

KC/MF

DOCKET NO. _____

In the Matter of **IN THE MATTER OF THE APPLICATION OF SOUTHWESTERN BELL COMMUNICATIONS SERVICES INC D/B/A SBC LONG DISTANCE FOR A CERTIFICATE OF AUTHORITY TO PROVIDE LOCAL EXCHANGE SERVICES IN SOUTH DAKOTA**

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
2/18 04	Filed and Docketed;
2/19 04	Weekly Filing;
4/20 04	Revised Tariff Pages;
4/20 04	Financial Statements;
5/27 04	Surety Rider for Bond posted in TC 97-132;
6/11 04	Order Granting COA;
6/11 04	Docket Closed.

TC 04-029

RECEIVED

FEB 18 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

MILLER
ISAR INC.
REGULATORY CONSULTANTS

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM

STACEY A. KLINZMAN

Via Overnight Delivery
February 17, 2004

Ms. Pam Bonrud, Executive Secretary
South Dakota Public Utilities Commission
State Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501

RE: Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance ("SBCS")
Application for a Certificate of Public Convenience and Necessity


Dear Ms. Bonrud:

Enclosed for filing please find an original and ten (10) copies of SBCS's Application for a Certificate of Public Convenience and Necessity to provide facilities-based and resold local exchange and exchange access telecommunications services within the State of South Dakota and proposed tariff. Also enclosed is a check in the amount of \$250.00 to cover the cost of filing.

Please acknowledge receipt of this filing by file-stamping and returning the extra 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 via the telephone or facsimile number above, or by electronic mail at sklinzman@millerisar.com.

Sincerely,

MILLER ISAR, INC.


Stacey A. Klinzman
Director - Regulatory Compliance

Enclosures

cc: Norman W. Descoteaux, Associate Director - Regulatory, Southwestern Bell Communications Services Inc.

*Returned
check
2/18/04*

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

TC 04-029

RECEIVED

FEB 18 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Application of)
Southwestern Bell Communications)
Services Inc. d/b/a SBC Long Distance)
for a Certificate of Authority to Provide)
Resold and Facilities-Based)
Local Exchange and Exchange Access)
Telecommunications Services)
in the State of South Dakota.)

Docket No. _____

APPLICATION

Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance ("Applicant" or "SBCS") hereby applies for a Certificate of Authority to provide resold and facilities-based local exchange and exchange access services within the State of South Dakota, pursuant to SDCL 49-31-3 and ARSD 20:10:32:03. Applicant obtained a Certificate of Authority to provide resold interexchange service in South Dakota on August 18, 1997 in Docket TC97-132. In support of its Application for Certificate of Authority ("Application") to provide local and exchange access services, Applicant provides the following information:

1. ARSD 20:10:32:03(1), GENERAL INFORMATION

Applicant's name, address, telephone number facsimile number, E-mail address and business type are as follows:

Southwestern Bell Communications Services Inc.
5850 W. Las Positas Blvd.
Pleasanton, California 94588
Telephone: (925) 468-6209
Facsimile: (707) 435-6640
E-mail: nd1639@camail.sbc.com

2. ARSD 20:10:32:03(2), OFFICERS AND DIRECTORS

The names and business addresses of Applicant's officers and directors are as follows:

(a) Officers:

Yno Gonzalez
President
Southwestern Bell Communications Services
Inc. d/b/a SBC Long Distance
5850 W. Las Positas Blvd.
Pleasanton, CA 94588
Telephone No.: (925) 251-7500
Facsimile No.: (707) 435-6649

William H. McCracken
Comptroller
Southwestern Bell Communications Services
Inc.
d/b/a SBC Long Distance
5850 W. Las Positas Blvd.
Pleasanton, CA 94588
Telephone No.: (925) 468-5430
Facsimile No.: (707) 435-6659

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
Telephone No.: (925) 251-7410
Facsimile No.: (707) 435-6625

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
Telephone No.: (210) 351-5961
Facsimile No.: (210) 351-3849

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
Telephone No.: (210) 351-3904
Facsimile No.: (210) 351-3968

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
Telephone No.: (210) 351-2482
Facsimile No.: (210) 228-1110

(b) Directors:

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

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

3. ARSD 20:10:32:03(3), NAME UNDER WHICH BUSINESS WILL BE CONDUCTED

Applicant will do business utilizing the fictitious, "doing business as" ("d/b/a") name of SBC Long Distance, which is registered as a fictitious name in the State of South Dakota as evidenced by documents filed in **Exhibit A**.

4. ARSD 20:10:32:03(4), CORPORATE INFORMATION

(a) Applicant does not maintain an office in South Dakota.

(b) Applicant is a wholly owned subsidiary of SBC Communications Inc.

(c) Applicant is a privately-held corporation incorporated under the laws of the State of Delaware on May 31, 1995. Applicant's Articles of Incorporation are attached as **Exhibit A**.

(d) A copy of Applicant's Certificate of Authority to transact business in South Dakota is attached as **Exhibit B**.

5. ARSD 20:10:32:03(5), TELECOMMUNICATIONS PROVISION EXPERIENCE

Applicant is currently authorized to provide resold interexchange service in all fifty (50) states. Applicant is authorized to provide resold local exchange service in New York and Oregon, and resold and facilities-based local exchange service in Colorado and Vermont. Applicant is making application for authority to provide resold and facilities-based local exchange service in thirty-seven (37) states outside of its parent corporation's (SBC Communications Inc.) service area. A list of current and pending telecommunications authorizations, indicating the types of service and the dates and nature of state or federal authorization to provide the services is attached hereto as **Exhibit C**.

6. ARSD 20:10:32:03(6), APPLICANT'S AFFILIATES, SUBSIDIARIES AND PARENT ORGANIZATIONS

(a) Affiliates

The names and addresses of Applicant's affiliates are attached hereto as **Exhibit**

D.

(b) Subsidiaries

Applicant has no subsidiaries

(c) Parent Organization

Applicant is a wholly-owned subsidiary of:

SBC Communications Inc.
175 E. Houston St., Room 7-U-30
San Antonio, Texas 78205

7. ARSD 20:10:32:03(7), DESCRIPTION OF SERVICES TO BE OFFERED AND THE MEANS BY WHICH SERVICES WILL BE PROVIDED

Applicant proposes to operate as a Competitive Local Exchange Carrier offering competitive facilities-based and non-facilities based local exchange services. Applicant's services, include, but are not limited to basic local exchange service, custom calling features, CLASS services and data services. Applicant will serve residential and business customers. A more complete listing of Applicant's proposed services may be found in Applicant's proposed local exchange tariff, attached hereto as **Exhibit G**. Applicant also proposes to provide exchange access services to interconnecting carriers pursuant to the rates, terms and conditions in an access services tariff to be filed with the Commission after Applicant's Certificate of Authority has been issued.

7. ARSD 20:10:32:03(7), DESCRIPTION OF SERVICES TO BE OFFERED AND THE MEANS BY WHICH SERVICES WILL BE PROVIDED, Continued

Applicant proposes initially to provide facilities-based local exchange services using Unbundled Network Elements - Platform (UNE-P) leased or purchased from South Dakota certificated facilities-based local exchange carriers. Applicant may further resell the local exchange services of other South Dakota certificated local exchange carriers. Initially, facilities to be used in Applicant's provision of local services will be those of its underlying carrier(s). Applicant may purchase switching equipment and network facilities, or construct network facilities in the future.

8. ARSD 20:10:32:03(8), SERVICE MAP OR NARRATIVE DESCRIPTION INDICATING WITH PARTICULARITY THE GEOGRAPHIC AREA PROPOSED TO BE SERVED

Applicant proposes to provide service throughout the area in South Dakota currently served by Qwest Communications Corporation.

9. ARSD 20:30:32:03(9), INFORMATION REGARDING TECHNICAL COMPETENCE TO PROVIDE LOCAL EXCHANGE SERVICES

(a) Description of the Education and Experience of Applicant's Senior Management

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 South Dakota. Biographies of Applicant's senior management are attached hereto as **Exhibit E**.

9. ARSD 20:30:32:03(9), INFORMATION REGARDING TECHNICAL
COMPETENCE TO PROVIDE LOCAL EXCHANGE SERVICES

(b) Information Regarding Policies, Personnel, or Arrangements Made by the Applicant Which Demonstrate Applicant's Ability to Respond to Customer Complaints and Inquiries Promptly and to Perform Facility and Equipment Maintenance Necessary to Ensure Compliance With Any Commission Quality of Service Requirements

1. Ability to Respond to Customer Complaints

Applicant's Customer Service personnel are available twenty-four (24) hours per day, seven (7) days per week to respond to Customer complaints and inquiries. Reports of network problems and repair issues may be made to the Company's toll free number, (877) 585-2220. Customer billing and service inquiries may be made to the Company's toll free number, (877) 366-3200. Applicant has operated as a resale interexchange service provider in South Dakota since 1997 and has incurred customer good will through its commitment to customer satisfaction. Applicant's records show that to date, no customer complaints have been forwarded by the Commission to the Applicant for resolution.

2. Ability to Perform Facility and Equipment Maintenance

As a UNE-P and resale-based provider of local exchange service, Applicant does not initially plan to own, operate or or maintain its own network. Thus, Applicant is dependent upon technical personnel employed by its underlying carrier(s) to provide facility and equipment maintenance necessary for compliance with Commission quality of service requirements.

10. ARSD 20:30:32:03(10), INFORMATION EXPLAINING HOW THE APPLICANT WILL PROVIDE CUSTOMER WITH ACCESS TO EMERGENCY SERVICES, OPERATOR SERVICES, DIRECTORY ASSISTANCE AND TRS

Applicant plans to contract with the LEC to provide customers with access to emergency services such as 911 or enhanced 911. Applicant plans to contract with the LEC and/or Applicant's underlying carrier(s) to provide access to operator services, interexchange service, directory assistance, and telecommunications relay services. Applicant's customers may subscribe to the interexchange carrier of their choice and will be able to access interexchange service via Applicant's underlying carrier and UNE-P networks.

11. ARSD 20:30:32:03(11), FINANCIAL INFORMATION

Applicant's financial standing is impeccable as demonstrated by the financial statements of its parent company, SBC Communications Inc., attached hereto as **Exhibit F**. As a wholly-owned subsidiary of SBC Communications Inc., and as a well established entity, Applicant imposes no financial risks to the public or interconnecting carriers. Additional SBC Communications Inc. financial information is available at http://www.sbc.com/investor_relations/.

12. ARSD 20:30:32:03(12), INTERCONNECTION INFORMATION

(a) Identity of Local Exchange Carriers with Which Applicant Intends to Connect

At this time, Applicant intends to interconnect with Qwest Communications Corporation. Applicant also may interconnect with one or more South Dakota certificated facilities-based Competitive Local Exchange Carriers.

12. ARSD 20:30:32:03(12), INTERCONNECTION INFORMATION, Continued

(b) Timing of Initiation of Interconnection Service and Timing of Negotiations

Applicant has not yet begun negotiations with any carrier(s) for interconnection, but expects to initiate negotiations within six (6) months of the granting of Applicant's Certificate of Authority. Applicant estimates that initiation of interconnection should occur within twelve (12) months of the granting of Applicant's Certificate of Authority.

13. ARSD 20:30:32:03(13), PROPOSED TARIFF

Applicant's proposed local exchange tariff is attached as **Exhibit G**.

14. ARSD 20:30:32:03(14), COST SUPPORT

Applicant expects to serve less than fifty-thousand local exchange subscribers in the State of South Dakota. Thus, no cost support information for its rates is submitted herewith.

15. ARSD 20:30:32:03(15), MARKETING PLAN

Applicant plans initially to market its services to commercial customers of SBC Communications Inc. ("SBC"), its parent company, in SBC's in-region territories that have a need for local exchange services in South Dakota. Applicant does not currently plan to engage in multi-level marketing. No brochures have been developed to assist in sales of Applicant's service.

16. ARSD 20:30:32:03(16), SERVICE IN RURAL AREAS

Applicant is not seeking authority to provide service in the service area of a rural telephone company.

17. ARSD 20:30:32:03(17), CURRENT SERVICE PROVISION AND STATEMENTS
RE: DENIAL OF SERVICE AND GOOD STANDING

A list of states where Applicant is registered or certified to provide service may be found in **Exhibit C**. Applicant has not been denied registration or certification in any state. Applicant is in good standing with the regulatory agencies in all states where it is registered or certified to provide service.

18. ARSD 20:30:32:03(18), CONTACT INFORMATION FOR COMPANY
REPRESENTATIVES FOR CONSUMER COMPLAINTS AND REGULATORY
ISSUES

All Commission inquiries and correspondence regarding customer complaint issues should be directed to:

Ann Kwong
Project Administrator - Regulatory
Southwestern Bell Communications Services Inc.
5850 W. Las Positas Blvd.
Pleasanton, CA 94588
Telephone: (800) 704-1465
Facsimile: (707) 427-7772
E-mail: regucomplaints@camail.sbc.com

All Commission inquiries and correspondence regarding on-going regulatory issues should be directed to:

Norman W. Descoteaux, Associate Director – Regulatory
Southwestern Bell Communications Services Inc.
5850 W. Las Positas Blvd., NE137
Pleasanton, CA 94588
Telephone: (925) 468- 6209
Facsimile: (707) 435-6640
E-mail: nd1639@camail.sbc.com

19. ARSD 20:30:32:03(19), BILLING AND COLLECTION OF CHARGES

Applicant will bill customers directly.

20. ARSD 20:30:32:03(20), APPLICANT'S POLICY RE: SOLICITATION OF NEW CUSTOMERS AND EFFORTS USED TO PREVENT UNAUTHORIZED SWITCHING OF CUSTOMERS BY APPLICANT, EMPLOYEES AND AGENTS

Applicant plans initially to market its services to commercial customers of SBC Communications Inc. ("SBC"), its parent company, in SBC's in-region territories that have a need for local exchange services in South Dakota. Applicant utilizes third party verification and signed Letters of Authorization to verify customer subscription to its services. In an instance where a customer claims that it did not subscribe to the Company's services, Applicant's Customer Service staff has access to tapes containing the recordings of third party verifications and Letters of Authorization and will send the appropriate customer verification or authorization to the complaining customer. Applicant's staff who are found to have switched a customer to Applicant's services without being authorized to do so are disciplined and undergo a review of customer solicitation procedures on the first instance. Personnel having repeated instances of unauthorized customer switching may be terminated from employment.

21. ARSD 20:30:32:03(21), THE NUMBER AND NATURE OF COMPLAINTS FILED AGAINST APPLICANT IN ANY STATE OR FEDERAL COMMISSION RE; UNAUTHORIZED SWITCHING OF CUSTOMER'S TELECOMMUNICATIONS PROVIDER AND THE ACT OF CHARGING CUSTOMERS FOR SERVICES NOT ORDERED

As a nationwide interexchange carrier, Applicant has more than 13 million lines PIC'd to SBCS. Applicant has not knowingly switched a customer's carrier without the customer's consent. However, even with the safeguards that SBCS has in place, there may be instances when we will be unable to locate the complete customer verification when a customer complains that they were switched to SBCS in error. We routinely review and improve our practices to minimize any situations where the customer might feel they were switched to us without their consent. Applicant has a no-tolerance policy against both slamming and cramming, and reviews complaints to take actions necessary to prevent future allegations.

When Applicant has determined that a customer was switched to SBCS and cannot locate proper customer verification information, federal and state rules are complied with to ensure the customer is returned to the carrier of their choice and is not charged for any calls placed.

Following is a summary of information filed with the FCC regarding slamming complaints for the period of July 1 through December 31, 2002. During this six-month period, SBCS received 2,917 slamming complaints (146 of these allegations were referred to Applicant by governmental agencies, the remainder were from direct customer contact). Of these allegations, 1,122 were found to be lacking sufficient customer verification (approximately .018% of the lines Pic'd to Applicant). In these cases, proper action was taken to ensure that the customer was returned to their previous carrier and was not charged for any calls placed using

21. ARSD 20:30:32:03(21), THE NUMBER AND NATURE OF COMPLAINTS FILED AGAINST APPLICANT IN ANY STATE OR FEDERAL COMMISSION RE; UNAUTHORIZED SWITCHING OF CUSTOMER'S TELECOMMUNICATIONS PROVIDER AND THE ACT OF CHARGING CUSTOMERS FOR SERVICES NOT ORDERED, Continued

SBCS. The majority of the allegations proved to be valid switches of the customer's carrier, and over 95% of the slamming complaints were resolved directly with consumers.

Applicant was the subject of an investigation in Oklahoma by the Consumer Services Division of the Oklahoma Corporation Commission ("OCC"). The investigation also included charges against six other long distance carriers. SBCS has since settled this matter with the Consumer Services Division of the OCC. The settlement order was accepted by the Administrative Law Judge and the OCC signed the final settlement order on January 23, 2003. In the settlement order, SBCS did not admit to any liability, and the settlement amount was a voluntary payment of \$10,000.00. Applicant avers to comply with federal regulation governing unauthorized customer transfers, 47 C.F.R. §64.1100 *et seq.*, and concomitant Commission regulation.

22. ARSD 20:30:32:03(22), REQUEST FOR WAIVER OF RULES

Applicant is not requesting the waiver of any Commission rules.

23. ARSD 20:30:32:03(23), FEDERAL TAX IDENTIFICATION NUMBER

Applicant's Federal Tax Identification Number is 74-2746907.

24. ARSD 20:30:32:03(24), OTHER INFORMATION

Commission approval of the instant Application will bring the following long-term benefits to the public:

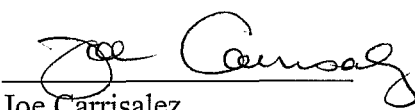
- (i) greater value to subscribers through lower-priced, better quality services;
- (ii) innovative telecommunications services;
- (iii) increased consumer choice in telecommunications service and alternative billing options;
- (iv) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services;
and
- (v) additional access revenues to local exchange providers.

[SIGNATURE NEXT PAGE]

WHEREFORE, Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance respectfully requests the South Dakota Public Utilities Commission grant it a Certificate of Public Convenience and Necessity authorizing the provision of competitive resold and facilities-based local exchange and exchange access services within the State of South Dakota.

Respectfully submitted this 10th day of February 2004.

Southwestern Bell Communications Services Inc.

By: 
Joe Carrisalez
Executive Director - Regulatory
5850 W. Las Positas Blvd.
Pleasanton, CA 94588
Tel. No.: (925) 468-5128
Fax. No.: (707) 435-6623

Miller Isar, Inc.
7901 Skansie Ave., Suite 240
Gig Harbor, Washington 98335
(253) 851-6700

Applicant's Regulatory Consultants

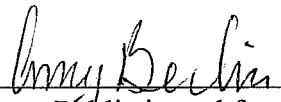
VERIFICATION OF APPLICANT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

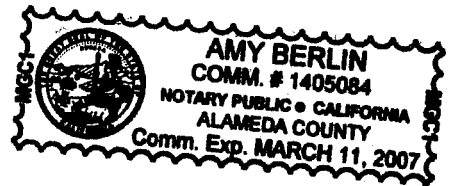
I, Joe Carrisalez, being first duly sworn and deposed, state that I am Executive Director – Regulatory of Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance, the Applicant in the proceeding entitled above, that I have read the foregoing application and know the contents thereof, and as to those matters that are therein stated on belief, I believe them to be true.


Joe Carrisalez
Executive Director - Regulatory
Southwestern Bell Communications Services Inc.

Subscribed and sworn to before me this 10th day of FEBRUARY, 2004.


Notary Public in and for the State of California,
residing at: 1047 Paseo Laguna Seco
LIVERMORE, CA 94551

My Commission expires: 3/11/2007



BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Application of)
Southwestern Bell Communications)
Services Inc. d/b/a SBC Long Distance)
for a Certificate of Authority to Provide)
Resold and Facilities-Based)
Local Exchange and Exchange Access)
Telecommunications Services)
in the State of South Dakota.)

Docket No. _____

LIST OF EXHIBITS

- | | |
|-----------|--|
| EXHIBIT A | ARTICLES OF INCORPORATION AND
EVIDENCE OF TRADE NAME REGISTRATION |
| EXHIBIT B | CERTIFICATE OF AUTHORITY |
| EXHIBIT C | LIST OF CURRENT AND PENDING
TELECOMMUNICATIONS AUTHORIZATIONS |
| EXHIBIT D | AFFILIATES |
| EXHIBIT E | SENIOR MANAGEMENT BIOGRAPHIES |
| EXHIBIT F | SBC COMMUNICATIONS INC.'S FINANCIAL
INFORMATION |
| EXHIBIT G | PROPOSED LOCAL EXCHANGE TARIFF |

EXHIBIT A

**ARTICLES OF INCORPORATION AND
EVIDENCE OF TRADE NAME REGISTRATION
(Attached)**

Delaware

PAGE 1

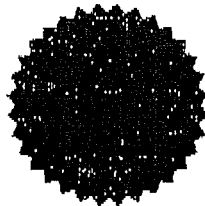
The First State

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 05/31/1996
120050 - 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.



STATEMENT

RE: Use of Fictitious Name in Business

The undersigned hereby state(s) that he/they will conduct or operate a business in the state of South Dakota under the firm name and style of SBC Long Distance

that the main office of said business is at 5850 W. Las Positas Blvd. Pleasanton CA 94588

and that the name, post office address and residence address of each person owning or having an interest in said business are as follows:

Name	Post Office Address	Residence Address
<u>Southwestern Bell</u>	<u>5850 W. Las Positas Blvd.</u>	<u>same</u>
<u>Communications Services, Inc.</u>	<u>Pleasanton CA 94588</u>	

Dated this 15th day of May A.D. 2000

Bruce Ramsey

STATE OF)
COUNTY OF) SS

Bruce Ramsey, Secretary

being first duly sworn, says that he/they has/have read the foregoing statement and know(s) the contents thereof and that the same is true.

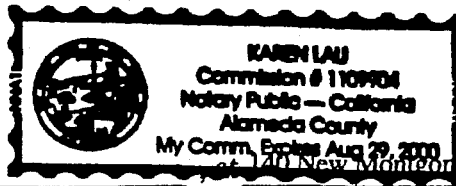
Subscribed and sworn to before me

this 15th day of May

JAN

Kernahan

Notary Public



This statement was prepared by Hilary Morgan at 170 New Montgomery St. Room 1005
San Francisco CA 94105, Tel. 415-836-1428

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)

State of South Dakota



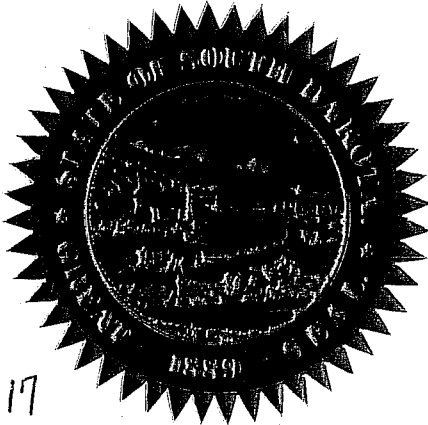
OFFICE OF THE SECRETARY OF STATE

Department of State

United States of America, }
 }
State of South Dakota }

Secretary's Office

This is to certify that the attached instrument of writing is a true, correct and examined copy of the Articles of Incorporation and Amendments for **SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.** filed in this office on **October 9, 1996** until present.



Fees, \$ 17

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the state of South Dakota at the city of Pierre, the capital, on November 24, 2003.

Chris Nelson

Chris Nelson
Secretary of State

State of South Dakota

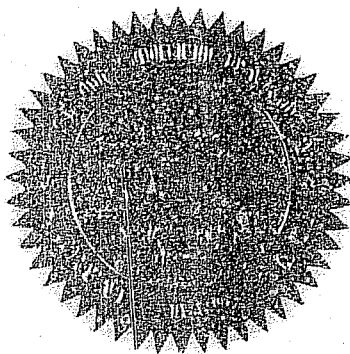


OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC. (DB) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state under the name of SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this October 9, 1996.

JOYCE HAZELTINE
Secretary of State

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL
PIERRE, S.D. 57501-5077
605-773-4845
FAX (605) 773-4860

APPLICATION FOR CERTIFICATE OF AUTHORITY

RECEIVED

OCT 09 1996

Pursuant to the provisions of SDCL 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

(1) The name of the corporation is Southwestern Bell Communications Services, Inc.
(Exact corporate name)

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is

(3) State where incorporated Delaware Federal Taxpayer ID# 14-2740907

(4) The date of its incorporation is May 31, 1995 and the period of its duration is Perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is
1209 Orange Street, Wilmington, Delaware Zip Code 19801

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is c/o C T Corporation System, 319 S. Coteau Street, Pierre, South Dakota Zip 57501
and the name of its proposed registered agent in the State of South Dakota at that address is
C T Corporation System

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: to provide Telecommunication services, more specifically, as a calling card service provider.

(8) The names and respective addresses of its directors and officers are:

Name	Officer Title	Street Address	City	State	Zip
See attached list of directors and					

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>1,000</u>	<u>Common</u>	<u>(No series)</u>	<u>\$1.00</u>

(10) The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
1,000	Common	(No series)	\$1.00

(11) The amount of its stated capital is \$ 1,000

(12) This application is accompanied by a CERTIFICATE OF FACT duly acknowledged by the secretary of state or other officer having custody of corporate records in the state or country under whose laws it is

(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT.

Dated Oct 1 1996

Van H. Taylor
(Signature) Van H. Taylor
President
(Title)

State of Texas
County of Wichita

On this 1st day of October, 1996, before me Van H. Taylor personally appeared Van H. Taylor, known to me, or proved to me, to be the President of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed same.

My commission expires
Notarial Seal 

Midge Dockery
(Notary Public)

The consent of Appointment below must be signed by the registered agent

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, G T Corporation System, hereby give my consent to serve as the
(name of registered agent)

registered agent for Southwestern Bell Communications Services, Inc.
(corporate name)

Dated 19 By G T CORPORATION SYSTEM
(signature of registered agent)

Appendix to South Dakota
Application for Certificate of Authority

**Directors and Officers of
Southwestern Bell Communications Services, Inc.**

1. J. Cliff Eason, Director
15660 Dallas Parkway
Dallas, Texas 75248
2. James W. Callaway, Director
175 E. Houston
San Antonio, Texas 78205
3. Charles E. Foster, Director
175 E. Houston
San Antonio, Texas 78205
4. James S. Kahan, Director
175 E. Houston
San Antonio, Texas 78205
5. Van H. Taylor, President and Director
9505 Arboretum Blvd.
Austin, Texas 78759
6. Stan Sigman, Director
17330 Preston Rd., Suite 100A
Dallas, Texas 75232
7. Timothy P. Leahy, Secretary and Attorney and Director
175 E. Houston
San Antonio, Texas 78205
8. Lowery Harper, Vice President-Operations
1651 N. Collins, Suite 220
Richardson, Texas 75080
9. John J. Stephens, Vice President-Taxes
175 E. Houston
San Antonio, Texas 78205
10. Karol M. Sweitzer, Vice President and Chief Financial Officer
1651 N. Collins, Suite 220
Richardson, Texas 75080
11. Charles P. Allen, Treasurer
175 E. Houston
San Antonio, Texas 78205
12. Michael B. Olson, Assistant Treasurer
175 E. Houston

Appendix to Application for Certificate of Authority (cont)

San Antonio, Texas 78205

13. Nancy J. Penrod, Assistant Secretary
175 E. Houston
San Antonio, Texas 78205

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF SEPTEMBER, A.D. 1996.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Edward J. Freel
Edward J. Freel, Secretary of State

2511836 8300

960273920

ASSIGNMENT

DATE

8113580

09-20-96

Receipt No: 574140, 574142

File Number: FBO19398

CERT OF AUTHORITY

For

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC. (DE)

File at the request of:

C T CORPORATION SYSTEM
GENE MAYER
PO BOX 280
PIERRE SD 57501

STATE OF SOUTH DAKOTA

SS.

OFFICE OF THE SECRETARY OF STATE

Filed in the office of Secretary of State on

Date October 9, 1996

Joyce Hazeltine
Secretary of State

Fee Received \$40

1,000 CM @ \$1.

SOS CRP 491 10/93

EXHIBIT C

LIST OF CURRENT AND PENDING TELECOMMUNICATIONS AUTHORIZATIONS
(Attached)

SOUTHWESTERN BELL COMMUNICATIONS SERVICES INC.
D/B/A SBC LONG DISTANCE
IXC and Local* Authority Information

Company is authorized to provide resold interexchange service in all fifty (50) states and is making application for authority to provide resold and facilities-based local exchange service in thirty-seven (37) states outside of SBC Communications Inc.'s local service area.

<i>States</i>	<i>Date Authorized</i>
Alabama	08/18/97
Alaska	3/17/98
Alaska*	Pending – Filed 1/8/04
Arizona	11/23/98
Arizona*	Pending – Filed 11/21/03
Arkansas	11/8/01
California	2/4/99
Colorado	7/8/97
Colorado*	2/5/04
Connecticut	2/19/03
Delaware	5/27/97
District of Columbia*	Pending – Filed 1/29/04
Florida	8/12/97
Florida*	Pending – Filed 2/3/04
Georgia	1/20/98
Hawaii	7/28/97
Hawaii*	Pending – Filed 12/4/03
Idaho	5/1/97
Illinois	6/18/03
Indiana	10/08/03
Iowa	2/19/97
Iowa*	Pending – Filed 12.12.03
Kansas	6/27/97

*Indicates that local authority has been granted in addition to IXC authority or that local authority is pending.

SOUTHWESTERN BELL COMMUNICATIONS SERVICES INC.
D/B/A SBC LONG DISTANCE
IXC and Local* Authority Information

<i>States</i>	<i>Date Authorized</i>
Kentucky	8/2/97
Louisiana	1/27/98
Louisiana*	Pending – filed 12/22/03
Maine	7/10/97
Maryland	10/30/96
Maryland*	Pending – filed 1/14/04
Massachusetts	10/31/96
Michigan	11/4/02
Minnesota	8/13/97
Mississippi	8/21/97
Missouri	12/7/01
Montana	6/24/97
Nebraska	7/28/97
Nevada	11/29/01
New Hampshire	2/25/97
New Hampshire*	Pending – filed 2/3/04
New Jersey	2/12/97
New Mexico	12/24/97
New Mexico*	2/12/04
New York*	Resale - 1/2/97 Facilities- based pending – filed 2/4/04
North Carolina	6/4/97

*Indicates that local authority has been granted in addition to IXC authority or that local authority is pending.

SOUTHWESTERN BELL COMMUNICATIONS SERVICES INC.
D/B/A SBC LONG DISTANCE
IXC and Local* Authority Information

<i>States</i>	<i>Date Authorized</i>
North Dakota	7/30/97
Ohio	10/23/03
Oklahoma	6/30/97
Oregon*	9/17/02
Pennsylvania	9/17/97
Rhode Island	2/13/97
South Carolina	1/26/98
South Carolina*	Pending – filed 12/18/03
South Dakota	8/18/97
Tennessee	7/9/97
Texas	7/6/00
Utah	2/12/97
Vermont	7/1/97
Vermont*	1/14/04
Virginia	11/12/97
Washington	6/25/97
West Virginia	2/24/97
West Virginia*	Pending – filed 12/19/03
Wisconsin	7/10/2003
Wyoming	6/21/97
Wyoming*	Pending – filed 2/16/04

* Indicates that local authority has been granted in addition to IXC authority or that local authority is pending.

EXHIBIT D

AFFILIATES
(Attached)

SOUTHWESTERN BELL COMMUNICATIONS SERVICES INC.

Affiliates providing telecommunications services

<u>Company</u>	<u>Address</u>
Ameritech Advanced Data Services of Illinois, Inc.	2000 W. Ameritech Center Drive Hoffman Estates, IL 60196-1025
Ameritech Advanced Data Services of Indiana, Inc.	2000 W. Ameritech Center Drive Hoffman Estates, IL 60196-1025
Ameritech Advanced Data Services of Michigan, Inc.	2000 W. Ameritech Center Drive Hoffman Estates, IL 60196-1025
Ameritech Advanced Data Services of Ohio, Inc.	2000 W. Ameritech Center Drive Hoffman Estates, IL 60196-1025
Ameritech Advanced Data Services of Wisconsin, Inc.	2000 W. Ameritech Center Drive Hoffman Estates, IL 60196-1025
Ameritech Payphone Services, Inc.	225 W. Randolph Street Chicago, IL 60606
Illinois Bell Telephone Company	225 W. Randolph Street Chicago, IL 60606
Indiana Bell Telephone Company, Incorporated	240 N. Meridian Street Indianapolis, IN 46204
Michigan Bell Telephone Company	444 Michigan Avenue Detroit, MI 48226
Nevada Bell Telephone Company	645 E. Plumb Lane Reno, NV 89502
Pacific Bell Information Services	3401 Crow Canyon Road San Ramon, CA 94583
Pacific Bell Telephone Company	140 New Montgomery Street San Francisco, CA 94105
SBC Advanced Solutions, Inc.	175 East Houston Street San Antonio, TX 78205
SBC DataComm, Inc.	225 W. Randolph Street, 23-C Chicago, IL 60606
SBC Telecom, Inc.	175 East Houston Street

SOUTHWESTERN BELL COMMUNICATIONS SERVICES INC.

Affiliates providing telecommunications services

<u>Company</u>	<u>Address</u>
	San Antonio, TX 78205
SNET America, Inc.	127 Washington Avenue North Haven, CT 06067
SNET Diversified Group, Inc.	310 Orange Street New Haven, CT 06510
Southwestern Bell Telephone, L.P.	One SBC Plaza 208 S. Akard Dallas, TX 75202
The Ohio Bell Telephone Company	45 Erieview Plaza Cleveland, OH 44144
The Southern New England Telephone Company	310 Orange Street New Haven, CT 06510
The Woodbury Telephone Company	299 Main Street South Woodbury, CT 06789
Wisconsin Bell, Inc.	722 N. Broadway Milwaukee, WI 53202

EXHIBIT E

SENIOR MANAGEMENT BIOGRAPHIES

(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 South 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 F

SBC COMMUNICATIONS INC. FINANCIAL INFORMATION
(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%
Total Operating Revenues	11,903	10,522	10,843	10,556	11,217	10,333	10,204	10,239
Percent Change		-6.0%	-5.5%	-6.9%	-5.8%	-1.8%	-5.9%	-3.0%
Operating Expenses								
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
Total Operating Expenses	9,669	8,340	8,679	8,527	8,970	8,435	8,455	8,629
Operating Income	2,234	2,182	2,164	2,029	2,247	1,898	1,749	1,610
Interest Expense	338	350	340	356	336	317	375	280
Equity in Net Income of Affiliates	144	437	450	729	305	365	471	337
Other Income (Expense) - Net	(83)	158	357	139	641	1,717	227	148
Income Before Income Taxes, Extraordinary Loss and Cumulative Effect of Accounting Change	1,957	2,427	2,631	2,541	2,857	3,663	2,072	1,815
Income Taxes	771	800	849	832	503	1,208	684	599
Income Before Extraordinary Loss and Cumulative Effect of Accounting Change	1,186	1,627	1,782	1,709	2,354	2,455	1,388	1,216
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	-	-
Net Income (Loss)	\$ 1,186	\$ (193)	\$ 1,782	\$ 1,709	\$ 2,354	\$ 5,003	\$ 1,388	\$ 1,216
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 ¹	6.4	7.9	8.6	8.2	9.6	12.5	6.6	7.5	
Net Cash Flow to Average Total Debt ²	17.5%	12.3%	12.0%	11.5%	19.9%	8.6%	8.3%	10.3%	
Funds From Operations Interest Coverage ³	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 ⁴

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 ⁵

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
Total Revenues	\$ 7,109	\$ 6,996	\$ 7,211	\$ 7,395	\$ 7,515	\$ 7,601	\$ 8,794	\$ 8,659

SBC's Proportionate Interest of SBC International's Affiliates ⁵

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
Total Revenues	\$ 1,232	\$ 1,163	\$ 1,212	\$ 1,261	\$ 1,291	\$ 1,320	\$ 1,456	\$ 1,462

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

Assets		
Current Assets		
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
Total Current Assets	14,890	14,089
Property, Plant and Equipment - at Cost	132,637	131,755
Less: Accumulated Depreciation and Amortization	80,654	83,265
Property, Plant and Equipment - Net	51,983	48,490
Goodwill - Net	1,622	1,643
Investments in Equity Affiliates	11,800	10,470
Notes Receivable From Cingular Wireless	5,885	5,922
Other Assets	15,128	14,443
Total Assets	\$ 101,308	\$ 95,057
Liabilities and Shareowners' Equity		
Current Liabilities		
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
Total Current Liabilities	15,719	14,683
Long-Term Debt	16,357	18,536
Deferred Credits and Other Noncurrent Liabilities		
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
Total Deferred Credits and Other Noncurrent Liabilities	31,340	28,639
Shareowners' Equity		
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)
Total Shareowners' Equity	37,892	33,199
Total Liabilities and Shareowners' Equity	\$ 101,308	\$ 95,057

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

Operating Activities

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
Net Cash Provided by Operating Activities	10,083	10,742

Investing Activities

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)
Net Cash Provided by Investing Activities	(1,230)	(4,541)

Financing Activities

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
Net Cash Used in Financing Activities	(7,480)	(6,031)
Net Increase in Cash and Cash Equivalents	1,373	170
Cash and Cash Equivalents Beginning of Year	3,567	703
Cash and Cash Equivalents End of Period	4,940	873

Items That Affect 2003 Comparisons

Dollars in Millions

Third Quarter 2003

- No items were identified that affected comparisons.

Second Quarter 2003	A	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)

First Quarter 2003	C
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

Fourth Quarter 2002	A	B	C	D	Cingular Impact
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	-

Third Quarter 2002	E	F	Cingular Impact
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	-

Second Quarter 2002	G	H	I	J	Cingular Impact
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	-

First Quarter 2002	Cingular Impact
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

- 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

- 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.

EXHIBIT G

TARIFF
(Attached)

SOUTHWESTERN BELL COMMUNICATIONS SERVICES INC.

D/B/A SBC LONG DISTANCE

RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING

LOCAL EXCHANGE SERVICES TARIFF

WITHIN THE STATE OF SOUTH 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 South Dakota. This tariff is on file with the South Dakota Public Utilities 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: February 18, 2004

Effective: _____

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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.

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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

Issued: February 18, 2004

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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.i
- 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 South Dakota Public Utilities 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.

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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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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Effective: _____

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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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Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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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Effective: _____

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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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Effective: _____

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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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Effective: _____

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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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Effective: _____

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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 pursuant to Commission Rule 20:10:09:03:

1. An Applicant is indebted to the Company for past bills incurred and refuses to liquidate the debt;
2. An Applicant refuses to pay a reasonable deposit, advance payment, or installation charge;
3. An Applicant, although not personally liable to the Company, is attempting to return service to an indebted household and no attempts are forthcoming to liquidate the debt of that household;
4. An Applicant is unwilling to provide correct information about any of the following:
 - a. Past telecommunications service;
 - b. Previous employment; or
 - c. Previous address;
5. An Applicant is in violation of governmental or Company rules concerning evasion of payment, use of service for unlawful purposes, annoyance of other patrons, or interference with or destruction of service facilities;
6. An Applicant refuses to pay undisputed telecommunications charges owed to an interstate carrier, except for pay-per-call services, for whom the Company is acting as a billing agent; or
7. An Applicant fails to provide reasonable and legal means of identification.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.1. Application for Service/Service Order, Continued

D. The Company may not refuse service for any of the following reasons pursuant to Commission Rule 20:10:09:04:

1. Refusal to liquidate a debt to another utility, a debt for another class of service, or a debt for other bills not based on filed rates or charges except as provided in section 2.5.1.C.6
2. Nonpayment of calls reasonably traced to an Applicant if the Applicant is not liable;
3. Nonpayment of a bill for which the Applicant is a guarantor unless the guarantor is legally liable for a particular bill and has dishonored the obligation to pay;
4. The request for service is for a dwelling at which the former occupant was delinquent; or
5. The Applicant is living with someone indebted to the Company, except in the instance described in section 2.5.1.C.3

In any of these situations, however, if Company has a telecommunications bill payment history to measure or a clearly traced toll experience to consider, it may require a deposit in conformance with section 2.5.2.F.

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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. Pursuant to Commission Rule 20:10:08:04, the Company will determine the credit standing of an Applicant for service based on the information about the Applicant's prior telecommunications bill payment history if the Applicant has had service before or based on toll charges reasonably traced to the Applicant but placed from the telephone of another if the Applicant has not had service before. Such information will be the major factor in decisions regarding satisfactory or unsatisfactory credit and deposit amounts.
- D. If an Applicant for service has no telecommunications credit history, the Company may, with notice to the Applicant, determine the credit standing of the Applicant based on other information about the Applicant's other utility bill payments or credit history, including reports from consumer reporting agencies subject to the federal Fair Credit Reporting Act, 15 U.S.C. Commission Rule 1681 et seq (October 26, 1970). The Company may use employment information to verify names and past addresses of a service Applicant.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.2. Establishment of Credit, Continued

E. Pursuant to Commission Rule 20:10:08:05, following are the categories of credit for Applicants with past telecommunications service histories, and their definitions.

1. Satisfactory credit: is defined for the purpose of these rules as no disconnections for nonpayment in the most recent year of telecommunications service and fewer than three disconnection notices in the most recent year of service.
2. Unsatisfactory credit: is defined as one or more disconnections in the most recent year of telecommunications service or three or more disconnection notices in the most recent year of service.

F. Pursuant to Commission Rule 20:10:08:03, to establish or reestablish satisfactory credit, the Company may request that an Applicant for service or a Customer:

1. Make a cash deposit or increase a deposit;
2. Be placed on an early payments list in accordance with Commission Rule 20:10:08:08; or
3. Be placed on toll-restricted service.

The Company will give notice at least 15 days before the day a deposit or early payment is required. A Customer who does not pay a bill in full must be willing to enter into an agreement to liquidate the debt.

The Company will inform each Customer of this rule at the inception of service and in any disconnection notices to enable the Customer to avoid disconnection and payment of an additional deposit.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.2. Establishment of Credit, Continued

- G. 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.

- H. 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.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.3. Advance Payments

Pursuant to Commission Rule 20:10:08:06, in lieu of a deposit, the Company may accept an Advance Payment. 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.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.4. Deposits

Pursuant to Commission Rule 20:10:08:05, no deposit may be required by the Company if an Applicant for service or an existing subscriber exhibits satisfactory credit as defined in section 2.5.2.E

A. Amount of Deposit for Customers with Unsatisfactory Credit

The deposit for Customers with unsatisfactory credit may be no more than the estimated cost of service for two months. The estimate will be based on past telecommunications bill information and computed by multiplying the average monthly bill over the past 12 months times two. If bills for at least 12 months are not available, the Company may use the bills that are available. If a subscriber is unable to pay the full amount of the deposit, the Company will accept payment of the deposit in installments over not more than three months.

B Alternates to Deposit

In lieu of a deposit, the Company may accept an Advance Payment, pursuant section 2.5.3 of this Tariff, or a guarantor or may provide toll-restricted service. The Company will inform the subscriber of the option of receiving toll-restricted service in lieu of paying a deposit.

If the subscriber chooses toll-restricted service and pays bills for service for 12 consecutive months without having service disconnected for nonpayment and without receiving three or more disconnection notices, the Company will offer the subscriber full service.

Pursuant to Commission Rule 20:10:08:08, early payment of bills may be required in lieu of a deposit. Early disconnection after early billing is proper if a subscriber fails to pay within the shorter payment period of ten days. However, placement on an early payment list may only apply to those from whom the Company may require a deposit according to Commission Rules, and such placement will end when an Applicant or subscriber establishes credit that would under Commission Rule 20:10:08:12 result in the return of a deposit.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.4. Deposits, Continued

C. Deposit Policy for Applicants with No Past Service

Pursuant to Commission Rule 20:10:08:06, if an Applicant claims no past service, the Company has no information to dispute this claim, and the Company can establish through readily available credit information that the Applicant is a high credit risk the Company may require a deposit based on the average cost of service for two months or \$130, whichever is less, payable in up to three monthly installments. The Company may require a \$25 deposit from an Applicant with no past service if the Company cannot establish through available credit information any credit risk.

D. Deposit if Applicant has Past Experience Without Liability

Pursuant to Commission Rule 20:10:08:07, in setting a deposit, the Company may consider the toll experience of an Applicant to whom toll expenses have been reasonably traced but who has not been liable. In this case, the Company may move from no deposit or the \$130 deposit as set forth in sections 2.5.4. B and 2.5.4.C above to a charge that reasonably reflects two months' estimated billing calculated by the method described for the deposit for unsatisfactory credit in section 2.5.2.E above. The Company will inform the Applicant of the option of receiving toll-restricted service in lieu of paying a deposit. If the Applicant chooses toll-restricted service and pays bills for service for 12 consecutive months without having service disconnected for nonpayment and without receiving three or more disconnection notices, the Company will offer the Applicant full service.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.4. Deposits, Continued

H. Interest on Deposits

Pursuant to Commission Rule 20:10:08:10, the Company will pay interest on a deposit at the rate of 7 percent per annum. Any change in the rate set by this rule will affect only those deposits accepted after the change. Interest will accrue from the day of acceptance of the deposit and will be available annually upon demand of the subscriber. The Company will not be required to pay interest on a deposit for the 90-day period following disconnection of service, if during such period the Company has made a reasonable effort to refund the deposit. Thereafter, an unclaimed deposit plus accrued interest will be credited to an appropriate account.

I. 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.

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2. REGULATIONS, Continued

2.5. Establishment of Service, Continued

2.5.4. Deposits, Continued

J. Refund of Deposits

1. Refund Upon Disconnection

Pursuant to Commission Rule 20:10:08:11, after disconnection of service and receipt of the final payment, the Company will promptly and automatically refund the subscriber's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills for service furnished by the Company. A transfer of service from one premise to another within the service area of the Company will not be deemed a disconnection within the meaning of this chapter, and will not necessitate the payment of a second deposit unless a final bill has been issued at the first address.

2. Refund During Service

Pursuant to Commission Rule 20:10:08:12, when the subscriber has paid bills for service for 12 consecutive months without having service disconnected for nonpayment and without receiving three or more disconnection notices, the Company will promptly and automatically refund the deposit plus accrued interest to the Customer in the form of cash or credit to the subscriber's bill. The subscriber will choose the form of the refund.

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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.

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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:

South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

Telephone: (800) 332-1782
TTY (800) 877-1113

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

2.10.1. Nonpayment of Past-Due Bills as Reason for Disconnection

Pursuant to Commission Rule 20:10:10:03, the following conditions will all be satisfied before Company may disconnect a subscriber for nonpayment of a past-due bill:

- A. The subscriber is liable by contract for the class and place of service which is about to be disconnected and for which payment is past due;
- B. The subscriber has received a payment period of not less than 15 days from billing transmittal to due date and an additional payment period of not less than 5 days during which the particular bill has been owing or a shorter payment period if the subscriber has been placed on an early payments list in accordance with Commission Rules and Section 2.5.4(B) of this Tariff. The requirement for the payment period is waived in cases of subscriber fraud or illegal use or it is clear that the subscriber is preparing to leave without paying a past-due bill;
- C. The subscriber has received written notice of the Company's intention to disconnect, which the Company has either mailed or delivered to the address to which bills are customarily sent or the address where the service is provided. In the case of a subscriber's first disconnection, the Company shall provide notice by telephone, certificate of mailing, or visit.
- D. The subscriber, especially if the subscriber claims inability to pay or extenuating circumstances, is unwilling to enter into an agreement with the Company to begin liquidating the debt; and
- E. There is no bona fide and just dispute surrounding the bill. A dispute is not considered bona fide and just if a subscriber does not pay the undisputed portion of a bill and does not, within 10 days after notice of the subscriber's right to do so, contact the commission about the unresolved dispute.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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2. REGULATIONS, Continued

2.10. Cancellation of Service by Company, Continued

2.10.4 Other Reasons for Disconnection.

Pursuant to Commission Rule 20:10:10:04, the Company may disconnect a subscriber for any of the following reasons:

- A. Violation of governmental or Company rules set forth in section 2.5.1.C.5. Before disconnecting the subscriber, the Company will inform the subscriber of the violation by telephone or by mail;
- B. Failure to comply with an agreement to liquidate a continuing debt as described in section 2.10.1.D. Before disconnecting the subscriber, the Company will attempt to inform the subscriber of its intent to disconnect by telephone or mail;
- C. Failure to pay an increased deposit as described in section 2.5.2.F. Before disconnecting the subscriber, the Company will attempt to inform the subscriber of its intent to disconnect by telephone or mail;
- D. Failure to pay an undisputed bill for telecommunications charges owed to an interstate carrier, except for pay-per-call charges, for the Company is acting as a billing agent. Before disconnecting the subscriber, the Company will comply with the requirements in section 2.10.1 of this Tariff.

2.10.5 Requirements for Notice of Disconnection.

Pursuant to Commission Rule 10:10:10:05, the notice of disconnection sent to a subscriber shall contain a specific explanation of the following:

- A. The particular ground upon which the proposed disconnection is based;
- B. The Company's intention to disconnect service unless the subscriber takes corrective action;
- C. The corrective action which the Customer must take to avoid disconnection.

Issued: February 18, 2004

Effective: _____

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2. REGULATIONS, Continued

2.10. Cancellation of Service by Company, Continued

2.10.6 Disconnection Times Prohibited

Pursuant to Commission Rule 20:10:10:06, service may not be disconnected on any Saturday, Sunday, or legal holiday or at any other time that the Company's business offices are not open to the public.

2.10.7 Last-Minute Payments

Pursuant to Commission Rule 20:10:10:07, the subscriber has the right to pay any delinquent bill at any time prior to disconnection in order to preserve uninterrupted service. If a Company representative is offered payment but does not have the authority to collect bills, the representative shall contact a Company representative who is authorized to receive such payment and service shall not be disconnected.

2.10.8 Early Disconnection

Pursuant to Commission Rule 20:10:10:08 when a subscriber has accrued an extraordinarily high telecommunications bill for which the subscriber's deposit does not furnish adequate security as required by NON PAYMENT OF PAST DUE BILLS AS REASON FOR DISCONNECTION SECTION OF THIS TARIFF, the Company may disconnect service before the regular 15-day payment period after giving the subscriber notice and an opportunity to pay the bill.

Issued: February 18, 2004

Effective: _____

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2. REGULATIONS, Continued

2.10. Cancellation of Service by Company, Continued

2.10.9 Insufficient Reasons for Disconnection

Pursuant to Commission Rule 20:10:10:10, the Company may not disconnect service to a subscriber solely on the following grounds:

- A. Failure of the subscriber to pay for merchandise, pay-per-call charges, or special services purchased from the Company. Special services do not include charges for telephone installations or moves or other acts performed in accordance with tariff filings;
- B. The subscriber's failure to pay for a different class of telecommunications service received at a different location; or
- C. The subscriber's failure to pay a bill for which the subscriber is a guarantor.

2.11. Reconnection of Customer's Service

Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between the Company and the Customer or Applicant over the disconnection.

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

Issued: February 18, 2004

Effective: _____

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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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Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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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Effective: _____

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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 (1/30th) 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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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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Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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 <u>Hour*</u>	Each Add'l <u>Half Hour*</u>
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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Effective: _____

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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

Issued: February 18, 2004

Effective: _____

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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

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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4. LOCAL EXCHANGE SERVICES, Continued

4.2. General Regulations

4.2.1. Service Area

- A. Exchange access services are provided, subject to availability of facilities and equipment, in areas currently 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 Qwest’s exchanges as set forth in its Exchange and Network Services Tariff, Section 5.
- B. Local Calling Areas whose Premises are located in the exchanges served by Qwest will be the same as Qwest’s local calling areas.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

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4. LOCAL EXCHANGE SERVICES, Continued

4.5. Business Service Offerings

4.5.1. SBC Phone Solution for Business:^{1,4,5} 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 ²	Call Waiting/Cancel Call Waiting ²
Call Blocker ²	Call Waiting ID ²
Call Forwarding ²	Caller ID Name and Number ²
Call Forward/Busy Line-Don't Answer ²	Local Usage (Business) ³
Call Forwarding-Selective ²	Message Waiting Indicator ²
Call Return ²	Priority Call ²
Call Trace	Three-Way Calling ²

4.5.2. SBC Multi-Line for Business:^{1,2,4,5} 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 ²	<u>Choice between</u> : ²
Local Usage (Business) ³	Series Completion Hunting or
Three-Way Calling ²	Circular Hunting

¹ May be ordered in quantities greater than one.

² May not be available in all areas.

³ As described in 4.8.1.

⁴ May be used as an Access Advantage Plus Line, as described in 4. 5.

⁵ The Customer may elect to deactivate any of the features; however, the rate will remain the same.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

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

4.5.7. Basic Business Line⁵: 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.

¹ Available as an additional option with SBC Phone Solution for Business.

² Available as an additional option with SBC Multi-Line for Business.

³ Available as an additional option with SBC Multi-Line for Business when not selected under 4.5.2.

⁴ Available as an option with Basic Business Line.

⁵ May not be available in all areas.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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4. LOCAL EXCHANGE SERVICES, Continued

4.6. Residence Service Offerings

4.6.1. SBC Phone Solution for Residence:¹ 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 ²	Call Waiting ID ²
Auto Redial ²	Call Waiting/Cancel Call Waiting ²
Call Blocker ²	Caller ID Name and Number ²
Call Forwarding – Selective ²	Local Usage (Residence)
Call Forwarding ²	Message Waiting Indicator ²
Call Forwarding/Busy Line-Don't Answer ²	Priority Call ²
Call Return ²	Speed Calling 8 ²
Call Trace	Three-Way Calling ²

4.6.2. SBC Multi-Line for Residence:² 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:² 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 ³	Call Forwarding-Busy Line ^{3,4}
SBC Multi-Line for Residence ³	Call Forwarding-Don't Answer ^{3,4}
Remote Access to Call Forwarding ³	International Call Blocking ^{3,4}
Toll Restriction ^{3,4}	

¹ The Customer may elect to deactivate any of the features, however, the rate will remain the same.

² May not be available in all areas.

³ Available as an additional option with SBC Phone Solution for Residence.

⁴ Available as an additional option with SBC Multi-Line for Residence.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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> ² per line	36.00	50.00
C. <u>Basic Business Line</u> ¹ per line	29.00	50.00
D. <u>Local Usage (Business)</u> , ² per line/channel ²	0.00	0.00

¹ May not be available in all areas.

² No Charge (unlimited)

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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)¹: 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

¹ May not be available in all areas.

² This charge applies per occurrence. No monthly rate applies.

Issued: February 18, 2004

Effective: _____

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4. LOCAL EXCHANGE SERVICES, CONTINUED

4.8. Rates and Charges, Continued

4.8.1. Business Rates,¹, Continued

F. Access Advantage Plus Line:

	<u>Monthly Rate</u>	<u>Nonrecurring</u>
SBC Phone Solution for Business, per channel ¹		
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 ¹

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 ¹

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:²

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

¹ Only available when associated with Access Advantage Plus Service and not as a stand-alone feature.

² Quantities must be ordered in multiples of ten.

Issued: February 18, 2004

Effective: _____

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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> ¹ , per line:		
	16.00	45.00
C. <u>Local Usage (Residence)</u> , per line/channel ³		
	0.00	0.00
D. <u>Optional Features (Residence)</u> ¹ , 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) ³	NA	2.00
Caller ID Blocking-per line	0.00	0.00
International Call Blocking	0.00	17.00

¹ May not be available in all areas.

² This charge applies per occurrence. No monthly rate applies.

³ No Charge (unlimited)

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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</u> , per line		
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</u> , per line		
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

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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 customers.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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).

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

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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

Issued: February 18, 2004

Effective: _____

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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

Issued: February 18, 2004

Effective: _____

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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

Issued: February 18, 2004

Effective: _____

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8. [RESERVED FOR FUTURE USE]

Issued: February 18, 2004

Effective: _____

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Pleasanton, CA 94588

9. [RESERVED FOR FUTURE USE]

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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10. [RESERVED FOR FUTURE USE]

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES

11.1. General Terms

11.1.1. Standard SBC PremierSERVSM ATM/Frame Relay Service Level Agreement (SLA)

The Standard SBC PremierSERVSM ATM/Frame Relay SLA applies to Customers who purchase SBC PremierSERVSM Asynchronous Transfer Mode (ATM) offered in Section 11.5 or SBC PremierSERVSM Frame Relay Service offered in Section 11.6 of this tariff. When the Customer purchases SBC PremierSERVSM ATM or Frame Relay Service, Customer accepts the Standard SBC PremierSERVSM ATM/Frame Relay SLA for those new SBC PremierSERVSM ATM or Frame Relay Service elements and any existing ATM or Frame Relay Service elements provided on the same network as those new SBC PremierSERVSM ATM or Frame Relay Service elements. The Standard SBC PremierSERVSM 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 PremierSERVSM ATM/Frame Relay SLA will apply until Service is disconnected.

A. Frame/Cell Delivery Ratio

For SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES

11.1. General Terms

11.1.1. Standard SBC PremierSERVSM 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 PremierSERVSM Frame Relay or within the Sustained Information Rate (SIR) for SBC PremierSERVSM ATM, and within a calendar month. The calculation for Frame/Cell Delivery Ratio for a given calendar month shall be as follows:

Frame/Cell = Total Customer-specific Frames/Cells that
successfully egress the network

Delivery Ratio 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 PremierSERVSM Frame Relay or Sustained Information Rate (SIR) for SBC PremierSERVSM 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;

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.1. General Terms, Continued

11.1.1. Standard SBC PremierSERVSM ATM/Frame Relay Service Level Agreement (SLA), Continued

A. Frame/Cell Delivery Ratio, Continued

1., Continued

- SBC PremierSERVSM UBR VPC/VCCs;
- SBC PremierSERVSM 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%.

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.1. General Terms, Continued

11.1.2. Time to Repair

For SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

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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 PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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 PremierSERVSM 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 PremierSERVSM Frame Relay Service including FRATM/VPC/VCC's;
- On average, less than or equal to 110 milliseconds roundtrip per VPC/VCC for SBC PremierSERVSM 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 PremierSERVSM ATM Service with CBR Quality of Service.

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

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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 PremierSERVSM 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 PremierSERVSM Frame Relay or Sustained Information Rate (SIR) for SBC PremierSERVSM 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 PremierSERVSM UBR VPC/VCCs;
 - SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.1. General Terms, Continued

11.1.5. Network Availability

For SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERVSM ATM/Frame Relay Service Level Agreement (SLA)

The Premium SBC PremierSERVSM ATM/Frame Relay SLA applies to Customers who purchase SBC PremierSERVSM Asynchronous Transfer Mode (ATM) Service or SBC PremierSERVSM Frame Relay Service. The Premium SBC PremierSERVSM 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 PremierSERVSM ATM or Frame Relay Service under the Sections described above, the Premium SBC PremierSERVSM ATM/Frame Relay SLA is an option for those new SBC PremierSERVSM ATM or Frame Relay Service elements and any existing SBC PremierSERVSM ATM or Frame Relay Service elements provided on the same network as those new SBC PremierSERVSM ATM or Frame Relay Service elements.

To receive the Premium SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERVSM 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 PremierSERVSM ATM/Frame Relay SLA will apply until Service or approved validation tool is disconnected.

11.2.1. Frame/Cell Delivery Ratio

For SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERVSM 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 PremierSERVSM Frame Relay or within the Sustained Information Rate (SIR) for ATM, and within a calendar month. The calculation for SBC PremierSERVSM 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 PremierSERVSM Frame Relay or Sustained Information Rate (SIR) for SBC PremierSERVSM 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 PremierSERVSM 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).

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERVSM 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%.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERVSM ATM/Frame Relay Service Level Agreement (SLA),
Continued

11.2.2. Time to Repair

For SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERVSM 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 PremierSERVSM 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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Effective: _____

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERVSM ATM/Frame Relay Service Level Agreement (SLA),
Continued

11.2.4. Latency

For SBC PremierSERVSM 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 PremierSERVSM Frame Relay Service, including FRATM/VPC/VCC's;
- On average, less than or equal to 110 milliseconds roundtrip per VPC/VCC for SBC PremierSERVSM 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 PremierSERVSM 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).

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERVSM 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 PremierSERVSM 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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Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERVSM 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 PremierSERVSM 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:

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

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.2. Premium SBC PremierSERVSM 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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Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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 PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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 PremierSERVSM ATM Service and SBC PremierSERVSM 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 PremierSERVSM ATM Service and SBC PremierSERVSM 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

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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 PremierSERVSM ATM Service and SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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 PremierSERVSM 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 PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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 PremierSERVSM ATM Service and SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates, Continued

11.3.6. Moves

This Section applies to SBC PremierSERVSM ATM Service and SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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 PremierSERVSM ATM Service and SBC PremierSERVSM 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 PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.3. Application of Rates, Continued

11.3.8. Service Order Cancellation Charge

For SBC PremierSERVSM Frame Relay Service and SBC PremierSERVSM 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 PremierSERVSM Frame Relay Service and SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.4 Discount Pricing Plans, Continued

11.4.1. TPP Volume Discount Plan (TVP), Continued

B. Volume Discount Levels

Each Frame Relay or ATM Port Only or Port and Access combination that meets the conditions set forth in Section 11.4.1 A. above will count toward the Volume Commitment Levels. Each Frame Relay or ATM Port Only or Port and Access combination is equivalent to one Service arrangement.

Services converted to the Out of Term rates and Services purchased under a one (1) year TPP will not contribute to the Volume Commitment Level.

Customers may increase their volume discount level at any time during the TPP period. To receive the increased discount, Customer must sign a new two (2), three (3) or five (5) year TPP for all Services to be included in discount and submit a new Confirmation of Service Order indicating their desire to increase their Volume Commitment Level.

Section 11.4.1 A. preceding applies to all Frame Relay and ATM Service arrangements used to increase the Volume Commitment Level.

C. TVP Discounts

Number of Frame and

ATM Service Arrangements

24, 36 or 60 Month TPP

(This category applies to Frame only or any combination of Frame and ATM Service arrangements)

10-49	5%
50-99	7%
100-199	9%
200-299	11%
300+	13%

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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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

Number of ATM

Service Arrangements

24, 36 or 60 Month TPP

(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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERVSM Asynchronous Transfer Mode (ATM) Service

11.5.1. Service Description

- A. SBC PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
5850 W Las Positas Blvd.
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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM ATM network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
5850 W Las Positas Blvd.
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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM ATM network. Each B-ICI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
5850 W Las Positas Blvd.
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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
5850 W Las Positas Blvd.
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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERVSM 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 PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERVSM 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

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERVSM 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

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM 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 PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
5850 W Las Positas Blvd.
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11. PACKET DATA SERVICES, Continued

11.5. SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.5 SBC PremierSERVSM 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			

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM Frame Relay Service

11.6.1. Service Description

SBC PremierSERVSM 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 PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM 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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Effective: _____

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM 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

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM 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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Effective: _____

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM 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

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM 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

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM 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

Issued: February 18, 2004

Effective: _____

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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM 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.

Issued: February 18, 2004

Effective: _____

Issued by: Norman W. Descoteaux, Associate Director-Regulatory
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11. PACKET DATA SERVICES, Continued

11.6. SBC PremierSERVSM 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

Issued: February 18, 2004

Effective: _____

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

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, negligence or other wrongful act 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

Issued: February 18, 2004

Effective: _____

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

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 determined by the Commission or a court of competent jurisdiction in accordance with SDCL 49-13-1.1.

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 determined by the Commission or a court of competent jurisdiction in accordance with SDCL 49-13-1.1.

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 determined by the Commission or a court of competent jurisdiction in accordance with SDCL 49-13-1.1.

Issued: February 18, 2004

Effective: _____

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

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 determined by the Commission or a court of competent jurisdiction in accordance with SDCL 49-13-1.1.

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.

Issued: February 18, 2004

Effective: _____

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

2. REGULATIONS, Continued

2.7. Disputed Bills

2.7.1. The Customer is responsible for notifying the Company in writing, within one hundred eighty (180) 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.

Issued: February 18, 2004

Effective: _____

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

**MILLER
ISAR** INC.
REGULATORY CONSULTANTS

STACEY A. KLINZMAN

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM

Via Overnight Delivery
April 19, 2004

RECEIVED

APR 20 2004

Ms. Pam Bonrud, Executive Secretary
South Dakota Public Utilities Commission
State Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

RE: Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance
("SBCS") - Docket No. COA - TC04-029

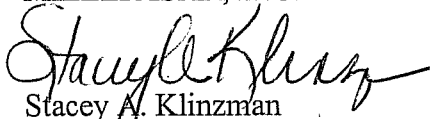
Dear Ms. Bonrud:

Enclosed for filing in the above referenced docket please find an original and ten (10) copies of the following tariff sheets: 16, 19, 20 and 45. This filing is made at the request of staff, Michele M. Farris, and the tariff sheets contain revisions requested by Ms. Farris in her letter of March 23, 2004.

Please acknowledge receipt of this filing by file-stamping and returning the extra 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 via the telephone or facsimile number above, or by electronic mail at sklinzman@millerisar.com.

Sincerely,

MILLER ISAR, INC.



Stacey A. Klinzman
Director - Regulatory Compliance

Enclosures

cc: Norman W. Descoteaux, Associate Director - Regulatory, Southwestern Bell
Communications Services Inc.

CONFIDENTIAL

1

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of February 12, 2004 through February 18, 2004

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this report. Phone: 605-773-3201

ELECTRIC

EL04-005 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.

Application by Otter Tail Power Company (Otter Tail) for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Milbank will expire on March 14, 2004. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Milbank be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 02/13/04
Intervention Deadline: 03/05/04

TELECOMMUNICATIONS

TC04-025 In the Matter of the Petition of Kennebec Telephone Company for Suspension or Modification of 47 U.S.C. Section 251(b)(2) of the Communications Act of 1934 as Amended.

On February 12, 2004, Kennebec Telephone Company (Kennebec) filed a petition seeking suspension or modification of its requirement to implement local number portability (LNP) pursuant to Section 251(b)(2) of the Telecommunications Act of 1996. According to Kennebec, it has received requests to deploy LNP from Cellco Partnership d/b/a Verizon Wireless and from Western Wireless Corporation d/b/a CellularOne. Kennebec states that it is a small telephone company that serves less than two percent of the nation's subscriber lines installed in the aggregate nationwide, therefore under Section 251(f)(2) Kennebec may petition the Commission for suspension or modification of its obligation to implement LNP within six months of a request to deploy LNP. Kennebec "requests the Commission to (1) issue an interim order that suspends any obligation that may exist for Kennebec to provide LNP until six months after entry of a final order herein; (2) issue a final order that grants a permanent suspension for Kennebec's obligation to implement LNP until conditions are met as described herein; and (3) grant Kennebec such other and further relief that may be proper."

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Filed: 02/12/04
Intervention Deadline: 03/05/04

TC04-026 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and 1-800-RECONEX, Inc.

On February 17, 2004, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and 1-800-RECONEX, Inc. According to the parties, the Amendment is made in order to add UNE-P PAL language to the Agreement as outlined in the Amendment. The original Agreement was approved by the Commission in Docket

TC01-069 on July 27, 2001. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 8, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Filed: 02/17/04
Initial Comments Due: 03/08/04

TC04-027 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Stockholm-Strandburg Telephone Company.

On February 17, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Stockholm-Strandburg Telephone Company. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 8, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Filed: 02/17/04
Initial Comments Due: 03/08/04

TC04-028 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Western Telephone Company.

On February 17, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Western Telephone Company. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 8, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Filed: 02/17/04
Initial Comments Due: 03/08/04

TC04-029 In the Matter of the Application of Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

On February 18, 2004, Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance filed an application for a Certificate of Authority to provide Telecommunications Services in South Dakota. Southwestern Bell Communications Services intends to provide resold and facilities-based local exchange and exchange access services throughout the area in the State of South Dakota currently served by Qwest Corporation. The applicant's services, include, but are not limited to basic local exchange service, custom calling features, CLASS services and data services. The applicant also proposes to provide exchange access services to interconnecting carriers.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 02/18/04
Intervention Deadline: 03/05/04

TC04-030 In the Matter of Qwest Corporation's Modification to Exhibit B to the Statement of Generally Available Terms and Conditions.

On February 18, 2004, Qwest Corporation filed an Updated Exhibit B, the Performance Indicator Definitions (PIDs) to the Statement of Generally Available Terms and Conditions (SGAT). Qwest modified Exhibit B for administrative changes, corrected PO-16, Timely Release Notifications, and updated certain subparts to GA-1, Gateway Availability -- IMA-GUI. Qwest requests that the Commission permit the amended Exhibit B to go into effect no longer than 60 days after submission in accordance with 47 U.S.C. Section 252(f)(3). Qwest further requests that the Commission deem this revised Exhibit B to modify the SGAT and existing interconnection agreements that currently contain the PIDs as an exhibit.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer
Date Filed: 02/18/04
Intervention Deadline: 03/05/04

TC04-031 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and West River Telecommunications Cooperative.

On February 18, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC (Western Wireless) and West River Telecommunications Cooperative. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 9, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Filed: 02/18/04
Initial Comments Due: 03/09/04

TC04-032 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Cheyenne River Sioux Tribe Telephone Authority.

On February 18, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Cheyenne River Sioux Tribe Telephone Authority. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 9, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Filed: 02/18/04
Initial Comments Due: 03/09/04

TC04-033 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Venture Communications Cooperative.

On February 18, 2004, the Commission received a Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Venture Communications Cooperative. According to the parties, the Agreement is a negotiated agreement between the parties for the purpose of putting in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with Section 251(b)(5) of the Telecommunications Act of 1996. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 9, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Filed: 02/18/04
Initial Comments Due: 03/09/04

TC04-034 In the Matter of the Request for a Confidentiality Determination in Accordance with ARSD 20:10:01:42.

On February 18, 2004, the Commission received a request from staff for a confidentiality determination in accordance with ARSD 20:10:01:42. According to the request, staff is attempting to make claims on the bond proceeds of S&S Communications (S&S). In order to make these claims, staff must provide information to the bonding companies which has been filed as confidential. S&S refuses to permit the release of information filed as confidential to any bonding company that does not sign a confidentiality agreement. The companies have provided staff with Indemnity Agreements signed by S&S which they claim gives them a right to see the information. Neither company has signed the confidentiality agreement. Staff has requested that the Commission make a determination that the information should not be treated as confidential on the basis that the information was not filed in compliance with the provisions of ARSD 20:10:01:41, S&S cannot meet the burden established in ARSD 20:10:01:43 and that the Indemnity Agreements that S&S signed with the bonding companies constitute a waiver of confidentiality as to those companies.

Staff Attorney: Kelly Frazier
Date Filed: 02/18/04

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

**MILLER
ISAR** INC.
REGULATORY CONSULTANTS

STACEY A. KLINZMAN

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM

Via Overnight Delivery
May 26, 2004

RECEIVED

MAY 27 2004

Ms. Pam Bonrud, Executive Secretary
South Dakota Public Utilities Commission
State Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

RE: Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance
("SBCS") - Docket No. COA - TC04-029

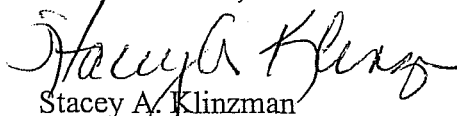
Dear Ms. Bonrud:

Enclosed for filing in the above referenced docket please find an original Surety Rider for Bond No. 6070970 issued on June 21, 2000 in connection with SBCS's interexchange service application.

Please acknowledge receipt of this filing by file-stamping and returning the additional copy in the self-addressed, postage-paid envelope provided for this purpose. Questions regarding this filing may be directed to me via the telephone or facsimile number above, or by electronic mail at sklinzman@millerisar.com.

Sincerely,

MILLER ISAR, INC.


Stacey A. Klinzman
Director - Regulatory Compliance

Enclosures

cc: Norman W. Descoteaux, Associate Director - Regulatory, Southwestern Bell
Communications Services Inc.

To be attached to and form a part of

Bond No. **6070970**

Type of
Bond: Telecommunications Services Provider Indemnity Bond

dated
effective 06/21/2000
(MONTH-DAY-YEAR)

executed by Southwestern Bell Communications Services, Inc. ,as Principal,
(PRINCIPAL)

and by SAFECO INSURANCE COMPANY OF AMERICA ,as Surety,

in favor of State of South Dakota
(OBLIGEE)

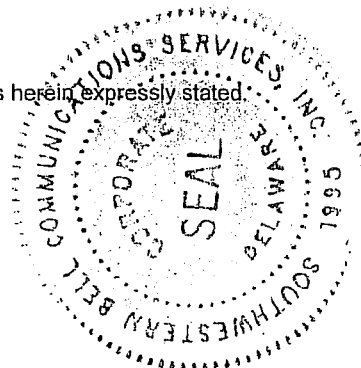
in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing
the principal name to: **Southwestern Bell Communications Services, Inc. d/b/a SBC Long Distance**

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider
is effective 05/11/2004
(MONTH-DAY-YEAR)

*Original in Delaines
bottom desk drawer*

Signed and Sealed 05/11/2004
(MONTH-DAY-YEAR)

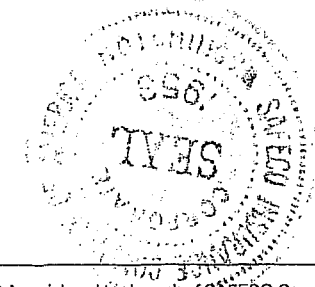


Southwestern Bell Communications Services, Inc. d/b/a SBC Long Distance
(PRINCIPAL)
By: *Thomas S. Clemens*

Thomas S. Clemens Assistant Treasurer

SAFECO INSURANCE COMPANY OF AMERICA

(SURETY)
By: *Ronald J. Walton*
(ATTORNEY-IN-FACT)
Ronald J. Walton Attorney in Fact



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; PAUL W. STEPHENS; JANET M. DUNCAN; LORI LEE; 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 3rd day of November, 2003

CB Mead

CHRISTINE MEAD, SECRETARY

Mike McGavick

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,

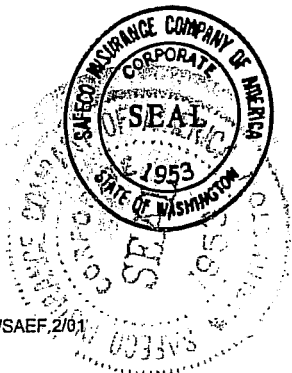
- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

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 11th day of May, 2004



CB Mead

CHRISTINE MEAD, SECRETARY

State of Texas

}ss:

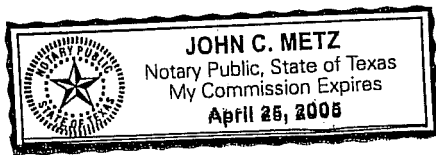
County of Bexar

On **MAY 11, 2004** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **RONALD J. WALTON**

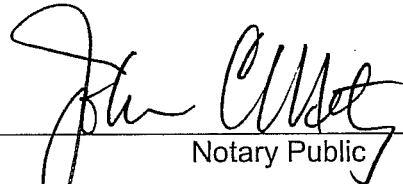
known to me to be Attorney-in-Fact of **SAFECO INSURANCE COMPANY OF AMERICA**

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.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
SOUTHWESTERN BELL COMMUNICATIONS)	CERTIFICATE OF
SERVICES INC. D/B/A SBC LONG)	AUTHORITY
DISTANCE FOR A CERTIFICATE OF)	
AUTHORITY TO PROVIDE LOCAL EXCHANGE)	TC04-029
SERVICES IN SOUTH DAKOTA)	

On February 18, 2004, the Public Utilities Commission (Commission) received an application for a certificate of authority from Southwestern Bell Communications Services Inc. d/b/a SBC Long Distance (SBCS).

SBCS proposes to provide facilities-based and resold local exchange and exchange access telecommunications services within South Dakota. A proposed tariff was filed by SBCS.

On February 19, 2004, the Commission electronically transmitted notice of the filing and the intervention deadline of March 5, 2004, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled June 8, 2004, meeting, the Commission considered SBCS' request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to a continuous \$25,000 surety bond, and subject to rural safeguards. Commission Staff further recommended a waiver of ARSD 20:10:32:03(11).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-69 and ARSD 20:10:32:03. The Commission finds that SBCS has met the legal requirements established for the granting of a certificate of authority. SBCS has, in accordance with SDCL 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive subparagraph (11) of ARSD 20:10:32:03.

The Commission approves SBCS' application for a certificate of authority, subject to a continuous \$25,000 surety bond, and subject to rural safeguards. The certificate of authority for SBCS shall authorize it to offer local exchange services in South Dakota, except in those areas served by a rural telephone company. In the future, should SBCS choose to provide local exchange services statewide, with respect to rural telephone companies, SBCS will have to come before the Commission in another proceeding before being able to provide local service in that rural service area pursuant to 47 U.S.C. § 253(f) which allows the Commission to require a company that seeks to provide service in a rural service area to meet the requirements in 47 U.S.C. § 214(e)(1) for designation as an eligible telecommunications carrier. In addition, the granting of statewide certification will not affect the exemptions, suspensions, and modifications for rural telephone companies found in 47 U.S.C. § 251(f). It is therefore

ORDERED, that SBCS' application for a certificate of authority to provide local exchange services is granted, subject to a continuous \$25,000 surety bond; and it is

FURTHER ORDERED, that SBCS shall file informational copies of tariff changes with the Commission as the changes occur; and it is

FURTHER ORDERED, that the Commission shall authorize SBCS to offer its local exchange services in South Dakota, except in those areas served by a rural telephone company; and it is

FURTHER ORDERED, that the Commission waives subparagraph (11) of ARSD 20:10:32:03.

Dated at Pierre, South Dakota, this 11th day of June, 2004.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Maime Kalbo</u>
Date:	<u>6/14/04</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State Of South Dakota

Authority was Granted as of the date of the
Order Granting Certificate of Authority
Docket No. TC04-029

This is to certify that

SOUTHWESTERN BELL COMMUNICATIONS SERVICES INC. D/B/A SBC LONG DISTANCE

is authorized to provide local exchange services in nonrural areas in South
Dakota.

This certificate is issued in accordance with SDCL 49-31-69 and ARSD
20:10:32:03, and is subject to all of the conditions and limitations contained in
the rules and statutes governing its conduct of offering telecommunications
services.

Dated at Pierre, South Dakota, this 11th day of June, 2004.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**






ROBERT K. SAHR, Chairman



GARY HANSON, Commissioner



JAMES A. BURG, Commissioner