (DID) functionality is provisioned along with a single telephone number per Trunk group. Section 7, of this Tariff, includes rates and regulations for Access Advantage Plus.

4.5.5. Access Advantage Plus Line: Provides the Customer with local access to the public switched network, with a line-side Digital voice-grade connection. The transport facility, from the Customer Premises to the serving Central Office, is provided via Access Advantage Plus Service. One telephone number is provided. Section 7, of this Tariff, includes rates and regulations for Access Advantage Plus.

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4. LOCAL EXCHANGE SERVICES, Continued

4.5. Business Service Offerings, Continued

4.5.6. Optional Features (Business): The following are available as additional optional features to SBC Phone Solution for Business, SBC Multi-Line for Business and Basic Business Line Services, as indicated, at an additional charge. All features may not be available in all areas.

Anonymous Call Rejection <sup>1,2,4</sup>	Circular Hunting <sup>2,3,4</sup>
Auto Redial <sup>2,4</sup>	Message Waiting Indicator <sup>2,4</sup>
Call Forward/Busy Line- Don't Answer <sup>2,4</sup>	Priority Call <sup>2,4</sup>
Call Forwarding <sup>2,4</sup>	Remote Access to Call Frwdg. <sup>1,2,4</sup>
Call Forwarding-Selective <sup>2,4</sup>	Series Completion Hunting <sup>2,3,4</sup>
Call Forwarding-Simultaneous <sup>1,2,4</sup>	Speed Calling 8 <sup>1,2,4</sup>
Call Waiting ID <sup>2,4</sup>	Toll Restriction <sup>1,2,4</sup>
Call Blocker <sup>2,4</sup>	Call Return <sup>2,4</sup>
Call Waiting <sup>2,4</sup>	Three-way Calling <sup>2,4</sup>
Caller ID Name & Number <sup>2,4</sup>	International Call Blocking <sup>1,2,4</sup>
Call Forwarding-Busy Line <sup>1,2,4</sup>	Call Forwarding-Don't Answer <sup>1,2,4</sup>

4.5.7. Basic Business Line<sup>5</sup>: Provides the Customer with a single, voice-grade, DTMF communications Channel. Each local Channel will include a telephone number and unlimited usage. This line has the capabilities listed in 4.1, preceding. Any of the available optional features offered may be ordered and associated with this line at rates and charges stated in 4.8, following.

Basic Business Line(s) is/are available to Customers purchasing five (5) or more lines at a single location or to Customers who have purchased another Company offered local exchange Service offering at the same location.

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<sup>1</sup> Available as an additional option with SBC Phone Solution for Business

<sup>2</sup> Available as an additional option with SBC Multi-Line for Business

<sup>3</sup> Available as an additional option with SBC Multi-Line for Business when not selected under 4.5.2

<sup>4</sup> Available as an option with Basic Business Line.

<sup>5</sup> May not be available in all areas.

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4. LOCAL EXCHANGE SERVICES, Continued

4.6. Residence Service Offerings

4.6.1. SBC Phone Solution for Residence:<sup>1</sup> Provides the Customer with a single, voice-grade, DTMF communications Channel. Each local exchange Channel will include a telephone number and the following features:

Anonymous Call Rejection <sup>2</sup>	Call Waiting ID <sup>2</sup>
Auto Redial <sup>2</sup>	Call Waiting/Cancel Call Waiting <sup>2</sup>
Call Blocker <sup>2</sup>	Caller ID Name and Number <sup>2</sup>
Call Forwarding – Selective <sup>2</sup>	Local Usage (Residence)
Call Forwarding <sup>2</sup>	Message Waiting Indicator <sup>2</sup>
Call Forwarding/Busy Line-Don't Answer <sup>2</sup>	Priority Call <sup>2</sup>
Call Return <sup>2</sup>	Speed Calling <sup>8</sup>
Call Trace	Three-Way Calling <sup>2</sup>

4.6.2. SBC Multi-Line for Residence:<sup>2</sup> Provides the Customer with a single, voice-grade, DTMF communications Channel when purchased in addition to the SBC Phone Solution for Residence. Each local exchange Channel will include a telephone number and Local Usage (Residence).

4.6.3. Local Usage (Residence): Provides the ability to place and receive locally dialed calls over the public switched network. This capability is an inherent feature of SBC Phone Solution for Residence and SBC Multi-Line for Residence Services. It is provided on an unlimited, flat rate basis.

4.6.4. Optional Features:<sup>2</sup> Available as optional features to SBC Phone Solution for Residence or SBC Multi-Line for Residence Services, as indicated, at an additional charge. All features may not be available in all areas.

Call Forwarding-Simultaneous <sup>3</sup>	Call Forwarding-Busy Line <sup>3,4</sup>
SBC Multi-Line for Residence <sup>3</sup>	Call Forwarding-Don't Answer <sup>3,4</sup>
Remote Access to Call Forwarding <sup>3</sup>	International Call Blocking <sup>3,4</sup>
Toll Restriction <sup>3,4</sup>	

<sup>1</sup> The Customer may elect to deactivate any of the features, however, the rate will remain the same

<sup>2</sup> May not be available in all areas

<sup>3</sup> Available as an additional option with SBC Phone Solution for Residence.

<sup>4</sup> Available as an additional option with SBC Multi-Line for Residence.

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4 LOCAL EXCHANGE SERVICES, Continued

4.7 Features – Description

Anonymous Call Rejection – prevents calls that are blocked (\*67 per call blocking or per line blocked call) from reaching the phone of the user. The phone never rings and the caller hears a message stating that the number dialed will not receive blocked calls.

Auto Redial – calls back the last number called, whether to re-contact a person or because of a busy signal. If the line is busy, Auto Redial will continue to try the number for up to 30 minutes. When the line becomes free, the call will be placed and a special ring will notify the user. Calls can be placed or received while Auto Redial is at work. In addition, more than one number can be re-dialed at a time.

Call Blocker – allows the user to reject calls from up to ten numbers, including the last number called if the user so designates. When a call from the list comes in, the user's phone does not ring while the caller hears a recording indicating the call will not be accepted.

Call Forwarding – directs all incoming calls to any Customer designated phone number

Call Forwarding/Busy Line – Don't Answer (BLDA) – allows incoming calls that encounter a busy condition or are not answered after a customer-designated interval, to be automatically forwarded to another telephone number. The subscriber designates the number(s) when the Service is ordered. The Busy Line and the Don't Answer functionality may be ordered as separate features.

Call Forwarding Selective – forwards up to 10 numbers to the number designated by the user.

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4. LOCAL EXCHANGE SERVICES, Continued

4.7. Features – Description, Continued

Call Forwarding Simultaneous - forwards more than two calls that come in at the same time. With all other Call Forwarding Services, only two calls can come in at the same time without the caller getting a busy signal. A Simultaneous Call Forwarding user can choose from 3-99 calls being forwarded at one time without receiving a busy signal.

Call Return – calls back the last incoming number that called, even if the user does not know the name or number of the caller. If the line is busy, Call Return keeps trying for up to 30 minutes. When the line is free, Call Return gives a signal with a special ring, and then proceeds to place the call. Calls can be placed or received while Call Return is at work. In addition, more than one number can be called back at a time.

Call Trace – initiates a trace on the last call received. The number from which threatening or obscene calls are made will be provided to the local law enforcement authorities should the user wish to file a complaint. Call Trace is available on a pay per use basis.

Call Waiting/Cancel Call Waiting – alerts the user with a special tone when there is an incoming call. The initial call can be placed on hold while the incoming call is answered. Cancel Call Waiting, a free feature of Call Waiting, temporarily turns off Call Waiting by the user pushing \*70 before the call is made.

Call Waiting ID – allows the subscriber to see the name and number of the incoming call when Call Waiting activates. The caller can then answer the call or choose to not answer it. Type 2 or higher CPE is needed for this Service to function properly.

Caller ID Blocking – blocks the Customer's name and number from being transmitted on all outgoing calls from a particular line. Per call blocking is achieved by pressing \*67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name. Caller ID Blocking is provided at no charge.

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4. LOCAL EXCHANGE SERVICES, Continued

4.7. Features – Description, Continued

Caller ID Name and Number – displays and records both the name and number of anyone who calls. Display equipment is required and must be purchased separately

Hunting-Circular – allows a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered the hunting will continue until it reaches the access line that was originally called.

Hunting-Series Completion - hunting for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted.

International Call Blocking - blocks the Customer from being able to place an outgoing call from a particular line to an international number.

Message Waiting Indicator - provides both stutter dial tone and a visual indicator that lets the user know there is a message in the voice mailbox. The visual indicator requires type 2.5 or higher CPE.

SBC Multi-Line for Business – an additional voice grade DTMF communications Channel to SBC Phone Solution for Business. It also provides Caller ID Name and Number, Three-Way Calling, and the Customer's choice of hunting options (circular or series completion) and unlimited local usage.

SBC Multi-Line for Residence – an additional voice grade DTMF communications Channel to SBC Phone Solution for Residence and provides unlimited local usage.

Priority Call - allows the user to program the phone to recognize calls from specific numbers. A special ring is heard when one of those numbers calls.

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4. LOCAL EXCHANGE SERVICES, Continued

4.7. Features – Description, Continued

Remote Access to Call Forwarding (RACF) - allows the user to control and change Call Forwarding from any touch-tone phone.

Speed Calling 8 - allows the user to quickly dial up to 8 local or long distance numbers with the pressing of one button.

Three Way Calling - connects three people in three different places at the same time. In addition, the user can put one person on hold while speaking to the third party.

Toll Restriction - is a Central Office feature that blocks all calls preceded by a 0 or 1 and denies access to Operator Services. However, calls to Inward WATS Services and 1+ calls to the Company business offices, repair Services and 911 are not blocked.

900/976 Blocking -blocks the Customer from being able to place an outgoing call from a particular line to a number with a 900/976 prefix.

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4. LOCAL EXCHANGE SERVICES, Continued

4.8. Rates and Charges

4.8.1 Business Rates

	<u>Monthly Rate</u>	<u>Nonrecurring</u>
A. <u>SBC Phone Solution for Business</u> , per line	\$ 42.00	\$ 50.00
B. <u>SBC Multi-Line for Business</u> <sup>2</sup> per line	36.00	50.00
C. <u>Basic Business Line</u> <sup>1</sup> per line	29.00	50.00
D. <u>Local Usage (Business)</u> , <sup>1</sup> per line/ Channel <sup>2</sup>	0.00	0.00

<sup>1</sup> May not be available in all areas

<sup>2</sup> No Charge (unlimited)

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4. LOCAL EXCHANGE SERVICES, Continued

4.8 Rates and Charges, Continued

4.8.1. Business Rates, Continued

E. Optional Features (Business)<sup>1</sup>: per line/ Channel

	<u>Monthly Rate</u>	<u>Nonrecurring</u>
Anonymous Call Rejection	\$ 3.80	\$ 10.00
Auto Redial	2.60	10.00
Call Blocker	3.80	10.00
Call Forwarding	4.10	10.00
Call Forwarding/Busy Line	0.75	2.50
Call Forwarding/Don't Answer	0.75	2.50
Call Forward/Busy Line-Don't Answer	4.70	10.00
Call Forwarding-Selective	3.00	10.00
Call Forwarding-Simultaneous	4.10	10.00
Call Return	3.00	10.00
Call Trace (per occurrence)	NA	\$2.00
Call Waiting/Cancel Call Waiting	6.40	10.00
Call Waiting ID	7.50	10.00
Caller ID Blocking-Per Line	NC	NC
Caller ID Name & Number	6.80	10.00
Circular Hunting	3.50	8.00
International Call Blocking	0.00	17.00
Message Waiting Indicator	0.00	0.00
Priority Call	3.00	10.00
Remote Access to Call Forwarding	6.60	10.00
Series Completion Hunting	3.50	8.00
Speed Calling 8	2.60	10.00
Three Way Calling	3.40	10.00
Toll Restriction	4.00	10.00
900/976 Blocking	0.00	0.00

<sup>1</sup> May not be available in all areas

<sup>2</sup> This charge applies per occurrence No monthly rate applies.

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4. LOCAL EXCHANGE SERVICES, Continued

4.8. Rates and Charges, Continued

4.8.1 Business Rates,<sup>1</sup>, Continued

F. Access Advantage Plus Line:

	<u>Monthly Rate</u>	<u>Nonrecurring</u>
SBC Phone Solution for Business, per Channel <sup>1</sup>		
Month-to-Month	25.00	0.00
12 Months	24.00	0.00
24 Months	19.00	0.00
36 Months	28.00	0.00

G. Access Advantage Plus Line:

SBC Multi-Line for Business, per Channel <sup>1</sup>		
Month-to-Month	\$ 20.00	\$ 0.00
12 Months	19.00	0.00
24 Months	14.00	0.00
36 Months	13.00	0.00

H. Access Advantage Plus Trunk: per Channel <sup>1</sup>

Month-to-Month	25.00	0.00
12 Months	24.00	0.00
24 Months	19.00	0.00
36 Months	18.00	0.00

I. Direct Inward Dialing (DID) Numbers:<sup>2</sup>

Initial Block of 10 Numbers	1.00	10.00
Additional Block of 10 Numbers	1.00	10.00

<sup>1</sup> Only available when associated with Access Advantage Plus Service and not as a stand-alone feature

<sup>2</sup> Quantities must be ordered in multiples of ten.

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4 LOCAL EXCHANGE SERVICES, Continued

4.8. Rates and Charges, Continued

4.8.2 Residence Rates

	<u>Monthly Rate</u>	<u>Nonrecurring</u>
A. <u>SBC Phone Solution for Residence, per line:</u>		
	\$ 30.00	\$ 45.00
B. <u>SBC Multi-Line for Residence</u> <sup>1</sup> , per line:		
	16.00	45.00
C. <u>Local Usage (Residence), per line/ Channel</u> <sup>3</sup>		
	0.00	0.00
D. <u>Optional Features (Residence)</u> <sup>1</sup> , per line/ Channel:		
Call Forwarding-Simultaneous	4.10	10.00
Call Forwarding/Busy Line	0.75	2.50
Call Forwarding/Don't Answer	0.75	2.50
Remote Access to Call Forwarding	6.60	10.00
Toll Restriction	4.00	10.00
900/976 Blocking	0.00	0.00
Call Trace, (per occurrence) <sup>3</sup>	NA	2.00
Caller ID Blocking-per line	0.00	0.00
International Call Blocking	0.00	17.00

<sup>1</sup> May not be available in all areas

<sup>2</sup> This charge applies per occurrence No monthly rate applies

<sup>3</sup> No Charge (unlimited)

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5. WHITE PAGES DIRECTORY LISTINGS

5.1. General Regulations

5.1.1. Primary Listing

The Company shall provide for a single White Pages Directory Listing, termed the "primary listing," in the local White Pages telephone directory published by the Incumbent Local Exchange Carrier (ILEC) in the Customer's Exchange Area. The primary listing will be the telephone number that is designated as the Customer's main billing number. White Pages Directory Listings of additional Customer telephone numbers associated with the Customer's Service will be provided for a monthly recurring charge per listing.

5.1.2. Length of Directory White Pages Listing

The Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

5.1.3. Right of Refusal

The Company may refuse a White Pages Directory Listing which is known not to constitute a legally authorized or adopted name, where obscenities or offensive material appear in the listing, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

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5. WHITE PAGES DIRECTORY LISTINGS, Continued

5.1. General Regulations, Continued

5.1.4. Sections

Each White Pages Directory Listing must be designated as either "Government", "Business" or "Residence" so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the user of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

5.1.5. Schedule

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

5.1.6. Other Requirements

The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory.

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5. WHITE PAGES DIRECTORY LISTINGS, Continued

5.2. Descriptions

White Pages Directory Listings are provided in connection with each Customer Service as specified herein.

5.2.1. Primary Listing

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with local exchange Service at no additional charge.

5.2.2. Additional Listings

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's Service, as defined herein. Rates for additional listings are specified in this Tariff.

5.2.3. Non-published Listings

Listings that are not printed in the White Pages Directory are referred to as Non-published Listings. These types of listings are not available from Directory Assistance and are omitted or deleted from Directory Assistance records. Non-published Listing Service will be furnished, at the Customer's request, subject to the provisions of and charges in this Tariff.

5.2.4. Non-listed Service

Non-listed Service will be furnished at the Customer's request, providing for the omission of the Customer's listing from the White Pages Directory. Such listings will be maintained in the Directory Assistance database and other records and will be provided upon request to callers of Directory Assistance. Charges for Non-listed Service are specified in this Tariff.

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5. WHITE PAGES DIRECTORY LISTINGS, Continued

5.2 Descriptions

5.2.5. Dual Name Listings

In the case of a residence, where two persons sharing the same surname and residing at the same address, or for a person known by two first names may be listed in the directory with a surname, two first names, address and telephone number. In the case of a business enterprise, the name of the business or of a member, officer, employee, or representative thereof, or the name of another business that the Customer owns, controls, or represents may be listed along with the address and telephone number.

5.2.6. Rates

	<u>Monthly Rate</u>	<u>Nonrecurring</u>
A. <u>Business, per line</u>		
Primary Listing	NC	NC
Additional Listing	\$1.50	NC
Non-Published Listing	NC	NC
Non-Listed Name	NC	NC
Dual Name Listing	NC	NC
B. <u>Residence, per line</u>		
Primary Listing	NC	NC
Additional Listing	1.50	NC
Non-Published Listing	1.50	NC
Non-Listed Name	NC	NC
Dual Name Listing	NC	NC

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6. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

6.1. Operator Services

6.1.1. There are three types of Operator handled Services:

Non-Automated: Non-automated Service is where the person originating the call calls the Company operator who dials the number and collects billing information for the call. Operator handled charges apply.

Semi-Automated: Semi-automated Service is where the person originating the call dials zero plus the desired telephone number and the operator assists in completion of the call. Surcharges apply.

Fully Automated: Fully automated Service is where the call is completed without the assistance of an operator. Surcharges apply to fully automated alternately billed calls. Fully automated alternate billing includes calling card, collect, and Third Number Billing.

6.1.2. Operator Assisted Calls

A. Person to Person

The Service where the person originating the call specifies to the Company operator a particular person, Service point, department or office to be reached:

1. When the connection is established, the person originating the call requests or agrees to talk to any person other than the person or point specified, the classification of the calls remains Person-to-Person; and
2. The Company does not utilize a messenger to bring to a Service point, a called person who cannot be reached at the Service point.

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6. OPERATOR SERVICES AND DIRECTORY ASSISTANCE, Continued

6.1. Operator Services, Continued

6.1.2. Operator Assisted Calls, Continued

A. Person to Person, Continued

3. There are two levels of Person-to-Person Service. They are:

- a. Operator-handled: Operator-handled Service is where the person originating the call requests the operator to dial the number. The operator collects the necessary information to process the call.
- b. Operator-assisted: Operator-assisted Service is where the person originating the call dials zero and the telephone number.

B Station-to-Station:

Station-to-station calls are those calls where the person originating the call to a telephone company operator or dials to a particular telephone number to be reached does not specify any particular person, station point or department. Station-to-Station Services offered are as follows:

1. Dial Station-to-Station is where the person originating the call dials the telephone number desired and the call is completed without the assistance of a Company operator. The call is billed to the originating number. When an operator places a call for the calling party who has attempted to complete the call but has been unable to do so due to network technical difficulties, the dial rate applies.
2. There are three types of Station-to-Station Operator Assistance Services: Non-Automated; Semi-Automated; and Fully Automated.

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6. OPERATOR SERVICES AND DIRECTORY ASSISTANCE, Continued

6.2. Operator Assisted Surcharges

The following Services incur surcharges applied on a per call basis:

6.2.1. Calling Card

The Service where a caller requests the call to be charged to an authorized telecommunications calling card. An authorized card is one where the Company can perform billing validation. The Called party can option to have the operator charge the call to the Called parties calling card or third number. Calling Card Services can be non-automated, semi-automated or fully automated. A Calling Card call is either Person-to Person or Station-to-Station.

6.2.2. Third Number Billing

The Service where a caller requests the billing to a telephone number other than the calling and called telephone number. The call is completed with the assistance of an operator. The Called party can choose to have the operator charge the call to the Called parties calling card or third number. The Company may refuse Customer Third Number Billing capability if the Company determines the Customer's Billing Telephone Number has Call Forwarding activated. Third Number Billing is either Person-to-Person or Station-to-Station.

6.2.3. Collect Calling

The Service where a caller request the charge be reversed to the called number provided the charge is accepted. The Called party can option to have the operator charge the call to the Called parties calling card or third number. The Company may refuse the Customer Collect Call capability if the Company determines the Customer's Billing Telephone Number has Call Forwarding activated. A Collect Call is either Person-to-Person or Station-to-Station.

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6. OPERATOR SERVICES AND DIRECTORY ASSISTANCE, Continued

6.2. Operator Assisted Surcharges, Continued

6.2.4 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service which is furnished where and to the extent that facilities permit, provides the Customer with the following options

A. Busy Line Verification

Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

B. Busy Line Verification with Interrupt

The operator will verify the called line to determine if busy and then interrupt the call on the called line only if calling party requests interruption.

6.3 Directory Assistance

SBCT furnishes Directory Assistance Service whereby Customers may request assistance in determining local listing information.

6.3.1 Call Allowances

Customers are allowed one (1) local Directory Assistance call per line per month without a charge. The same allowances and limitations apply to each line, regardless of the number of lines per Customer. Subsequent Directory Assistance calls incur a charge.

Call allowances are not transferable between lines or between separately billed accounts of the same Customer s.

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6. OPERATOR SERVICES AND DIRECTORY ASSISTANCE, Continued

6.3 Directory Assistance, Continued

6.3.2. Listings Per Call

The Customer will be able to request a maximum of two (2) telephone numbers per each call to Directory Assistance.

- A. No credit will be given for any unused portion of the Customer's allowance. No credit will be given for requested telephone numbers that are non-published or non-listed. No credit will be given for requested telephone numbers that are not found in the directory.
- B. Customers whose physical or visual handicaps prevent them from using the telephone directory are excluded from charges upon presentation of a certificate signed by any physician or issued by any agency recognized by the state as having the authority to certify such handicaps.

6 3.3. Operator Assisted Directory Assistance Call

- A. Where the Customer places a call to the Directory Assistance attendant via an operator and where the Customer experiences technical difficulties, the call placed shall be considered as Customer dialed.

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6. OPERATOR SERVICES AND DIRECTORY ASSISTANCE, Continued

6.3 Directory Assistance, Continued

6 3 4 Directory Assistance Call Completion

A. Directory Assistance Call Completion (DACC) is a Service that provides the Customer with completion of local calls when the Customer requests a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

B. Exceptions

1. Where facilities permit, DACC will be offered to all classes of Service with the following exception:

- a. DACC is not available from Customer Owned Pay Telephone Service.
- b. DACC is not offered with requests for Non Local Service requests for Directory Assistance.
- c. DACC is not available on a restricted line (e.g. coin hotel, inmate, and certain types of PBX).

6.4. National Listing Service

This Service provides the Customers access to Directory Assistance listing information outside the Local Calling Area anywhere in the United States.

Call allowances apply to only Local listings and are not applicable to National Listings.

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6. OPERATOR SERVICES AND DIRECTORY ASSISTANCE, Continued

6.5. Rates and Charges

6.5.1. Directory Assistance Charges

<u>Call type</u>	<u>Rate per call</u>
Local DA with Call Completion	\$0.90
National Listing Service DA	0.90

6.5.2. Operator Assisted Charges (Semi-Automated or Fully Automated)

<u>Call Type</u>	<u>Per Call Rate</u>
Third Number	\$ 4.00
Calling Card	1.50
Collect Calls	4.00

6.5.3. Operator Assisted Charges (Non-automated)

<u>Call Type</u>	<u>Per Call Rate</u>
Third Number	\$ 5.00
Calling Card	5.00
Collect Calls	5.00
Person-to-Person	8.95
Busy Line Verification	13.00
Busy Line Verification with Busy Line Interrupt	13.00

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7. INTEGRATED SERVICES

7.1. ISDN Primary Rate Interface (PRI)

7.1.1. Description

ISDN Primary Rate Interface provides communication Services using Integrated Service Digital Network (ISDN) Primary Rate Interface (PRI) technology. This Service employs a 1.544 Megabits per second (Mbps) facility typically divided into twenty-three B Channels and one D Channel. The B Channels are used for Circuit-switched voice and data communications connecting to the public switched telephone network (PSTN) while the D Channel provides out-of-band signaling.

ISDN Primary Rate Interface and its associated features are only provided where facilities, equipment and technical capabilities exist and does not create an obligation for the Company to construct such facilities and equipment especially for the provision of this Service.

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7. INTEGRATED SERVICES, Continued

7.1. ISDN Primary Rate Interface (PRI), Continued

7.1.2. Service Components

Primary Rate Interface – Provides a Digital multichannel transmission path between the Customer's PRI serving Central Office and the Customer's demarcation point. The Interface includes the PRI Port and the facility between the Customer's Premises and the PRI serving office.

Primary Rate Port – A PRI connection that does not include the facility between the Customer's Premises and the PRI serving office. The connection is made using a transport facility purchased separately and must be at a minimum DS1 level.

B Channel – Provides one voice or data Channel on the Primary Rate Interface or Primary Rate Port to the PSTN.

D Channel – Provides one Channel for the out-of-band signaling required. A single D Channel may control more than one Primary Rate Interface or Port

7.1.3. Optional Features

Backup D Channel – In arrangements of two or more Primary Rate Interfaces or Ports, it provides enhanced continuity of Service by allowing a D Channel on one Primary Rate Interface or Port to automatically take over for a failed D Channel on another Primary Rate Interface or Port. A single Backup D Channel may support a maximum of five interfaces or ports.

Calling Number and Name Delivery – Provides the Customer who is receiving a call with the telephone number and the name of the calling party.

Circular Hunt – A switch feature that dynamically points each new call attempt to the next idle B Channel following the last Channel either to have accepted a call or the last Channel to have attempted to place a call.

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7. INTEGRATED SERVICES, Continued

7.1. ISDN Primary Rate Interface (PRI), Continued

7.1.3. Optional Features, Continued

Direct Inward Dialing (DID) Numbers – Provides telephone numbers for direct inward dialing. Numbers are available in blocks of ten or one hundred, or as a single number. The assignment and sequence of the numbers may be requested by the Customer in cases where the Company has the number or series of numbers available for use.

Dynamic Channel Allocation – Allows a Customer to designate the quantity of B Channels for call types to be allocated within previously provisioned criteria for either DID or Direct Outward Dialing (DOD) capability.

Enhanced Alternate Route – Allows incoming voice calls to overflow on an emergency and busy basis to a line or Trunk side connection designated by the Customer. A route may be limited in the number of simultaneous calls that can be routed.

Inform 911 – Allows the calling party number of the station to be sent to the E911 database rather than the billed telephone number. It is the Customer's responsibility to provide station number updates to the 911 database.

Measured/Message Rate Usage – Provides for local calling within the Customer's Local Calling Area with usage sensitive charges applied, where available.

Inbound Only – Provides for an inbound calling option on the Primary Rate Interface or Primary Rate Port. No outgoing capability exists when this feature is selected. A minimum of one D Channel is required. It is provisioned using the following:

Inbound Interface – Provides a PRI termination and a Digital multichannel transmission path between the Central Office and the Customer's Premises and is configured with one D Channel or a Backup D Channel and 23 B Channels or 24 B Channels.

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7. INTEGRATED SERVICES, Continued

7.1 ISDN Primary Rate Interface (PRI), Continued

7.1.3. Optional Features, Continued

Inbound Port - Provides a PRI connection that does not include the facility between the Customer's Premises and the PRI serving office and is configured with one D Channel or Backup D Channel and 23 B Channels or 24 B Channels. The connection is made using a transport facility purchased separately and must be at a minimum DS1 level.

Redirected Number – Provides the redirected number (i.e., the directory number to which the call was last presented) to the CPE, as well as the calling number in cases such as call forwarding. If during the call establishment phase, the call is redirected to another directory number by call forwarding, both the calling party number and the redirected number are delivered to the called party. If a call is redirected multiple times, only the first and last redirecting numbers are delivered.

Two B-Channel Transfer – Allows for the connection of two calls, the transfer of the calls together and the subsequent release of the parties from the Primary Rate Interface or Port.

Unlimited Local Usage – An optional usage plan which provides for unlimited, flat rate local calling within the Customer's Local Calling Area with no usage sensitive charges applied. Customers who choose the Unlimited Local Usage option will pay a flat monthly rate in lieu of usage sensitive charges.

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7. INTEGRATED SERVICES, Continued

7.1. ISDN Primary Rate Interface (PRI), Continued

7.1.4. Application of Rates and Charges

A. Term Pricing Plans

Term Pricing Plans (TPP) are available to the Customer in addition to the Month-to-Month option. The Customer must select either a Month-to-Month, 12 Month, 24 Month, 36 Month, 48 Month or 60 Month term

B. Modifying Term Pricing Plans

A TPP may be modified when additional PRI Circuits are purchased. The Customer may include any additional Circuits in an existing TPP if the Customer renegotiates their term for a period of time equal to or greater than the time remaining on the existing TPP.

A TPP may be also be converted to a longer TPP, without incurring a Termination Charge, if there is at least one month remaining on an existing TPP.

C. Expiration of Term Pricing Plan

Within one month prior to the expiration of a TPP, the Customer must select one of the following options:

1. Renew the Service for an additional term at the TPPs available; or
2. Disconnect Service at the end of the billing period.

If 1 or 2 above is not selected, the Customer will continue Service on a monthly basis at the Month-to-Month rates in effect at the time the TPP expires.

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7. INTEGRATED SERVICES, Continued

7.1. ISDN Primary Rate Interface (PRI), Continued

7 1.4 Application of Rates and Charges, Continued

D. Deferred Payment of Nonrecurring Charges

Before Service is established, the Customer may request to spread the nonrecurring charges for ISDN Primary Rate Interface over a period of time which coincides with the selected TPP. The Customer cannot change the term of this deferred payment arrangement once it is selected. The applicable monthly rate will equal the total nonrecurring charges multiplied by the appropriate annuity factor shown below.

	<u>Payment Terms (In Months)</u>				
	<u>12</u>	<u>24</u>	<u>36</u>	<u>48</u>	<u>60</u>
Annuity Factor	.0875	.0457	.0318	.0249	.0208

Upon thirty days prior notification to the Company, the Customer may terminate the deferred payment term by paying the remaining principal in full. No credit will be made for interest already accrued. If Service is discontinued, the Customer will be charged the remaining principal balance of the nonrecurring charges plus the applicable termination charges.

E. Moves and Changes

There are two types of modifications available for PRI Circuits:

1. A move of the point of termination of an existing PRI Circuit(s) to a new location within the Customer's same Premises.
2. Any subsequent change or rearrangement of Services requested by the Customer on an existing PRI Circuit(s).

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7. INTEGRATED SERVICES, Continued

7.1. ISDN Primary Rate Interface (PRI), Continued

7.1.4 Application of Rates and Charges, Continued

F. Termination Liability

In the event that a(n) (1) Primary Rate Interface or Port, or (2) Inbound Interface or Port, is disconnected after Service has been established, but prior to expiration of the Service term, the Customer will be required to pay a Termination Charge. This charge is calculated as follows:

the number of net disconnected interfaces or ports; multiplied by

the total monthly rate for the net disconnected PRI interfaces or ports; multiplied by

the number of months remaining on the Customer's Service term, multiplied by

fifty percent (50%)

A Termination Charge will not apply when the Customer moves the point of termination: (1) within the same Customer Premises, or (2) to a new location, provided the existing TPP is continued or extended.

G. Cancellation Charge

When a Customer cancels an order, a Cancellation Charge will apply as specified in Section 2.9 of this tariff. A Cancellation Charge will not apply when a Customer cancels an order for the disconnection of existing ISDN Primary Rate Interface.

If the Company or the Customer misses a Service installation date by more than thirty (30) days due to a Force Majeure condition, the Customer may cancel an order without incurring a Cancellation Charge.

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7. INTEGRATED SERVICES, Continued

7.1. ISDN Primary Rate Interface (PRI), Continued

7.1.4. Application of Rates and Charges, Continued

H. Local Usage Option

1. Customers may select the Unlimited Local Usage option in lieu of paying Measured/Message Rate Usage charges, if available. In areas where there is no Measured/Message Rate Usage offered by the Company, Unlimited Local Usage will be provided.
2. Customers may convert existing ISDN Primary Rate Interface(s) from Measured/Message Rate Usage to the Unlimited Local Usage option, however, the current ISDN Primary Rate Interface TPP Contract will be terminated. Termination Charges are not applicable when the Customer converts to a new TPP term having an expiration date which is beyond that of the original. Otherwise, Termination Charges will apply.
3. Customers may convert existing ISDN Primary Rate Interface from the Unlimited Local Usage option to Measured Rate Usage, if available. Customers doing so may elect to retain their original TPP, or sign a new TPP Contract. Customers retaining their original TPP will pay Termination Charges on the Unlimited Local Usage option only. Termination Charges are not applicable when the Customer converts to a new TPP term having an expiration date which is beyond that of the original. Otherwise, Termination Charges will apply.
4. The entire ISDN Primary Rate Interface Service for the same Customer of record at the same Premises must be uniformly on the same usage rate basis. Combinations of usage rate methods are not permitted.

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7. INTEGRATED SERVICES, Continued

7.1. ISDN Primary Rate Interface (PRI), Continued

7.1.5. Rates and Charges

A. Primary Rate Interface, each

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Month-to-Month	\$ 650.00	\$ 850.00
12 Months	550.00	700.00
24 Months	520.00	500.00
36 Months	490.00	0.00
48 Months	460.00	0.00
60 Months	430.00	0.00

B. Primary Rate Port, each

Month-to-Month	530.00	850.00
12 Months	430.00	700.00
24 Months	400.00	500.00
36 Months	370.00	0.00
48 Months	340.00	0.00
60 Months	310.00	0.00

C. Move and Change Charges

Move of Point of Termination (within same Premises)	NA	75.00
Rearrangements:		
Initial Interface or Port	NA	75.00
Additional Interface or Port	NA	40.00

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7. INTEGRATED SERVICES, Continued

7.1. ISDN Primary Rate Interface (PRI), Continued

7.1.5 Rates and Charges

D. Primary Rate Interface, Optional Features

Each rate and charge specified below applies per each Primary Rate Interface or Port, except as otherwise noted.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Backup D-Channel, each channel	\$0.00	\$ 200.00
Calling Number and Name Delivery, each	25.00	0.00
Circular Hunt, each	0.00	50.00
E. <u>Direct Inward Dialing (DID) Numbers</u>		
Single Number	1.00	10.50
Initial Block of 10 Numbers	4.00	110.00
Additional Block of 10 Numbers	4.00	18.00
Initial Block of 100 Numbers	25.00	140.00
Additional Block of 100 Numbers	25.00	50.00
F. <u>Dynamic Channel Allocation</u> , each	50.00	0.00
G. <u>Enhanced Alternate Route</u> , per route	75.00	200.00
H. <u>Inform 911</u> , each	125.00	200.00
I. <u>Measured/Metered Rate Usage</u>	NA	NA
J. <u>Redirected Number</u> , each	\$ 60.00	\$ 150.00
K. <u>Two B-Channel Transfer</u> , each	60.00	150.00

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7. INTEGRATED SERVICES, Continued

7.1. ISDN Primary Rate Interface (PRI), Continued

7.1.5 Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
L. <u>Unlimited Local Usage, each</u>		
Month-to-Month	\$ 300.00	\$ 0.00
12 Months	300.00	0 00
24 Months	280.00	0.00
36 Months	260.00	0.00
48 Months	240.00	0.00
60 Months	220.00	0.00
M. <u>Inbound Interface, each</u>		
Month-to-Month	680.00	850 00
12 Months	580.00	700 00
24 Months	550.00	500.00
36 Months	520.00	0.00
48 Months	490.00	0.00
60 Months	460.00	0.00
N. <u>Inbound Port, each</u>		
Month-to-Month	560.00	850.00
12 Months	460.00	700.00
24 Months	430.00	500.00
36 Months	400.00	0.00
48 Months	370.00	0.00
60 Months	340.00	0.00

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8. [RESERVED FOR FUTURE USE]

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9. [RESERVED FOR FUTURE USE]

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10. [RESERVED FOR FUTURE USE]

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11. PACKET DATA SERVICES

11.1. General Terms

11.1.1. Standard SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA)

The Standard SBC PremierSERV<sup>SM</sup> ATM/Frame Relay SLA applies to Customers who purchase SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) offered in Section 11.5 or SBC PremierSERV<sup>SM</sup> Frame Relay Service offered in Section 11.6 of this tariff. When the Customer purchases SBC PremierSERV<sup>SM</sup> ATM or Frame Relay Service, Customer accepts the Standard SBC PremierSERV<sup>SM</sup> ATM/Frame Relay SLA for those new SBC PremierSERV<sup>SM</sup> ATM or Frame Relay Service elements and any existing ATM or Frame Relay Service elements provided on the same network as those new SBC PremierSERV<sup>SM</sup> ATM or Frame Relay Service elements. The Standard SBC PremierSERV<sup>SM</sup> ATM/Frame Relay SLA is available at no additional cost to the Customer. The total amount of the Service credit the Customer receives for any Port or PVC/ VPC/VCC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCC. The Standard SBC PremierSERV<sup>SM</sup> ATM/Frame Relay SLA will apply until Service is disconnected

A. Frame/Cell Delivery Ratio

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

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11. PACKET DATA SERVICES

11.1. General Terms

11.1.1. Standard SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA), Continued

A. Frame/Cell Delivery Ratio, Continued

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

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

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

- Force Majeure;
- Data lost during the Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for SBC PremierSERV<sup>SM</sup> Frame Relay or Sustained Information Rate (SIR) for SBC PremierSERV<sup>SM</sup> ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by the Customer;

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11. PACKET DATA SERVICES, Continued

11.1. General Terms, Continued

11.1.1. Standard SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA), Continued

A. Frame/Cell Delivery Ratio, Continued

1., Continued

- SBC PremierSERV<sup>SM</sup> UBR VPC/VCCs;
- SBC PremierSERV<sup>SM</sup> ATM Host-Link;
- Access failures;
- PVC/VPC/VCCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where the cell loss priority equals one (1).

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

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

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

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11. PACKET DATA SERVICES, Continued

11.1. General Terms, Continued

11.1 2 Time to Repair

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

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

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

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

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11. PACKET DATA SERVICES, Continued

11.1. General Terms, Continued

11.1.2. Time to Repair, Continued

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

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

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

11.1.3. Time to Provision

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

- A. The following shall be excluded from any determination of Time to Provision:
- Force Majeure;
  - Inability by the Company to test because of no-access by the Customer,
  - Customer testing when Customer Equipment is not installed and the Customer overall tests are not completed at due date;
  - Due dates missed or rescheduled at the Customer's request;
  - Inability by the Company to test or complete the order because of failures or not-ready conditions due to facilities or equipment provided by another party or the Customer.

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11. PACKET DATA SERVICES, Continued

11.1. General Terms, Continued

11.1.3 Time to Provision

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

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

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

11.1.4. Latency

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

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

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

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11. PACKET DATA SERVICES, Continued

11 1 General Terms, Continued

11 1 4 Latency, Continued

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

The following shall be excluded from any determination of Latency

- Force Majeure;
  - Data exceeding the subscribed Committed Information Rate (CIR) for SBC PremierSERV<sup>SM</sup> Frame Relay or Sustained Information Rate (SIR) for SBC PremierSERV<sup>SM</sup> ATM;
  - Failures due to facilities or equipment provided by another party or the Customer;
  - Failures due to unauthorized use of Service or inaccurate network specifications requested by the Customer;
  - Failures due to negligence or willful misconduct by the Customer,
  - SBC PremierSERV<sup>SM</sup> UBR VPC/VCCs;
  - SBC PremierSERV<sup>SM</sup> ATM Host-Link;
  - Access failures;
  - PVCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where the cell loss priority equals one (1).
- B. The Customer is responsible for notifying the Company when their average Customer-specific Frame/Cell delay falls below the committed level. The Customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the excessive delay occurred.

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

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

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11. PACKET DATA SERVICES, Continued

11.1. General Terms, Continued

11.1.5. Network Availability

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

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

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

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

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

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11. PACKET DATA SERVICES, Continued

11.1. General Terms, Continued

11.1.5. Network Availability, Continued

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

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

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

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA)

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

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

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

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA),  
Continued

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

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

11.2.1. Frame/Cell Delivery Ratio

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

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA),  
Continued

11.2.1. Frame/Cell Delivery Ratio, Continued

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

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

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

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

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA),  
Continued

11 2.1 Frame/Cell Delivery Ratio, Continued

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

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

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

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA),  
Continued

11.2.2. Time to Repair

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

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

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

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

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA),  
Continued

11.2.2 Time to Repair, Continued

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

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

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

11 2 3. Time to Provision

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

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA),  
Continued

11.2.3. Time to Provision

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

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

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

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

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

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA),  
Continued

11.2.4. Latency

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

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

The Company guarantees their Frame Relay Service Level Latency Agreements (SLAs) based on a reference packet size. The recommended Frame Relay octet (byte) count is 128 octets per frame. The setting is controlled by the Customer Premises Equipment (CPE).

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA),  
Continued

11.2.4. Latency, Continued

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

The following shall be excluded from any determination of Latency:

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

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

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

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA),  
Continued

11.2.4. Latency, Continued

B., Continued

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

11.2.5. Network Availability

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

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

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

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA),  
Continued

11 2 5 Network Availability, Continued

A., Continued

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

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

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

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

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

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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates

11.3.1. Rates

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

11.3.2. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing Service).

A. Installation of Service

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

B. Installation of Optional Features and Functions

Nonrecurring charges apply for the installation of optional features and functions. The charge applies whether the feature or function is installed with the initial establishment of Service or any time thereafter. The applicable charges are specified within each Service rate section.

C. Service Order Charges

A Nonrecurring charge applies for receiving, recording and processing information in connection with a Customer request for SBC PremierSERV<sup>SM</sup> Frame Relay or ATM Service. One Service Order Charge is applicable per Customer request, per due date, per account. When multiple Service orders are required for Company reasons, only one Service Order Charge applies. The Service Order Charge is specified within each applicable Service rate section.

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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates, Continued

11.3.2. Nonrecurring Charges, Continued

D. Record Order Charges

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

Record Order Charge:           \$14.00

E. Service Order Change Charges

For SBC PremierSERV<sup>SM</sup> ATM Service and SBC PremierSERV<sup>SM</sup> Frame Relay Service, a Service Order Change Charge may apply when the Customer requests an addition to, change to, or rearrangement of Service before installation is complete, and the request requires engineering redesign. The Customer will be notified as to whether or not the Service Order Change Charge applies.

Service Order Change:       \$50.00

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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates, Continued

11 3.2 Nonrecurring Charges, Continued

F. Expedite Order Charges

For SBC PremierSERV<sup>SM</sup> ATM Service and SBC PremierSERV<sup>SM</sup> Frame Relay Service, if the Customer desires that Service be provided on a due date earlier than the due date on the Firm Order Confirmation (FOC), the Customer may request the Service be provided on an expedited basis.

Additional costs may be required to meet the requested Service date. If so, the Customer will be notified by the Company and will be provided an estimate of the additional charges involved.

If the Company determines that the Service can be provided on an expedited basis and the Customer accepts the new expedited date and additional costs, if applicable, an Expedite Order Charge will apply.

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

Expedite Order Charge:       \$500.00

11.3.3. Monthly Recurring Charges

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

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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates, Continued

11.3.4. Minimum Period

The minimum periods for which Services are provided and for which rates and charges apply are as follows:

- A. Services are provided for a minimum of one (1) month, unless otherwise specified.
- B. The minimum period for the SBC PremierSERV<sup>SM</sup> ATM Service is twelve (12) months, unless Service is ordered under a Term Pricing Plan (TPP). The minimum period under a TPP is the initial term period (i.e., 12, 24, 36 or 60 months, as applicable). The minimum period for Services out of term is one month.
- C. The minimum period for the SBC PremierSERV<sup>SM</sup> Frame Relay Service is twelve (12) months, unless Service is ordered under a Term Pricing Plan (TPP). The minimum period under a TPP is the initial term period (i.e., 12, 24, 36 or 60 months, as applicable). The minimum period for Services out of term is one month.
- D. When Service is discontinued prior to the expiration of the minimum period, charges are applicable whether the Service is used or not, as follows:
  - 1. When a Service with a one (1) month minimum period is discontinued prior to the expiration of the minimum period, a one (1) month charge will apply at the rate in effect at the time Service is discontinued.
  - 2. When a Service with a minimum period greater than one (1) month is discontinued prior to the expiration of the minimum period, the applicable charge will be 50% of the total monthly charges at the rate in effect at the time Service is discontinued, for the remainder of the minimum period.

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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates, Continued

11.3.5. Term Pricing Plans (TPP)

- A. For SBC PremierSERV<sup>SM</sup> ATM Service and SBC PremierSERV<sup>SM</sup> Frame Relay Service, Term Pricing Plans (TPP) provide the Customer with stabilized rates for the duration of the agreed upon term. Except as otherwise provided herein, TPP monthly rates will be exempt from Company-initiated rate increases throughout the selected TPP Service period.
- B. The Customer may request an existing TPP Service period be converted to a new TPP Service period without incurring termination or nonrecurring charges provided the new Service period is equal to or greater than the remaining portion of the original TPP Service period.
- C. If the Customer requests that Service provided under a TPP be converted to a term shorter than the remaining portion of the existing TPP, the request will be treated as a Termination of Service and termination charges will apply.
- D. The Customer must provide the Company written notice of intent to renew TPP no later than sixty (60) calendar days prior to its expiration. Nonrecurring charges do not apply if TPP is renewed. The renewal rates will be the applicable rates in effect at the time the TPP expires. If the Customer does not renew a TPP or does not notify the Company of its intent to renew, the Customer's Service will convert to the then current Out of Term rates until the Customer cancels or renews the Service with a new TPP term.
- E. Termination Charges

Except as noted in 11.3.5.B. preceding, Customers who terminate a TPP prior to the expiration of the term period will incur termination charges equal to 50% of the total monthly Recurring Charges for the remainder of Customer's TPP term.

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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates, Continued

11.3.6. Moves

This Section applies to SBC PremierSERV<sup>SM</sup> ATM Service and SBC PremierSERV<sup>SM</sup> Frame Relay Service only.

A. Moves Within the Same Building

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

B. Moves To a Different Building

Moves to a different building will incur a charge equal to the nonrecurring charges of the shortest term available and all associated special construction and material charges for the Service. There will be no change in TPP term requirements, except as noted in 11.3.6C. below.

C. When Termination Charges Apply

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

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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates, Continued

11.3.6. Moves, Continued

C. When Termination Charges Apply, Continued

1. Moves at Same Transmission Speed

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

- a. The new Service is provided solely by the Company;
- b. The Customer's request to disconnect Service and request for new Service are received at the same time;
- c. The due date of the new connect order must be within one hundred twenty (120) days after the due date of the disconnect order;
- d. The new Service has a transmission speed equal to the transmission speed of the existing Service;
- e. For Permanent Virtual Circuits (PVCs), the move must be associated with the move of one or more associated ports;
- f. The new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established at the former location; and
- g. The total TPP revenue for the new Service is equal to or greater than the remaining TPP revenue of the original Service.

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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates, Continued

11.3.6. Moves, Continued

C. When Termination Charges Apply, Continued

2. Moves Involving Upgrades in Transmission Speed

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

- a. The new Service is provided solely by the Company;
- b. The Customer's request to disconnect Service and request for new Service are received at the same time;
- c. The due date of the new connect order must be within one hundred twenty (120) days after the due date of the disconnect order;
- d. The new Service has a transmission speed greater than the transmission speed of the existing Service;
- e. For PVCs, the move must be associated with the move of one or more associated ports;
- f. The new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established at the former location; and
- g. The total TPP revenue for the new Service is equal to or greater than the remaining TPP revenue of the original Service.

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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates, Continued

11.3.7 Upgrades Not Involving Moves

This Section applies to SBC PremierSERV<sup>SM</sup> ATM Service and SBC PremierSERV<sup>SM</sup> Frame Relay Service only.

The Customer may upgrade Service to a higher transmission speed or to another Company Service of equal or greater transmission speed without incurring termination charges if all of the following conditions are met:

- A. The new Service is provided solely by the Company;
- B. The new Service is provided to the same Customer location;
- C. For PVCs, the new Service must be provided between the same two locations;
- D. The Customer's requests to disconnect Service and request for new Service are received at the same time;
- E. For Service upgraded to a higher transmission speed, the new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established with the original Service. (In instances where the SBC PremierSERV<sup>SM</sup> Frame Relay Service or ATM Service Customer upgrades to a higher transmission speed that does not require a physical change in the Port or Access no new TPP term is required); and
- F. The total TPP revenue for the new Service is equal to or greater than the remaining TPP revenue of the original Service.

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

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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates, Continued

11.3.8. Service Order Cancellation Charge

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

11.4. Discount Pricing Plans

11.4.1. TPP Volume Discount Plan (TVP)

- A. TPP Volume Discount Plan (TVP) is a discount pricing plan available to SBC PremierSERV<sup>SM</sup> Frame Relay Service and SBC PremierSERV<sup>SM</sup> ATM Service arrangements. TVP applies as follows:
1. The Customer is required to submit a Confirmation of Service Order to the Company specifying it wishes to participate in TVP and identify the desired Volume Commitment Level;
  2. New Frame Relay or ATM Services ordered under a two (2), three (3) or five (5) year TPP will qualify for the TVP discounts;
  3. Existing Frame Relay or ATM Services that are converted to new two (2), three (3) or five (5) year TPPs greater than or equal in length to the remaining portion of their current period qualify for TVP;
  4. TVP discounts apply to monthly Recurring Charges for Frame Relay or ATM Ports, PVCs or Port and Access combinations. TVP discounts will be in addition to any discounts received under Term Pricing Plans. PVCs will receive TVP discounts but will not contribute to the Volume Commitment Levels described below.

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11. PACKET DATA SERVICES, Continued

11.4 Discount Pricing Plans, Continued

11.4 1. TPP Volume Discount Plan (TVP), Continued

C. TVP Discounts, Continued

<u>Number of ATM Service Arrangements</u>	<u>24, 36 or 60 Month TPP</u>
(This category applies to ATM Service arrangements only)	

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

D. Annual Review

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

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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service

11.5.1. Service Description

- A. SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service is a fast packet, cell-based technology that can support data and video applications requiring high bandwidth, high performance transport and switching. ATM Service will allow Customers who have requirements for high-speed connectivity to interconnect their multiple locations. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.
- B. The Service Level Agreements (SLA) for PremierSERV<sup>SM</sup> ATM Service can be found in Section 11.1.1, preceding.

11.5.2. Service Components and Availability

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections, term plan and features selected. SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service and its associated features are available in selected areas where suitable facilities, equipment and technical capabilities exist and does not create an obligation for the Company to construct such facilities and equipment for the provision of this Service.

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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.2. Service Components and Availability, Continued

A. User Network Interface (UNI) Port and Access

1. UNI Port and Access connects the Customer to the Company's PremierSERV<sup>SM</sup> ATM network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3c speeds. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.
2. UNI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.
3. In addition, Customers purchasing UNI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the Customer Premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates

B. User Network Interface (UNI) Port Only

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

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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.2. Service Components and Availability, Continued

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

1. B-ICI Port and Access connects the Customer to the Company's PremierSERV<sup>SM</sup> ATM network, based upon the standards defined B-ICI signaling protocol. B-ICI Port and Access allows Customer networks to interconnect to the Company's PremierSERV<sup>SM</sup> ATM network. B-ICI Port and Access is available at DS1, DS3, OC-3c and OC-12c speeds. Each B-ICI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.
2. B-ICI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.
3. In addition, Customers purchasing B-ICI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the Customer Premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

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

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

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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.2. Service Components and Availability, Continued

E. Permanent Virtual Circuits (PVCs)

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

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

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

1. PVC Connection Types

a. ATM to ATM

ATM to ATM connects two ATM Customer locations

b. Frame Relay to ATM Service (FRATM)

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

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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.2. Service Components and Availability, Continued

E. Permanent Virtual Circuits (PVCs), Continued

2. Traffic Parameters

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

a. Peak Information Rate (PIR)

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

b. Sustainable Information Rate (SIR)

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

c. Maximum Burst Size (MBS)

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

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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.2. Service Components and Availability, Continued

E. Permanent Virtual Circuits (PVCs), Continued

3. PVC Types

a. Virtual Channel Connection (VCC)

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

b. Virtual Path Connection (VPC)

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

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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.2. Service Components and Availability, Continued

E. Permanent Virtual Circuits (PVCs), Continued

4. VCC/VPC Types

a. Standard VCC/VPC

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

b. Frame Relay to ATM Service (FRATM) VCC

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

i. Disaster Recovery VCC

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

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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.2. Service Components and Availability, Continued

E. Permanent Virtual Circuits (PVCs), Continued

4. VCC/VPC Types, Continued

b. Frame Relay to ATM Service (FRATM) VCC, Continued

i. Disaster Recovery VCC, Continued

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

ii. Alternate Routing VCC

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

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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.2. Service Components and Availability, Continued

E. Permanent Virtual Circuits (PVCs), Continued

4. VCC/VPC Types, Continued

b. Frame Relay to ATM Service (FRATM) VCC, Continued

iii. Multicasting VCC

Multicasting VCCs are used to communicate unidirectionally from one location to many locations. It allows Customer Equipment to send cells into the Company SBC PremierSERV<sup>SM</sup> ATM network over a specially designated Multicast VCC. The cells are replicated and sent across various VCCs defined on the same port as the Multicast VCC. Multicast VCCs are used in conjunction with the VBR-nrt Quality of Service and SIR traffic parameter.

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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.2. Service Components and Availability, Continued

E. Permanent Virtual Circuits (PVCs), Continued

5. Quality of Service (QoS)

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

a. Constant Bit Rate (CBR)

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

b. Variable Bit Rate - real time (VBR-rt)

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

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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.2. Service Components and Availability, Continued

E. Permanent Virtual Circuits (PVCs), Continued

5. Quality of Service (QoS), Continued

c. Variable Bit Rate - non real time (VBR-nrt)

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

d. Unspecified Bit Rate (UBR)

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

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11 PACKET DATA SERVICES, Continued

11.5. SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.3. Rates

A. UNI Port Only

UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$528	NA	\$507	\$600	\$486	\$600	\$460	\$0	\$400	\$0
Subrate DS3	20Mbps	\$2,002	NA	\$1,784	\$1,250	\$1,586	\$1,250	\$1,370	\$0	\$1,154	\$0
DS3	40Mbps	\$2,799	NA	\$2,573	\$1,250	\$2,287	\$1,250	\$1,975	\$0	\$1,663	\$0
Subrate OC-3c	50Mbps	\$3,325	NA	\$3,150	\$1,500	\$2,977	\$1,500	\$2,954	\$0	\$2,938	\$0
Subrate OC-3c	100Mbps	\$3,793	NA	\$3,618	\$1,500	\$3,345	\$1,500	\$3,238	\$0	\$3,128	\$0
OC-3c	149Mbps	\$4,110	NA	\$3,835	\$1,500	\$3,662	\$1,500	\$3,505	\$0	\$3,345	\$0
OC-12c	599Mbps	\$8,220	NA	\$7,670	\$1,500	\$7,324	\$1,500	\$7,009	\$0	\$6,690	\$0

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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.3. Rates, Continued

B. B-ICI Port Only

B-ICI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$1,598	NA	\$1,405	\$600	\$1,213	\$600	\$1,020	\$0	\$824	\$0
DS3	40Mbps	\$3,049	NA	\$2,823	\$1,250	\$2,537	\$1,250	\$2,225	\$0	\$1,913	\$0
OC-3c	149Mbps	\$4,610	NA	\$4,335	\$1,500	\$4,162	\$1,500	\$4,005	\$0	\$3,845	\$0
OC-12c	599Mbps	\$8,720	NA	\$8,170	\$1,500	\$7,824	\$1,500	\$7,509	\$0	\$7,190	\$0

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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.3. Rates, Continued

C. UNI Port and Access

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 Port	1 5Mbps	\$528	NA	\$507	\$600	\$486	\$600	\$460	\$0	\$400	\$0
Access	1 5Mbps	\$182	NA	\$175	\$400	\$167	\$400	\$160	\$0	\$156	\$0
Total DS1 Port and Access	1 5Mbps	\$710	NA	\$682	\$1,000	\$653	\$1,000	\$620	\$0	\$556	\$0
Subrate DS3 Port	20Mbps	\$2,002	NA	\$1,784	\$1,250	\$1,586	\$1,250	\$1,370	\$0	\$1,154	\$0
Access	20Mbps	\$2,368	NA	\$2,345	\$1,250	\$2,321	\$1,250	\$1,800	\$0	\$1,516	\$0
Total Subrate DS3 Port and Access	20Mbps	\$4,370	NA	\$4,129	\$2,500	\$3,907	\$2,500	\$3,170	\$0	\$2,670	\$0
DS3 Port	40Mbps	\$2,799	NA	\$2,573	\$1,250	\$2,287	\$1,250	\$1,975	\$0	\$1,663	\$0
Access	40Mbps	\$2,368	NA	\$2,345	\$1,250	\$2,321	\$1,250	\$1,800	\$0	\$1,516	\$0
Total DS3 Port and Access	40Mbps	\$5,167	NA	\$4,918	\$2,500	\$4,608	\$2,500	\$3,775	\$0	\$3,179	\$0
Subrate OC-3c Port	50Mbps	\$3,325	NA	\$3,150	\$1,500	\$2,977	\$1,500	\$2,954	\$0	\$2,938	\$0
Access	50Mbps	\$2,600	NA	\$2,575	\$3,000	\$2,548	\$3,000	\$1,976	\$0	\$1,765	\$0
Total Subrate OC-3c Port and Access	50Mbps	\$5,925	NA	\$5,725	\$4,500	\$5,525	\$4,500	\$4,930	\$0	\$4,703	\$0
Subrate OC-3c Port	50Mbps	\$3,325	NA	\$3,150	\$1,500	\$2,977	\$1,500	\$2,954	\$0	\$2,938	\$0
Access (Protected)	50Mbps	\$3,600	NA	\$3,575	\$3,000	\$3,548	\$3,000	\$2,976	\$0	\$2,765	\$0
Total Subrate OC-3c Port and Access (Protected)	50Mbps	\$6,925	NA	\$6,725	\$4,500	\$6,525	\$4,500	\$5,930	\$0	\$5,703	\$0
OC-3c Port	100Mbps	\$3,793	NA	\$3,618	\$1,500	\$3,345	\$1,500	\$3,238	\$0	\$3,128	\$0
Access	100Mbps	\$2,600	NA	\$2,575	\$3,000	\$2,548	\$3,000	\$1,976	\$0	\$1,765	\$0
Total OC-3c Port and Access	100Mbps	\$6,393	NA	\$6,193	\$4,500	\$5,893	\$4,500	\$5,214	\$0	\$4,893	\$0
OC-3c Port	100Mbps	\$3,793	NA	\$3,618	\$1,500	\$3,345	\$1,500	\$3,238	\$0	\$3,128	\$0
Access (Protected)	100Mbps	\$3,600	NA	\$3,575	\$3,000	\$3,548	\$3,000	\$2,976	\$0	\$2,765	\$0
Total OC-3c Port and Access (Protected)	100Mbps	\$7,393	NA	\$7,193	\$4,500	\$6,893	\$4,500	\$6,214	\$0	\$5,893	\$0

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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.3. Rates, Continued

C. UNI Port and Access, Continued

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
OC-3c Port	149Mbps	\$4,110	NA	\$3,835	\$1,500	\$3,662	\$1,500	\$3,505	\$0	\$3,345	\$0
Access	149Mbps	\$2,600	NA	\$2,575	\$3,000	\$2,548	\$3,000	\$1,976	\$0	\$1,765	\$0
Total OC-3c Port and Access	149Mbps	\$6,710	NA	\$6,410	\$4,500	\$6,210	\$4,500	\$5,481	\$0	\$5,110	\$0
OC-3c Port	149Mbps	\$4,110	NA	\$3,835	\$1,500	\$3,662	\$1,500	\$3,505	\$0	\$3,345	\$0
Access (Protected)	149Mbps	\$3,600	NA	\$3,575	\$3,000	\$3,548	\$3,000	\$2,976	\$0	\$2,765	\$0
Total OC-3c Port and Access (Protected)	149Mbps	\$7,710	NA	\$7,410	\$4,500	\$7,210	\$4,500	\$6,481	\$0	\$6,110	\$0
OC-12c Port	599Mbps	\$8,220	NA	\$7,670	\$1,500	\$7,324	\$1,500	\$7,009	\$0	\$6,690	\$0
Access	599Mbps	\$5,142	NA	\$4,686	\$6,000	\$4,686	\$6,000	\$3,886	\$0	\$2,962	\$0
Total OC-12c Port and Access	599Mbps	\$13,362	NA	\$12,356	\$7,500	\$12,010	\$7,500	\$10,895	\$0	\$9,652	\$0
OC-12c Port	599Mbps	\$8,220	NA	\$7,670	\$1,500	\$7,324	\$1,500	\$7,009	\$0	\$6,690	\$0
Access (Protected)	599Mbps	\$6,142	NA	\$5,686	\$6,000	\$5,686	\$6,000	\$4,886	\$0	\$3,962	\$0
Total OC-12c Port and Access (Protected)	599Mbps	\$14,362	NA	\$13,356	\$7,500	\$13,010	\$7,500	\$11,895	\$0	\$10,652	\$0

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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.3. Rates, Continued

D. ICI Port and Access

B-ICI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 Port	1 5Mbps	\$1,598	NA	\$1,405	\$600	\$1,213	\$600	\$1,020	\$0	\$824	\$0
Access	1 5Mbps	\$182	NA	\$175	\$400	\$167	\$400	\$160	\$0	\$156	\$0
Total DS1 Port and Access	1 5Mbps	\$1,780	NA	\$1,580	\$1,000	\$1,380	\$1,000	\$1,180	\$0	\$980	\$0
DS3 Port	40Mbps	\$3,049	NA	\$2,823	\$1,250	\$2,537	\$1,250	\$2,225	\$0	\$1,913	\$0
Access	40Mbps	\$2,368	NA	\$2,345	\$1,250	\$2,321	\$1,250	\$1,800	\$0	\$1,516	\$0
Total DS3 Port and Access	40Mbps	\$5,417	NA	\$5,168	\$2,500	\$4,858	\$2,500	\$4,025	\$0	\$3,429	\$0
OC-3c Port	149Mbps	\$4,610	NA	\$4,335	\$1,500	\$4,162	\$1,500	\$4,005	\$0	\$3,845	\$0
Access	149Mbps	\$2,600	NA	\$2,575	\$3,000	\$2,548	\$3,000	\$1,976	\$0	\$1,765	\$0
Total OC-3c Port and Access	149Mbps	\$7,210	NA	\$6,910	\$4,500	\$6,710	\$4,500	\$5,981	\$0	\$5,610	\$0
OC-3c Port	149Mbps	\$4,610	NA	\$4,335	\$1,500	\$4,162	\$1,500	\$4,005	\$0	\$3,845	\$0
Access (Protected)	149Mbps	\$3,600	NA	\$3,575	\$3,000	\$3,548	\$3,000	\$2,976	\$0	\$2,765	\$0
Total OC-3c Port and Access (Protected)	149Mbps	\$8,210	NA	\$7,910	\$4,500	\$7,710	\$4,500	\$6,981	\$0	\$6,610	\$0
OC-12c Port	599Mbps	\$8,720	NA	\$8,170	\$1,500	\$7,824	\$1,500	\$7,509	\$0	\$7,190	\$0
Access	599Mbps	\$5,142	NA	\$4,686	\$6,000	\$4,686	\$6,000	\$3,886	\$0	\$2,962	\$0
Total OC-12c Port and Access	599Mbps	\$13,862	NA	\$12,856	\$7,500	\$12,510	\$7,500	\$11,395	\$0	\$10,152	\$0
OC-12c Port	599Mbps	\$8,720	NA	\$8,170	\$1,500	\$7,824	\$1,500	\$7,509	\$0	\$7,190	\$0
Access (Protected)*	599Mbps	\$6,142	NA	\$5,686	\$6,000	\$5,686	\$6,000	\$4,886	\$0	\$3,962	\$0
Total OC-12c Port and Access (Protected)	599Mbps	\$14,862	NA	\$13,856	\$7,500	\$13,510	\$7,500	\$12,395	\$0	\$11,152	\$0

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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.3. Rates, Continued

E. OC-12 Interoffice Mileage\*

OC-12 Interoffice Mileage	Out of Term		1 Year		2 Year		3 Year		5 Year	
	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Fixed	\$3,632	NA	\$3,182	NA	\$3,182	NA	\$2,595	NA	\$2,035	NA
Per Mile	\$775	NA	\$665	NA	\$665	NA	\$563	NA	\$530	NA

\* OC-12c Access rates do not include applicable Interoffice Mileage.

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11 PACKET DATA SERVICES, Continued

11.5. SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.3. Rates, Continued

F. Quality of Service, Standard PVCs

Speed	Standard PVCs - Monthly								NRC*
	Quality of Service (QoS)								
	UBR (PIR)		VBR-nrt (SIR)		VBR-rt (PIR)		CBR (PIR)		
	VCC	VPC	VCC	VPC	VCC	VPC	VCC	VPC	
8Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
16Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
32Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
48Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
56Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
64Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
128Kbps	\$3	\$4	\$5	\$6	\$6	\$8	\$7	\$9	\$60
192Kbps	\$5	\$6	\$8	\$9	\$9	\$12	\$10	\$13	\$60
256Kbps	\$7	\$8	\$10	\$13	\$13	\$16	\$13	\$17	\$60
320Kbps	\$8	\$10	\$13	\$16	\$16	\$20	\$17	\$21	\$60
384Kbps	\$10	\$13	\$15	\$19	\$19	\$23	\$20	\$25	\$60
448Kbps	\$12	\$15	\$18	\$22	\$22	\$27	\$23	\$29	\$60
512Kbps	\$13	\$17	\$20	\$25	\$25	\$31	\$27	\$33	\$60
576Kbps	\$15	\$19	\$23	\$28	\$28	\$35	\$30	\$38	\$60
640Kbps	\$17	\$21	\$25	\$31	\$31	\$39	\$33	\$42	\$60
704Kbps	\$18	\$23	\$28	\$34	\$34	\$43	\$37	\$46	\$60
768Kbps	\$20	\$25	\$30	\$38	\$38	\$47	\$40	\$50	\$60
832Kbps	\$22	\$27	\$33	\$41	\$41	\$51	\$43	\$54	\$60
896Kbps	\$23	\$29	\$35	\$44	\$44	\$55	\$47	\$58	\$60
960Kbps	\$25	\$31	\$38	\$47	\$47	\$59	\$50	\$63	\$60
1000Kbps	\$25	\$31	\$50	\$63	\$69	\$86	\$75	\$94	\$60
1024Kbps	\$27	\$33	\$40	\$50	\$50	\$63	\$53	\$67	\$60
1536Kbps	\$40	\$50	\$60	\$75	\$75	\$94	\$80	\$100	\$60
2Mbps	\$30	\$38	\$60	\$75	\$83	\$103	\$90	\$113	\$60
3Mbps	\$35	\$44	\$70	\$88	\$96	\$120	\$105	\$131	\$60
4Mbps	\$40	\$50	\$80	\$100	\$110	\$138	\$120	\$150	\$60
5Mbps	\$45	\$56	\$90	\$113	\$124	\$155	\$135	\$169	\$60
6Mbps	\$50	\$63	\$100	\$125	\$138	\$172	\$150	\$188	\$60
7Mbps	\$55	\$69	\$110	\$138	\$151	\$189	\$165	\$206	\$60
8Mbps	\$60	\$75	\$120	\$150	\$165	\$206	\$180	\$225	\$60
9Mbps	\$65	\$81	\$130	\$163	\$179	\$223	\$195	\$244	\$60
10Mbps	\$70	\$88	\$140	\$175	\$193	\$241	\$210	\$263	\$60

\* Nonrecurring charges are waived for PVCs purchased with the Customer's initial order for installation of ATM Service, and only if the Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP

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11 PACKET DATA SERVICES, Continued

11 5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11 5 3 Rates, Continued

F. Quality of Service, Standard PVCs, Continued

Speed	Standard PVCs - Monthly								NRC*
	Quality of Service (QoS)								
	UBR (PIR)		VBR-nrt (SIR)		VBR-rt (PIR)		CBR (PIR)		
	VCC	VPC	VCC	VPC	VCC	VPC	VCC	VPC	
11Mbps	\$75	\$94	\$150	\$188	\$206	\$258	\$225	\$281	\$60
12Mbps	\$80	\$100	\$160	\$200	\$220	\$275	\$240	\$300	\$60
13Mbps	\$85	\$106	\$170	\$213	\$234	\$292	\$255	\$319	\$60
14Mbps	\$90	\$113	\$180	\$225	\$248	\$309	\$270	\$338	\$60
15Mbps	\$95	\$119	\$190	\$238	\$261	\$327	\$285	\$356	\$60
16Mbps	\$100	\$125	\$200	\$250	\$275	\$344	\$300	\$375	\$60
17Mbps	\$105	\$131	\$210	\$263	\$289	\$361	\$315	\$394	\$60
18Mbps	\$110	\$138	\$220	\$275	\$303	\$378	\$330	\$413	\$60
19Mbps	\$115	\$144	\$230	\$288	\$316	\$395	\$345	\$431	\$60
20Mbps	\$120	\$150	\$240	\$300	\$330	\$413	\$360	\$450	\$60
25Mbps	\$125	\$156	\$250	\$313	\$344	\$430	\$375	\$469	\$60
30Mbps	\$150	\$188	\$300	\$375	\$413	\$516	\$450	\$563	\$60
35Mbps	\$175	\$219	\$350	\$438	\$481	\$602	\$525	\$656	\$60
40Mbps	\$200	\$250	\$400	\$500	\$550	\$688	\$600	\$750	\$60
45Mbps	\$205	\$256	\$410	\$513	\$564	\$705	\$615	\$769	\$60
50Mbps	\$207	\$259	\$414	\$517	\$569	\$711	\$621	\$776	\$60
55Mbps	\$228	\$284	\$455	\$569	\$626	\$782	\$683	\$853	\$60
60Mbps	\$248	\$310	\$497	\$621	\$683	\$853	\$745	\$931	\$60
65Mbps	\$269	\$336	\$538	\$672	\$740	\$925	\$807	\$1,009	\$60
70Mbps	\$290	\$362	\$579	\$724	\$797	\$996	\$869	\$1,086	\$60
75Mbps	\$310	\$388	\$621	\$776	\$853	\$1,067	\$931	\$1,164	\$60
80Mbps	\$331	\$414	\$662	\$828	\$910	\$1,138	\$993	\$1,241	\$60
85Mbps	\$352	\$440	\$703	\$879	\$967	\$1,209	\$1,055	\$1,319	\$60
90Mbps	\$372	\$466	\$745	\$931	\$1,024	\$1,280	\$1,117	\$1,397	\$60
95Mbps	\$393	\$491	\$786	\$983	\$1,081	\$1,351	\$1,179	\$1,474	\$60
100Mbps	\$414	\$517	\$828	\$1,034	\$1,138	\$1,422	\$1,241	\$1,552	\$60
105Mbps	\$434	\$543	\$869	\$1,086	\$1,195	\$1,494	\$1,303	\$1,629	\$60
110Mbps	\$455	\$569	\$910	\$1,138	\$1,252	\$1,565	\$1,366	\$1,707	\$60
115Mbps	\$476	\$595	\$952	\$1,190	\$1,309	\$1,636	\$1,428	\$1,784	\$60
120Mbps	\$497	\$621	\$993	\$1,241	\$1,366	\$1,707	\$1,490	\$1,862	\$60
125Mbps	\$517	\$647	\$1,034	\$1,293	\$1,422	\$1,778	\$1,552	\$1,940	\$60
130Mbps	\$538	\$672	\$1,076	\$1,345	\$1,479	\$1,849	\$1,614	\$2,017	\$60
135Mbps	\$559	\$698	\$1,117	\$1,397	\$1,536	\$1,920	\$1,676	\$2,095	\$60
140Mbps	\$579	\$724	\$1,159	\$1,448	\$1,593	\$1,991	\$1,738	\$2,172	\$60
145Mbps	\$600	\$750	\$1,200	\$1,500	\$1,650	\$2,063	\$1,800	\$2,250	\$60

\* Nonrecurring charges are waived for PVCs purchased with the Customer's initial order for installation of ATM Service, and only if the Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP

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11 PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.3. Rates, Continued

G FRATM PVCs

Speed	FRATM PVCs - Monthly			NRC*
	Standard	Alternate Routing	Disaster Recovery	
	VBR-nrt (SIR)	VBR-nrt (SIR)	VBR-nrt (SIR)	
	VCC Only	VCC Only	VCC Only	
8Kbps	\$4	\$3	\$2	\$60
16Kbps	\$5	\$4	\$3	\$60
32Kbps	\$6	\$5	\$3	\$60
48Kbps	\$7	\$6	\$4	\$60
56Kbps	\$8	\$7	\$4	\$60
64Kbps	\$9	\$8	\$5	\$60
128Kbps	\$10	\$9	\$5	\$60
192Kbps	\$11	\$9	\$6	\$60
256Kbps	\$12	\$10	\$6	\$60
320Kbps	\$13	\$11	\$6	\$60
384Kbps	\$15	\$13	\$8	\$60
448Kbps	\$18	\$15	\$9	\$60
512Kbps	\$20	\$17	\$10	\$60
576Kbps	\$23	\$19	\$11	\$60
640Kbps	\$25	\$21	\$13	\$60
704Kbps	\$28	\$23	\$14	\$60
768Kbps	\$30	\$26	\$15	\$60
832Kbps	\$33	\$28	\$16	\$60
896Kbps	\$35	\$30	\$18	\$60
960Kbps	\$38	\$32	\$19	\$60
1000Kbps	\$50	\$43	\$25	\$60
1024Kbps	\$40	\$34	\$20	\$60
1536Kbps	\$60	\$51	\$30	\$60
2Mbps	\$60	\$51	\$30	\$60
3Mbps	\$70	\$60	\$35	\$60
4Mbps	\$80	\$68	\$40	\$60
5Mbps	\$90	\$77	\$45	\$60
6Mbps	\$100	\$85	\$50	\$60
7Mbps	\$110	\$94	\$55	\$60
8Mbps	\$120	\$102	\$60	\$60
9Mbps	\$130	\$111	\$65	\$60
10Mbps	\$140	\$119	\$70	\$60

\* Nonrecurring charges are waived for PVCs purchased with the Customer's initial order for installation of ATM Service, and only if the Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.3. Rates, Continued

G. FRATM PVCs, Continued

Speed	FRATM PVCs - Monthly			NNRC*
	Standard	Alternate Routing	Disaster Recovery	
	VBR-nrt (SIR)	VBR-nrt (SIR)	VBR-nrt (SIR)	
	VCC Only	VCC Only	VCC Only	
11Mbps	\$150	\$128	\$75	\$60
12Mbps	\$160	\$136	\$80	\$60
13Mbps	\$170	\$145	\$85	\$60
14Mbps	\$180	\$153	\$90	\$60
15Mbps	\$190	\$162	\$95	\$60
16Mbps	\$200	\$170	\$100	\$60
17Mbps	\$210	\$179	\$105	\$60
18Mbps	\$220	\$187	\$110	\$60
19Mbps	\$230	\$196	\$115	\$60
20Mbps	\$240	\$204	\$120	\$60
25Mbps	\$250	\$213	\$125	\$60
30Mbps	\$300	\$255	\$150	\$60
35Mbps	\$350	\$298	\$175	\$60
40Mbps	\$400	\$340	\$200	\$60

\* Nonrecurring charges are waived for PVCs purchased with the Customer's initial order for installation of ATM Service, and only if the Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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11 PACKET DATA SERVICES, Continued

11 5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11 5.3. Rates, Continued

H. Quality of Service, Alternate Routing PVCs/Disaster Recovery PVCs

Speed	Alternate Routing PVCs - Monthly				Disaster Recovery PVCs - Monthly				NRC*
	Quality of Service				Quality of Service				
	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	
	VCC Only				VCC Only				
8Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
16Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
32Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
48Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
56Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
64Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
128Kbps	\$3	\$4	\$5	\$6	\$2	\$3	\$3	\$4	\$60
192Kbps	\$4	\$6	\$8	\$9	\$3	\$4	\$5	\$5	\$60
256Kbps	\$6	\$9	\$11	\$11	\$3	\$5	\$6	\$7	\$60
320Kbps	\$7	\$11	\$13	\$14	\$4	\$6	\$8	\$8	\$60
384Kbps	\$9	\$13	\$16	\$17	\$5	\$8	\$9	\$10	\$60
448Kbps	\$10	\$15	\$19	\$20	\$6	\$9	\$11	\$12	\$60
512Kbps	\$11	\$17	\$21	\$23	\$7	\$10	\$13	\$13	\$60
576Kbps	\$13	\$19	\$24	\$26	\$8	\$11	\$14	\$15	\$60
640Kbps	\$14	\$21	\$27	\$28	\$8	\$13	\$16	\$17	\$60
704Kbps	\$16	\$23	\$29	\$31	\$9	\$14	\$17	\$18	\$60
768Kbps	\$17	\$26	\$32	\$34	\$10	\$15	\$19	\$20	\$60
832Kbps	\$18	\$28	\$35	\$37	\$11	\$16	\$20	\$22	\$60
896Kbps	\$20	\$30	\$37	\$40	\$12	\$18	\$22	\$23	\$60
960Kbps	\$21	\$32	\$40	\$43	\$13	\$19	\$23	\$25	\$60
1000Kbps	\$21	\$43	\$58	\$64	\$13	\$25	\$34	\$38	\$60
1024Kbps	\$23	\$34	\$43	\$45	\$13	\$20	\$25	\$27	\$60
1536Kbps	\$34	\$51	\$64	\$68	\$20	\$30	\$38	\$40	\$60
2Mbps	\$26	\$51	\$70	\$77	\$15	\$30	\$41	\$45	\$60
3Mbps	\$30	\$60	\$82	\$89	\$18	\$35	\$48	\$53	\$60
4Mbps	\$34	\$68	\$94	\$102	\$20	\$40	\$55	\$60	\$60
5Mbps	\$38	\$77	\$105	\$115	\$23	\$45	\$62	\$68	\$60
6Mbps	\$43	\$85	\$117	\$128	\$25	\$50	\$69	\$75	\$60
7Mbps	\$47	\$94	\$129	\$140	\$28	\$55	\$76	\$83	\$60
8Mbps	\$51	\$102	\$140	\$153	\$30	\$60	\$83	\$90	\$60
9Mbps	\$55	\$111	\$152	\$166	\$33	\$65	\$89	\$98	\$60
10Mbps	\$60	\$119	\$164	\$179	\$35	\$70	\$96	\$105	\$60

\* Nonrecurring charges are waived for PVCs purchased with the Customer's initial order for installation of ATM Service, and only if the Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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11 PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.3. Rates, Continued

H Quality of Service, Alternate Routing PVCs/Disaster Recovery PVCs, Continued

Speed	Alternate Routing PVCs - Monthly				Disaster Recovery PVCs - Monthly				NRC*
	Quality of Service				Quality of Service				
	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	
	VCC Only				VCC Only				
11Mbps	\$64	\$128	\$175	\$191	\$38	\$75	\$103	\$113	\$60
12Mbps	\$68	\$136	\$187	\$204	\$40	\$80	\$110	\$120	\$60
13Mbps	\$72	\$145	\$199	\$217	\$43	\$85	\$117	\$128	\$60
14Mbps	\$77	\$153	\$210	\$230	\$45	\$90	\$124	\$135	\$60
15Mbps	\$81	\$162	\$222	\$242	\$48	\$95	\$131	\$143	\$60
16Mbps	\$85	\$170	\$234	\$255	\$50	\$100	\$138	\$150	\$60
17Mbps	\$89	\$179	\$245	\$268	\$53	\$105	\$144	\$158	\$60
18Mbps	\$94	\$187	\$257	\$281	\$55	\$110	\$151	\$165	\$60
19Mbps	\$98	\$196	\$269	\$293	\$58	\$115	\$158	\$173	\$60
20Mbps	\$102	\$204	\$281	\$306	\$60	\$120	\$165	\$180	\$60
25Mbps	\$106	\$213	\$292	\$319	\$63	\$125	\$172	\$188	\$60
30Mbps	\$128	\$255	\$351	\$383	\$75	\$150	\$206	\$225	\$60
35Mbps	\$149	\$298	\$409	\$446	\$88	\$175	\$241	\$263	\$60
40Mbps	\$170	\$340	\$468	\$510	\$100	\$200	\$275	\$300	\$60
45Mbps	\$174	\$349	\$479	\$523	\$103	\$205	\$282	\$308	\$60
50Mbps	\$176	\$352	\$484	\$528	\$103	\$207	\$284	\$310	\$60
55Mbps	\$193	\$387	\$532	\$580	\$114	\$228	\$313	\$341	\$60
60Mbps	\$211	\$422	\$580	\$633	\$124	\$248	\$341	\$372	\$60
65Mbps	\$229	\$457	\$629	\$686	\$134	\$269	\$370	\$403	\$60
70Mbps	\$246	\$492	\$677	\$739	\$145	\$290	\$398	\$434	\$60
75Mbps	\$264	\$528	\$725	\$791	\$155	\$310	\$427	\$466	\$60
80Mbps	\$281	\$563	\$774	\$844	\$166	\$331	\$455	\$497	\$60
85Mbps	\$299	\$598	\$822	\$897	\$176	\$352	\$484	\$528	\$60
90Mbps	\$317	\$633	\$871	\$950	\$186	\$372	\$512	\$559	\$60
95Mbps	\$334	\$668	\$919	\$1,002	\$197	\$393	\$541	\$590	\$60
100Mbps	\$352	\$703	\$967	\$1,055	\$207	\$414	\$569	\$621	\$60
105Mbps	\$369	\$739	\$1,016	\$1,108	\$217	\$434	\$597	\$652	\$60
110Mbps	\$387	\$774	\$1,064	\$1,161	\$228	\$455	\$626	\$683	\$60
115Mbps	\$404	\$809	\$1,112	\$1,213	\$238	\$476	\$654	\$714	\$60
120Mbps	\$422	\$844	\$1,161	\$1,266	\$248	\$497	\$683	\$745	\$60
125Mbps	\$440	\$879	\$1,209	\$1,319	\$259	\$517	\$711	\$776	\$60
130Mbps	\$457	\$914	\$1,257	\$1,372	\$269	\$538	\$740	\$807	\$60
135Mbps	\$475	\$950	\$1,306	\$1,424	\$279	\$559	\$768	\$838	\$60
140Mbps	\$492	\$985	\$1,354	\$1,477	\$290	\$579	\$797	\$869	\$60
145Mbps	\$510	\$1,020	\$1,403	\$1,530	\$300	\$600	\$825	\$900	\$60

\* Nonrecurring charges are waived for PVCs purchased with the Customer's initial order for installation of ATM Service, and only if the Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP

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Pleasanton, CA 94588

11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service, Continued

11.5.3. Rates, Continued

I. Multicasting PVCs

Multicasting PVCs - Monthly					
Speed	VBR-nrt (SIR)	NRC	Speed	VBR-nrt (SIR)	NRC
	VCC Only			VCC Only	
8Kbps	\$2	\$60	13Mbps	\$85	\$60
16Kbps	\$2	\$60	14Mbps	\$90	\$60
32Kbps	\$2	\$60	15Mbps	\$95	\$60
48Kbps	\$2	\$60	16Mbps	\$100	\$60
56Kbps	\$2	\$60	17Mbps	\$105	\$60
64Kbps	\$2	\$60	18Mbps	\$110	\$60
128Kbps	\$3	\$60	19Mbps	\$115	\$60
192Kbps	\$4	\$60	20Mbps	\$120	\$60
256Kbps	\$5	\$60	25Mbps	\$125	\$60
320Kbps	\$6	\$60	30Mbps	\$150	\$60
384Kbps	\$8	\$60	35Mbps	\$175	\$60
448Kbps	\$9	\$60	40Mbps	\$200	\$60
512Kbps	\$10	\$60	45Mbps	\$205	\$60
576Kbps	\$11	\$60	50Mbps	\$207	\$60
640Kbps	\$13	\$60	55Mbps	\$228	\$60
704Kbps	\$14	\$60	60Mbps	\$248	\$60
768Kbps	\$15	\$60	65Mbps	\$269	\$60
832Kbps	\$16	\$60	70Mbps	\$290	\$60
896Kbps	\$18	\$60	75Mbps	\$310	\$60
960Kbps	\$19	\$60	80Mbps	\$331	\$60
1000Kbps	\$25	\$60	85Mbps	\$352	\$60
1024Kbps	\$20	\$60	90Mbps	\$372	\$60
1536Kbps	\$30	\$60	95Mbps	\$393	\$60
2Mbps	\$30	\$60	100Mbps	\$414	\$60
3Mbps	\$35	\$60	105Mbps	\$434	\$60
4Mbps	\$40	\$60	110Mbps	\$455	\$60
5Mbps	\$45	\$60	115Mbps	\$476	\$60
6Mbps	\$50	\$60	120Mbps	\$497	\$60
7Mbps	\$55	\$60	125Mbps	\$517	\$60
8Mbps	\$60	\$60	130Mbps	\$538	\$60
9Mbps	\$65	\$60	135Mbps	\$559	\$60
10Mbps	\$70	\$60	140Mbps	\$579	\$60
11Mbps	\$75	\$60	145Mbps	\$600	\$60
12Mbps	\$80	\$60			

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERV<sup>SM</sup> Frame Relay Service

11.6.1. Service Description

SBC PremierSERV<sup>SM</sup> Frame Relay Service (FRS) is a public, metropolitan wide-area data Service that provides high throughput and low delay. It utilizes advanced packet switching technology and highly reliable Digital transmission facilities to provide the performance of leased lines and the flexibility and connectivity features of Local Area Networks (LANs) in an efficient, economical data delivery Service.

11.6.2. Service Components and Availability

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections and term plan selected SBC PremierSERV<sup>SM</sup> Frame Relay Service and its associated features are available in selected areas and are provided where suitable facilities, equipment and technical capabilities exist and does not create an obligation for the Company to construct such facilities and equipment especially for the provision of this Service.

A. User Network Interface (UNI) Port and Access

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

B. User Network Interface (UNI) Port Only

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

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11 PACKET DATA SERVICES, Continued

11.6. SBC PremierSERV<sup>SM</sup> Frame Relay Service

11.6.2 Service Components and Availability, Continued

C. Network to Network Interface (NNI) Port and Access

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

D. Network to Network Interface (NNI) Port Only

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

E. Permanent Virtual Circuits (PVCs)

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

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

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

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERV<sup>SM</sup> Frame Relay Service

11.6.2. Service Components and Availability, Continued

E. Permanent Virtual Circuits (PVCs), Continued

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

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

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

1. PVC Connection Types

a. Frame Relay to Frame Relay

Frame Relay to Frame Relay connects two Frame Relay Customer locations.

b. Frame Relay to ATM Service (FRATM)

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

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERV<sup>SM</sup> Frame Relay Service

11.6.2. Service Components and Availability, Continued

E. Permanent Virtual Circuits (PVCs), Continued

2. PVC Types

a. Standard PVC

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

b. Disaster Recovery PVC

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

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

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11 PACKET DATA SERVICES, Continued

11.6. SBC PremierSERV<sup>SM</sup> Frame Relay Service

11 6.2. Service Components and Availability, Continued

E. Permanent Virtual Circuits (PVCs), Continued

2 PVC Types, Continued

c. Alternate Routing PVCs

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

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

3. PVC Quality of Service (QoS)

a. Standard

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

b. Priority

Priority QoS offers reduced delay and packet loss between end-points when used with small fixed-length frame traffic.

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11. PACKET DATA SERVICES, Continued

11.6 SBC PremierSERV<sup>SM</sup> Frame Relay Service, Continued

11.6.3. Rates

A. UNI Port Only

UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS0	56Kbps	\$78	NA	\$68	\$350	\$67	\$350	\$65	\$0	\$60	\$0
DS0	64Kbps	\$78	NA	\$68	\$350	\$67	\$350	\$65	\$0	\$60	\$0
Fractional DS1	128Kbps	\$168	NA	\$161	\$400	\$155	\$400	\$148	\$0	\$145	\$0
Fractional DS1	256Kbps	\$224	NA	\$215	\$400	\$206	\$400	\$197	\$0	\$193	\$0
Fractional DS1	384Kbps	\$244	NA	\$235	\$400	\$224	\$400	\$215	\$0	\$210	\$0
Fractional DS1	512Kbps	\$261	NA	\$251	\$400	\$240	\$400	\$230	\$0	\$225	\$0
Fractional DS1	768Kbps	\$284	NA	\$273	\$400	\$261	\$400	\$250	\$0	\$244	\$0
DS1	1.5Mbps	\$432	N/A	\$415	\$450	\$397	\$450	\$380	\$0	\$371	\$0
DS3	40Mbps	\$3,171	N/A	\$3,139	\$1,000	\$2,790	\$1,000	\$2,410	\$0	\$2,029	\$0

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11. PACKET DATA SERVICES, Continued

11.6 SBC PremierSERV<sup>SM</sup> Frame Relay Service, Continued

11.6.3. Rates, Continued

B. NNI Port Only

NNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$432	NA	\$415	\$450	\$397	\$450	\$380	\$0	\$371	\$0
DS3	40Mbps	\$3,171	NA	\$3,139	\$1,000	\$2,790	\$1,000	\$2,410	\$0	\$2,029	\$0

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERV<sup>SM</sup> Frame Relay Service, Continued

11.6.3. Rates, Continued

C. UNI Port and Access

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS0 Port	56Kbps	\$78	NA	\$68	\$350	\$67	\$350	\$65	\$0	\$60	\$0
Access	56Kbps	\$84	NA	\$73	\$350	\$72	\$350	\$70	\$0	\$64	\$0
Total DS0 Port and Access	56Kbps	\$162	NA	\$141	\$700	\$139	\$700	\$135	\$0	\$124	\$0
DS0 Port	64Kbps	\$78	NA	\$68	\$350	\$67	\$350	\$65	\$0	\$60	\$0
Access	64Kbps	\$84	NA	\$73	\$350	\$72	\$350	\$70	\$0	\$64	\$0
Total DS0 Port and Access	64Kbps	\$162	NA	\$141	\$700	\$139	\$700	\$135	\$0	\$124	\$0
Fractional DS1 Port	128Kbps	\$168	NA	\$161	\$400	\$155	\$400	\$148	\$0	\$145	\$0
Access	128Kbps	\$182	NA	\$175	\$400	\$167	\$400	\$160	\$0	\$156	\$0
Total Fractional DS1 Port and Access	128Kbps	\$350	NA	\$336	\$800	\$322	\$800	\$308	\$0	\$301	\$0
Fractional DS1 Port	256Kbps	\$224	NA	\$215	\$400	\$206	\$400	\$197	\$0	\$193	\$0
Access	256Kbps	\$182	NA	\$175	\$400	\$167	\$400	\$160	\$0	\$156	\$0
Total Fractional DS1 Port and Access	256Kbps	\$406	NA	\$390	\$800	\$373	\$800	\$357	\$0	\$349	\$0
Fractional DS1 Port	384Kbps	\$244	NA	\$235	\$400	\$224	\$400	\$215	\$0	\$210	\$0
Access	384Kbps	\$182	NA	\$175	\$400	\$167	\$400	\$160	\$0	\$156	\$0
Total Fractional DS1 Port and Access	384Kbps	\$426	NA	\$410	\$800	\$391	\$800	\$375	\$0	\$365	\$0
Fractional DS1 Port	512Kbps	\$261	NA	\$251	\$400	\$240	\$400	\$230	\$0	\$225	\$0
Access	512Kbps	\$182	NA	\$175	\$400	\$167	\$400	\$160	\$0	\$156	\$0
Total Fractional DS1 Port and Access	512Kbps	\$443	NA	\$426	\$800	\$407	\$800	\$390	\$0	\$381	\$0

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERV<sup>SM</sup> Frame Relay Service, Continued

11.6.3. Rates, Continued

C. UNI Port and Access, Continued

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Fractional DS1 Port	768Kbps	\$284	NA	\$273	\$400	\$261	\$400	\$250	\$0	\$244	\$0
Access	768Kbps	\$182	NA	\$175	\$400	\$167	\$400	\$160	\$0	\$156	\$0
Total Fractional DS1 Port and Access	768Kbps	\$466	NA	\$448	\$800	\$428	\$800	\$410	\$0	\$400	\$0
DS1 Port	1 5Mbps	\$432	NA	\$415	\$450	\$397	\$450	\$380	\$0	\$371	\$0
Access	1 5Mbps	\$182	NA	\$175	\$400	\$167	\$400	\$160	\$0	\$156	\$0
Total DS1 Port and Access	1 5Mbps	\$614	NA	\$590	\$850	\$565	\$850	\$540	\$0	\$527	\$0
DS3 Port	40Mbps	\$3,171	NA	\$3,139	\$1,000	\$2,790	\$1,000	\$2,410	\$0	\$2,029	\$0
Access	40Mbps	\$2,368	NA	\$2,345	\$1,250	\$2,321	\$1,250	\$1,800	\$0	\$1,516	\$0
Total DS3 Port and Access	40Mbps	\$5,539	NA	\$5,484	\$2,250	\$5,111	\$2,250	\$4,210	\$0	\$3,545	\$0

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11 PACKET DATA SERVICES, Continued

11.6. SBC PremierSERV<sup>SM</sup> Frame Relay Service, Continued

11.6.3. Rates, Continued

D. NNI Port and Access

NNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 Port	1 5Mbps	\$432	NA	\$415	\$450	\$397	\$450	\$380	\$0	\$371	\$0
Access	1 5Mbps	\$182	NA	\$175	\$400	\$167	\$400	\$160	\$0	\$156	\$0
Total DS1 Port and Access	1 5Mbps	\$614	NA	\$590	\$850	\$565	\$850	\$540	\$0	\$527	\$0
DS3 Port	40Mbps	\$3,171	NA	\$3,139	\$1,000	\$2,790	\$1,000	\$2,410	\$0	\$2,029	\$0
Access	40Mbps	\$2,368	NA	\$2,345	\$1,250	\$2,321	\$1,250	\$1,800	\$0	\$1,516	\$0
Total DS3 Port and Access	40Mbps	\$5,539	NA	\$5,484	\$2,250	\$5,111	\$2,250	\$4,210	\$0	\$3,545	\$0

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11. PACKET DATA SERVICES, Continued

11.6 SBC PremierSERV<sup>SM</sup> Frame Relay Service, Continued

11.6.3. Rates, Continued

E. Quality of Service: Standard/Alternate/Disaster Recovery PVCs

CIR Speed	Monthly						NRC*
	Standard PVC		Alternate Routing PVC		Disaster Recovery PVC		
	Quality of Service (QoS)						
	Standard	Priority	Standard	Priority	Standard	Priority	
8Kbps	\$3	\$5	\$2	\$4	\$1	\$3	\$30
16Kbps	\$4	\$6	\$3	\$5	\$2	\$4	\$30
32Kbps	\$5	\$7	\$4	\$6	\$3	\$4	\$30
48Kbps	\$6	\$8	\$5	\$7	\$3	\$4	\$30
56Kbps	\$7	\$9	\$6	\$9	\$4	\$5	\$30
64Kbps	\$8	\$10	\$7	\$10	\$4	\$6	\$30
128Kbps	\$9	\$14	\$8	\$11	\$5	\$7	\$30
192Kbps	\$10	\$15	\$9	\$13	\$5	\$8	\$30
256Kbps	\$11	\$17	\$9	\$14	\$6	\$8	\$30
320Kbps	\$12	\$18	\$10	\$15	\$6	\$9	\$30
384Kbps	\$14	\$21	\$12	\$18	\$7	\$11	\$30
448Kbps	\$16	\$24	\$14	\$20	\$8	\$12	\$30
512Kbps	\$18	\$27	\$15	\$23	\$9	\$14	\$30
576Kbps	\$22	\$33	\$19	\$28	\$11	\$17	\$30
640Kbps	\$24	\$36	\$20	\$31	\$12	\$18	\$30
704Kbps	\$27	\$40	\$23	\$34	\$13	\$20	\$30
768Kbps	\$28	\$42	\$24	\$36	\$14	\$21	\$30
832Kbps	\$29	\$44	\$25	\$37	\$15	\$22	\$30
896Kbps	\$31	\$46	\$26	\$39	\$15	\$23	\$30
960Kbps	\$32	\$48	\$27	\$40	\$16	\$24	\$30
1000Kbps	\$32	\$49	\$28	\$41	\$16	\$24	\$30
1024Kbps	\$33	\$49	\$28	\$42	\$16	\$25	\$30
1536Kbps	\$42	\$62	\$35	\$53	\$21	\$31	\$30

\* Nonrecurring charges are waived for PVCs purchased with the Customer's initial order for installation of Service, and only if the Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERV<sup>SM</sup> Frame Relay Service, Continued

11.6.3. Rates, Continued

E. Quality of Service: Standard/Alternate/Disaster Recovery PVCs, Continued

CIR Speed	Monthly						NRC
	Standard PVC		Alternate Routing PVC		Disaster Recovery PVC		
	Quality of Service (QoS)						
	Standard	Priority	Standard	Priority	Standard	Priority	
2Mbps	\$48	\$73	\$41	\$62	\$24	\$36	\$30
3Mbps	\$61	\$92	\$52	\$78	\$31	\$46	\$30
4Mbps	\$72	\$108	\$61	\$92	\$36	\$54	\$30
5Mbps	\$82	\$123	\$70	\$105	\$41	\$62	\$30
6Mbps	\$91	\$137	\$77	\$116	\$46	\$68	\$30
7Mbps	\$100	\$149	\$85	\$127	\$50	\$75	\$30
8Mbps	\$107	\$161	\$91	\$137	\$54	\$81	\$30
9Mbps	\$115	\$173	\$98	\$147	\$58	\$86	\$30
10Mbps	\$122	\$183	\$104	\$156	\$61	\$92	\$30
11Mbps	\$129	\$194	\$110	\$165	\$65	\$97	\$30
12Mbps	\$136	\$204	\$115	\$173	\$68	\$102	\$30
13Mbps	\$142	\$213	\$121	\$181	\$71	\$107	\$30
14Mbps	\$148	\$222	\$126	\$189	\$74	\$111	\$30
15Mbps	\$154	\$231	\$131	\$197	\$77	\$116	\$30
16Mbps	\$160	\$240	\$136	\$204	\$80	\$120	\$30
17Mbps	\$166	\$249	\$141	\$211	\$83	\$124	\$30
18Mbps	\$171	\$257	\$146	\$218	\$86	\$129	\$30
19Mbps	\$177	\$265	\$150	\$225	\$88	\$133	\$30
20Mbps	\$182	\$273	\$155	\$232	\$91	\$137	\$30
25Mbps	\$207	\$310	\$176	\$264	\$103	\$155	\$30
30Mbps	\$230	\$345	\$207	\$310	\$115	\$172	\$30
35Mbps	\$251	\$377	\$226	\$339	\$126	\$188	\$30

\* Nonrecurring charges are waived for PVCs purchased with the Customer's initial order for installation of Service, and only if the Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP

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**EXHIBIT E**  
**FINANCIAL STATEMENTS**  
**BOND**  
(Attached)

## Financial Summary

SBC Communications Inc

Dollars in Millions Except Per Share Amounts

	2001	2002
Operating Revenues	\$ 45,908	\$ 43,138
Operating Expenses	\$ 35,400	\$ 34,515
Income Before Extraordinary Loss and Cumulative Effect of Accounting Change	\$ 7,026	\$ 7,473

Wireline Operations	2001	2002
Operating Revenues	\$ 40,690	\$ 38,392
Operating Expenses	\$ 32,469	\$ 32,421
Segment Income	\$ 8,221	\$ 5,971

Wireless Operations	2001	2002
Operating Revenues	\$ 14,108	\$ 14,727
Operating Expenses	\$ 11,567	\$ 12,206
Segment Income	\$ 1,020	\$ 750

Directory	2001	2002
Operating Revenues	\$ 4,468	\$ 4,451
Operating Expenses	\$ 1,937	\$ 1,961
Segment Income	\$ 2,531	\$ 2,490

International	2001	2002
Operating Revenues	\$ 185	\$ 35
Operating Expenses	\$ 239	\$ 85
Segment Income	\$ 500	\$ 1,102

Note Differences due to rounding  
10/03

## Consolidated Statements of Income

SBC Communications Inc

Dollars in Millions/Percent Change  
from Prior-Year Quarter

### Three Months Ending

	12/31/2001	3/31/2002	6/30/2002	9/30/2002	12/31/2002	3/31/2003	6/30/2003	9/30/2003
Voice	\$ 6,539	\$ 6,353	\$ 6,283	\$ 6,169	\$ 5,948	\$ 5,766	\$ 5,604	\$ 5,487
Percent Change		-5.0%	-7.6%	-7.5%	-9.0%	-9.2%	-10.8%	-11.1%
Long-Distance Voice	593	591	588	594	551	578	612	668
Percent Change		-10.7%	-6.4%	-8.2%	-7.1%	-2.2%	4.1%	12.5%
Data	2,467	2,391	2,425	2,441	2,382	2,479	2,491	2,576
Percent Change		1.8%	0.2%	1.9%	-3.4%	3.7%	2.7%	5.5%
Wireless Subscriber	1	-	-	-	-	-	-	-
Percent Change		n/m	n/m	n/m	n/m	n/m	n/m	n/m
Directory Advertising	1,769	705	1,067	868	1,864	1,076	1,080	1,077
Percent Change		-15.1%	12.7%	-10.7%	5.4%	52.6%	1.2%	24.1%
Other	534	482	480	484	472	434	417	431
Percent Change		-21.0%	-22.8%	-21.4%	-11.6%	-10.0%	-13.1%	-11.0%
<b>Total Operating Revenues</b>	<b>11,903</b>	<b>10,522</b>	<b>10,843</b>	<b>10,556</b>	<b>11,217</b>	<b>10,333</b>	<b>10,204</b>	<b>10,239</b>
Percent Change		-6.0%	-5.5%	-6.9%	-5.8%	-1.8%	-5.9%	-3.0%
<b>Operating Expenses</b>								
Cost of Sales	4,696	3,912	4,094	4,136	4,220	4,041	4,035	4,244
Percent Change		-4.0%	1.6%	-0.1%	-10.1%	3.3%	-1.4%	2.6%
Selling	1,974	1,572	1,750	1,555	1,731	1,717	1,765	1,715
Percent Change		9.5%	12.0%	2.7%	-12.3%	9.2%	0.9%	10.3%
General and Administrative	744	720	679	688	881	681	678	718
Percent Change		9.8%	-6.6%	-10.4%	18.4%	-5.4%	-0.1%	4.4%
Operations and Support	7,414	6,204	6,523	6,379	6,832	6,439	6,478	6,677
Percent Change		0.6%	3.2%	-0.7%	-7.9%	3.8%	-0.7%	4.7%
Depreciation and Amortization	2,255	2,136	2,156	2,148	2,138	1,996	1,977	1,952
<b>Total Operating Expenses</b>	<b>9,669</b>	<b>8,340</b>	<b>8,679</b>	<b>8,527</b>	<b>8,970</b>	<b>8,435</b>	<b>8,455</b>	<b>8,629</b>
<b>Operating Income</b>	<b>2,234</b>	<b>2,182</b>	<b>2,164</b>	<b>2,029</b>	<b>2,247</b>	<b>1,898</b>	<b>1,749</b>	<b>1,610</b>
<b>Interest Expense</b>	<b>338</b>	<b>350</b>	<b>340</b>	<b>356</b>	<b>336</b>	<b>317</b>	<b>375</b>	<b>280</b>
<b>Equity in Net Income of Affiliates</b>	<b>144</b>	<b>437</b>	<b>450</b>	<b>729</b>	<b>305</b>	<b>365</b>	<b>471</b>	<b>337</b>
<b>Other Income (Expense) - Net</b>	<b>(83)</b>	<b>158</b>	<b>357</b>	<b>139</b>	<b>641</b>	<b>1,717</b>	<b>227</b>	<b>148</b>
<b>Income Before Income Taxes, Extraordinary Loss and Cumulative Effect of Accounting Change</b>	<b>1,957</b>	<b>2,427</b>	<b>2,631</b>	<b>2,541</b>	<b>2,857</b>	<b>3,663</b>	<b>2,072</b>	<b>1,815</b>
<b>Income Taxes</b>	<b>771</b>	<b>800</b>	<b>849</b>	<b>832</b>	<b>503</b>	<b>1,208</b>	<b>684</b>	<b>599</b>
<b>Income Before Extraordinary Loss and Cumulative Effect of Accounting Change</b>	<b>1,186</b>	<b>1,627</b>	<b>1,782</b>	<b>1,709</b>	<b>2,354</b>	<b>2,455</b>	<b>1,388</b>	<b>1,216</b>
Percent Change		-10.1%	-11.9%	-14.8%	98.5%	50.9%	-22.1%	-28.8%
Extraordinary Loss, Net of Tax	-	-	-	-	-	-	-	-
Cumulative Effect of Accounting Change, Net of Tax	-	(1,820)	-	-	-	2,548	-	-
<b>Net Income (Loss)</b>	<b>\$ 1,186</b>	<b>\$ (193)</b>	<b>\$ 1,782</b>	<b>\$ 1,709</b>	<b>\$ 2,354</b>	<b>\$ 5,003</b>	<b>\$ 1,388</b>	<b>\$ 1,216</b>
Percent Change		-110.7%	-11.6%	-14.8%	98.5%	n/m	-22.1%	-28.8%

Note: Differences due to rounding  
10/03

## Financial and Operating Statistics Summary

SBC Communications Inc

Dollars in Millions, Except Per Share Amounts

	Three Months Ending							
	12/31/2001	3/31/2002	6/30/2002	9/30/2002	12/31/2002	3/31/2003	6/30/2002	9/30/2003
Capital Expenditures	\$ 3,093	\$ 1,765	\$ 1,731	\$ 1,502	\$ 1,810	\$ 897	\$ 1,072	\$ 1,266
Dividends Declared Per Share	\$ 0.26	\$ 0.27	\$ 0.27	\$ 0.27	\$ 0.27	\$ 0.33	\$ 0.38	\$ 0.38
Dividend Growth	1.0%	5.4%	5.4%	5.4%	5.4%	23.1%	41.7%	41.7%
End of Period Common Shares Outstanding (000,000)	3,354	3,340	3,325	3,320	3,318	3,322	3,323	3,312
Pretax Interest Coverage <sup>1</sup>	6.4	7.9	8.6	8.2	9.6	12.5	6.6	7.5
Net Cash Flow to Average Total Debt <sup>2</sup>	17.5%	12.3%	12.0%	11.5%	19.9%	8.6%	8.3%	10.3%
Funds From Operations Interest Coverage <sup>3</sup>	15.5	13.1	12.7	11.7	17.4	9.8	8.4	12.5
Debt Ratio	44.3%	46.8%	44.5%	42.3%	39.9%	35.0%	32.7%	32.5%

### Cingular Wireless <sup>4</sup>

Wireless Voice Customers (000)	21,596	21,830	22,183	22,076	21,925	22,114	22,640	23,385
Net Adds (000)	317	234	353	(107)	(151)	189	526	745
Licensed POPs (000,000)	219	219	219	219	219	235	236	236

### SBC International <sup>5</sup>

Total Customers of SBC International's Affiliates								
Access Lines (000)	26,878	27,071	27,300	27,517	27,759	27,926	28,021	28,265
Wireless Subscribers (000)	27,422	29,501	30,479	31,614	32,393	33,866	35,002	36,315
Net Adds	2,112	2,079	978	1,134	779	1,473	2,609	1,313
<b>Total Revenues</b>	<b>\$ 7,109</b>	<b>\$ 6,996</b>	<b>\$ 7,211</b>	<b>\$ 7,395</b>	<b>\$ 7,515</b>	<b>\$ 7,601</b>	<b>\$ 8,794</b>	<b>\$ 8,659</b>

### SBC's Proportionate Interest of SBC International's Affiliates <sup>5</sup>

Access Lines (000)	4,376	4,400	4,320	4,377	4,352	4,353	4,335	4,350
Wireless Subscribers (000)	3,084	3,258	3,225	3,402	3,426	3,576	3,727	3,895
Net Adds	176	170	58	109	73	150	301	168
<b>Total Revenues</b>	<b>\$ 1,232</b>	<b>\$ 1,163</b>	<b>\$ 1,212</b>	<b>\$ 1,261</b>	<b>\$ 1,291</b>	<b>\$ 1,320</b>	<b>\$ 1,456</b>	<b>\$ 1,462</b>

1 Pretax income and interest on debt divided by interest on debt

2 Net cash flow equals funds from operations (cash flow from operations before working capital changes) less dividends paid

3 The sum of funds from operations and cash paid for interest on debt divided by interest incurred on debt

4 Amounts represent 100% results of Cingular Wireless

5 Amounts for all periods include only activity for our investments still held at September 30, 2003

Note Differences due to rounding

10/03

## Condensed Balance Sheets

SBC Communications Inc

Dollars in Millions

9/30/2003 12/31/2002

<b>Assets</b>		
<b>Current Assets</b>		
Cash and Cash Equivalents	\$ 4,940	\$ 3,567
Accounts Receivable - Net of Allowances for Uncollectibles of \$1,192 and \$1,427	6,140	8,540
Prepaid Expenses	1,002	687
Deferred Income Taxes	1,511	704
Other Current Assets	1,297	591
<b>Total Current Assets</b>	<b>14,890</b>	<b>14,089</b>
Property, Plant and Equipment - at Cost	132,637	131,755
Less Accumulated Depreciation and Amortization	80,654	83,265
<b>Property, Plant and Equipment - Net</b>	<b>51,983</b>	<b>48,490</b>
<b>Goodwill - Net</b>	<b>1,622</b>	<b>1,643</b>
<b>Investments in Equity Affiliates</b>	<b>11,800</b>	<b>10,470</b>
<b>Notes Receivable From Cingular Wireless</b>	<b>5,885</b>	<b>5,922</b>
<b>Other Assets</b>	<b>15,128</b>	<b>14,443</b>
<b>Total Assets</b>	<b>\$ 101,308</b>	<b>\$ 95,057</b>
<b>Liabilities and Shareowners' Equity</b>		
<b>Current Liabilities</b>		
Debt Maturing Within One Year	\$ 1,900	\$ 3,505
Accounts Payable and Accrued Liabilities	9,339	9,413
Accrued Taxes	3,213	870
Dividends Payable	1,267	895
<b>Total Current Liabilities</b>	<b>15,719</b>	<b>14,683</b>
<b>Long-Term Debt</b>	<b>16,357</b>	<b>18,536</b>
<b>Deferred Credits and Other Noncurrent Liabilities</b>		
Deferred Income Taxes	13,186	10,726
Post-employment Benefit Obligation	14,340	14,094
Unamortized Investment Tax Credits	216	244
Other Noncurrent Liabilities	3,598	3,575
<b>Total Deferred Credits and Other Noncurrent Liabilities</b>	<b>31,340</b>	<b>28,639</b>
<b>Shareowners' Equity</b>		
Common Shares Issued (\$1 Par Value)	3,433	3,433
Capital in Excess of Par Value	13,015	12,999
Retained Earnings	27,769	23,802
Treasury Shares (at Cost)	(4,596)	(4,584)
Additional Minimum Pension Liability	(1,473)	(1,473)
Accumulated Other Comprehensive Income	(256)	(978)
<b>Total Shareowners' Equity</b>	<b>37,892</b>	<b>33,199</b>
<b>Total Liabilities and Shareowners' Equity</b>	<b>\$ 101,308</b>	<b>\$ 95,057</b>

10/03

## Condensed Statements of Cash Flows (Reported)

SBC Communications Inc	Nine Months Ending	
Dollars in Millions, Increase (Decrease) in Cash and Cash Equivalents	9/30/2003	9/30/2002
<b>Operating Activities</b>		
Net Income	7,607	3,298
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities		
Depreciation and Amortization	5,925	6,440
Undistributed Earnings From Investments in Equity Affiliates	(913)	(1,400)
Provision for Uncollectible Accounts	718	1,071
Amortization of Investment Tax Credits	(28)	(26)
Deferred Income Tax Expense	1,110	829
Gain on Sale of Investments	(1,678)	(316)
Cumulative Effect of Accounting Change, Net of Tax	(2,548)	1,820
Retirement Benefit Funding	(945)	-
Changes in Operating Assets and Liabilities		
Accounts Receivable	35	(43)
Other Current Assets	(290)	250
Accounts Payable and Accrued Liabilities	1,723	(1,474)
Other - Net	(633)	293
Total Adjustments	2,476	7,444
<b>Net Cash Provided by Operating Activities</b>	<b>10,083</b>	<b>10,742</b>
<b>Investing Activities</b>		
Construction and Capital Expenditures	(3,235)	(4,998)
Investments in Affiliates	-	(138)
Purchase of Marketable Securities	(578)	-
Maturities of Marketable Securities	164	-
Purchase of Other Investments	(436)	-
Dispositions	2,855	1,166
Acquisitions	-	(571)
<b>Net Cash Provided by Investing Activities</b>	<b>(1,230)</b>	<b>(4,541)</b>
<b>Financing Activities</b>		
Net Change in Short-term Borrowings With Original Maturities of Three Months or Less	(77)	(415)
Issuance of Other Short-term Borrowings	-	4,565
Repayment of Other Short-term Borrowings	(1,070)	(7,357)
Issuance of Long-term Debt	-	1,966
Repayment of Long-term Debt	(2,826)	(865)
Purchase of Treasury Shares	(299)	(1,398)
Issuance of Treasury Shares	63	126
Dividends Paid	(3,271)	(2,660)
Other	-	7
<b>Net Cash Used in Financing Activities</b>	<b>(7,480)</b>	<b>(6,031)</b>
Net Increase in Cash and Cash Equivalents	1,373	170
Cash and Cash Equivalents Beginning of Year	3,567	703
<b>Cash and Cash Equivalents End of Period</b>	<b>4,940</b>	<b>873</b>

## Items That Affect 2003 Comparisons

Dollars in Millions

### Third Quarter 2003

- No items were identified that affected comparisons

<b>Second Quarter 2003</b>	<b>A</b>	<b>B</b>
Operating Revenues		
Operating Expenses		
Operating Income	-	-
Interest Expense		68
Equity Net Income of Affiliates		
Other Income (Expense) - Net	73	
Income Before Income Taxes	73	(68)
Income Taxes	24	22
Net Income	49	(46)

<b>First Quarter 2003</b>	<b>C</b>
Operating Revenues	
Operating Expenses	
Operating Income	-
Interest Expense	
Equity Net Income of Affiliates	
Other Income (Expense) - Net	1,574
Income Before Income Taxes	1,574
Income Taxes	519
Net Income	1,055

A - Gain on the sale of Yahoo! and BCE shares

B - Cost incurred through early extinguishment of debt

C - Gain on the sale of Cegetel

**Consolidated Segment Income and Impact of  
the 60% Proportional Consolidation of**

Dollars in Millions

<b>Fourth Quarter 2002</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>Cingular Impact</b>
Operating Revenues					2,079
Operating Expenses	(459)			(123)	1,819
Operating Income	459	-	-	123	260
Interest Expense					73
Equity Net Income of Affiliates					(102)
Other Income (Expense) - Net		(455)			(83)
Income Before Income Taxes	459	(455)	-	123	2
Income Taxes	183	(30)	280	47	2
Net Income	276	(425)	(280)	76	-
<b>Third Quarter 2002</b>	<b>E</b>	<b>F</b>	<b>Cingular Impact</b>		
Operating Revenues			2,225		
Operating Expenses		(204)	1,890		
Operating Income	-	204	335		
Interest Expense			71		
Equity Net Income of Affiliates	(326)		(181)		
Other Income (Expense) - Net			(81)		
Income Before Income Taxes	(326)	204	2		
Income Taxes	(114)	79	2		
Net Income	(212)	125	-		
<b>Second Quarter 2002</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>Cingular Impact</b>
Operating Revenues					2,207
Operating Expenses			(228)	(125)	1,810
Operating Income	-	-	228	125	397
Interest Expense					68
Equity Net Income of Affiliates	101	(148)			(242)
Other Income (Expense) - Net					(87)
Income Before Income Taxes	101	(148)	228	125	-
Income Taxes	33	(30)	76	41	-
Net Income	68	(118)	152	84	-
<b>First Quarter 2002</b>	<b>Cingular Impact</b>				
Operating Revenues	2,106				
Operating Expenses	1,729				
Operating Income	377				
Interest Expense	70				
Equity Net Income of Affiliates	(234)				
Other Income (Expense) - Net	(71)				
Income Before Income Taxes	2				
Income Taxes	2				
Net Income	-				

See next page for descriptions of the items previously

## Consolidated Segment Income and Impact of the 60% Proportional Consolidation of

Dollars in Millions

Fourth Quarter 2001	K	L	M	N	O	Cingular Impact
Operating Revenues						2,144
Operating Expenses			135	(197)	(619)	1,834
Operating Income	-	-	(135)	197	619	310
Interest Expense						59
Equity Net Income of Affiliates	49	197				(190)
Other Income (Expense) - Net	341					(59)
Income Before Income Taxes	390	197	(135)	197	619	2
Income Taxes	128		(39)	69	194	2
Net Income	262	197	(96)	128	425	-

Third Quarter 2001	P	Cingular Impact
Operating Revenues		2,186
Operating Expenses	123	1,748
Operating Income	(123)	438
Interest Expense		54
Equity Net Income of Affiliates		(321)
Other Income (Expense) - Net		(62)
Income Before Income Taxes	(123)	1
Income Taxes	(50)	2
Net Income	(73)	(1)

Second Quarter 2001	Q	R	S	Cingular Impact
Operating Revenues				2,109
Operating Expenses	315			1,655
Operating Income	(315)	-	-	454
Interest Expense				22
Equity Net Income of Affiliates				(314)
Other Income (Expense) - Net		401	(120)	(117)
Income Before Income Taxes	(315)	401	(120)	1
Income Taxes	(126)	140	(42)	1
Net Income	(189)	261	(78)	-

First Quarter 2001	T	U	Cingular Impact
Operating Revenues			1,954
Operating Expenses	526	(316)	1,647
Operating Income	(526)	316	307
Interest Expense			24
Equity Net Income of Affiliates			(213)
Other Income (Expense) - Net			(69)
Income Before Income Taxes	(526)	316	1
Income Taxes	(196)	111	2
Net Income	(330)	205	(1)

## Details of the Items Previously Excluded From Segment Income

### 2002

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- 4Q **A** - Combined charges of \$276 for enhanced pension benefits, pension settlements, severance costs and real estate costs related to force reduction programs  
**B** - Gain of (\$425) on the redemption of our interest in Bell Canada  
**C** - Tax benefit of (\$280) resulting from a restructuring of our ownership of Sterling Commerce Inc  
**D** - Charges of \$76 for our proportionate share of impairments, severance and restructuring costs at Cingular
- 3Q **E** - Equity income of (\$212) for proportionate share of the gains at TDC and Belgacom related to the disposition of their Netherlands wireless operations, net of valuation and restructuring adjustments at TDC affiliates  
**F** - Combined charges of \$125 for enhanced pension benefits and severance costs related to a force-reduction program
- 2Q **G** - Charges of \$68 representing our proportionate share of restructuring costs at Belgacom These costs were primarily related to a force reduction program  
**H** - Gain of (\$118) on the sale of a portion of our Bell Canada Holdings, Inc  
**I** - Combined charges of \$152 for enhanced pension benefits and severance costs related to a force reduction program  
**J** - Additional reserves of \$84 required by the WorldCom bankruptcy
- 1Q There were no normalizing items

### 2001

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- 4Q **K** - A charge of \$262 indicated by a transaction pending as of December 31, 2001 to reduce the direct and indirect book value of our investment in Telecom Americas  
**L** - A charge of \$197 for costs related to TDC's decision to discontinue non-wireless operations of its Talkline subsidiary and our impairment of the goodwill we allocated to that subsidiary  
**M** - Pension settlement gains of (\$96) related to management employees, primarily resulting from a fourth quarter 2000 voluntary retirement program net of costs associated with that program  
**N** - A Charge of \$128 representing a settlement agreement with the Illinois Commerce Commission related to a provision of the Ameritech merger  
**O** - Combined charges of \$425 associated with our comprehensive review of operations, which resulted in decisions to reduce workforce, terminate leases and shut down certain operations
- 3Q **P** - Pension settlement gains of (\$73) related to management employees, primarily resulting from a fourth quarter 2000 voluntary retirement program net of costs associated with that program
- 2Q **Q** - Pension settlement gains of (\$189) related to management employees, primarily resulting from a fourth quarter 2000 voluntary retirement program net of costs associated with that program  
**R** - Combined charges of \$261 in the second quarter related to valuation adjustments of Williams Communications Group and certain other cost investments accounted for under Financial Accounting Standards Board Statement No 115, "Accounting for Certain Investments in Debt and Equity Securities "  
**S** - Adjustment of (\$78) to the estimate of an allowance for a note receivable related to the sale of Ameritech's SecurityLink business
- 1Q **T** - Pension settlement gains of (\$330) related to management employees, primarily resulting from a voluntary retirement program net of costs associated with that program  
**U** - Combined charges of \$205 related to impairment of our cable business

Bond 6259875

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Southwestern Bell Communications Services Inc dba SBC Long Distance as Principal, of 5850 W Las Positas Blvd. (Street and Number)

Pleasanton (City) California 94588 (State) and the SAFECO INSURANCE COMPANY OF AMERICA

a WASHINGTON corporation, as Surety, are held and firmly bound unto the North Dakota Public Service Commission, 600 E Boulevard, Dept 408, Bismark, ND 58505-0480

, as Obligee, in the sum of Twenty Five Thousand and 00/100 ----- Dollars (\$ 25,000 00 )

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 18th day of February, 2004.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as a Telecommunications Services Provider

by the Obligee

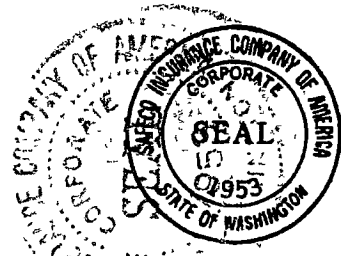
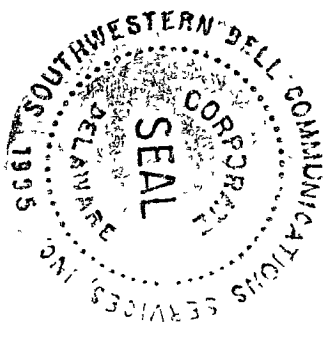
NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER.

- 1. This bond shall continue in force:
  - Until \_\_\_\_\_, \_\_\_\_\_, or until the date of expiration of any Continuation Certificate executed by the Surety
  - OR
  - Until canceled as herein provided
- 2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Southwestern Bell Communications Services Inc.  
dba SBC Long Distance

Thomas S. Clemens Principal  
Thomas S. Clemens Asst Treasurer



SAFECO INSURANCE COMPANY OF AMERICA  
By Ronald J. Walton Attorney-in-Fact



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
HOME OFFICE SAFECO PLAZA  
SEATTLE, WASHINGTON 98185

No 9672

KNOW ALL BY THESE PRESENTS

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*JULIE K LONG, RONALD J WALTON, MARK PERSSON, JIM G MCGUIRE, RICHARD T SOLT, San Antonio, Texas\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 4th day of October, 2002

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA

"Article V, Section 13 - FIDELITY AND SURETY BONDS the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking "

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof "

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18th day of February, 2004



CHRISTINE MEAD, SECRETARY

State of Texas

}ss.

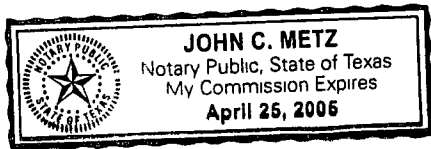
County of Bexar

On **February 18, 2004** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Ronald J. Walton**

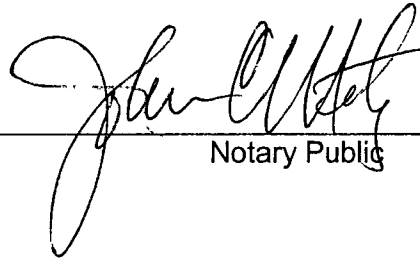
known to me to be Attorney-in-Fact of **SAFECO INSURANCE COMPANY OF AMERICA**

the corporation described in and that executed the within and forgoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and she/he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



My Commission Expires

  
Notary Public

**IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING  
THE TERRORISM RISK INSURANCE ACT OF 2002**

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of America, First National Insurance Company, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance" This means that under certain circumstances we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond The Act also establishes a \$100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond or any generally applicable rules of law

At this time there is no premium change resulting from this Act.

PU-04-83

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired</li> <li>Print your name and address on the reverse so that we can return the card to you</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits</li> </ul>	<p>A Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B Received by (Printed Name) C Date of Delivery</p> <p>D Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below</p>	
<p>1 Article Addressed to</p> <p>Andrew O Isar Miller Isar Inc 7901 Skansie Ave Ste 240 Lig Harbor Wa 98335</p>	<p>3 Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C O D</p>	
<p>2 Article Number (Transfer from service label)</p> <p>7002 2410 0003 4912 5888</p>	<p>4 Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

PU-04-83

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired</li> <li>Print your name and address on the reverse so that we can return the card to you</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits</li> </ul>	<p>A Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B Received by (Printed Name) C Date of Delivery</p> <p>D Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below</p>	
<p>1 Article Addressed to</p> <p>Andrew O Isar Miller Isar Inc 7901 Skansie Ave Ste 240 Lig Harbor Wa 98335</p>	<p>3 Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C O D</p>	
<p>2 Article Number (Transfer from service label)</p> <p>7002 2410 0003 4911 4806</p>	<p>4 Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035