## SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT

### 6.1 Service Description

**6.1.1** Wholesale Digital Subscriber Line (DSL) Transport Service is a virtual session between Company's ATM network and Customer's designated End User premises utilizing asymmetrical DSL technology over a DSL Line. A DSL Line is the physical facility between the Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) and the Network Interface Device (NID) located at the End User premises. Company retains ownership of the overall DSL Line. Company may place special equipment within its DSL Transport and ATM network, to allow for the provisioning and management of multiple applications on each DSL Line. Wholesale DSL Transport Service is intended primarily for Internet Service Providers (ISPs), but may be purchased by any information Service provider or carrier to connect to their End User for the purposes of providing a retail Service.

**6.1.2** Company offers DSL Transport Service in several downstream/upstream operating speed combinations across its operating territory, by Affiliate Region. The DSL Line provisioned by ASI between Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to an End User's NID will support downstream speeds ranging from 384 Kbps to 6.0 Mbps and upstream speeds ranging from up to 128 Kbps to 384 Kbps. In certain Affiliate Regions, only two (2) operating speeds are available (Phase I). In other regions, five (5) operating speeds are available (Phase II). Phase I and Phase II operating speeds are described below.

**6.1.3** "Downstream" speeds represent connection speeds measured in kilobits per second (Kbps) or megabits per second (Mbps), from Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to the NID located at Customer's designated End User premises. Customer's End User modem must synchronize at 384 Kbps downstream to attain the minimum speed of 384 Kbps.

**6.1.4** "Upstream" speeds represent connection speeds from the NID located at the customer's designated End User premises to Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates).



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

## SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 6.1 Service Description (Continued)

#### 6.1.5 Phase I - Operating Speeds

Phase I operating speeds are listed below, by ASI Region, and will be offered until Phase II is completed for the ASI Region.

**Phase I – ASI - North**

| Offering | Downstream Speeds | Upstream Speeds |
|---|---|---|
| Basic | 384Kbps to 768Kbps | 128Kbps |
| Basic + | 768 Kbps to 1.5Mbps | 256Kbps |

**Phase I – ASI – West, Central and Northeast**

| Package | Downstream Speeds | Upstream Speeds |
|---|---|---|
| Basic | 384Kbps to 1.5Mbps | 128Kbps |
| Premium | 1.5Mbps to 6.0Mbps | 384Kbps |

#### 6.1.6 Phase II - Operating Speeds

Company is implementing five (5) different operating speeds as listed below across all affiliate regions. Until implementation is complete, all speed offerings shown below may not be available in all areas of Company territory.

**Phase II – All ASI Regions**

| Package | Downstream Speeds | Upstream Speeds |
|---|---|---|
| Basic | 384Kbps to 768Kbps | 128Kbps |
| Basic + | 768 Kbps to 1.5Mbps | 256Kbps |
| Premium | 1.5Mbps to 4.0Mbps | 384Kbps |
| Premium + | 4.0Mbps to 6.0 Mbps | 384Kbps |
| Symmetric | 384 Kbps | 384Kbps |



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

## SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 6.2 Service Provisioning

**6.2.1** Minimum connection speed or "sync-rate" is between the NID at the End User's premises and the DSLAM (or the remote terminal where a remote terminal has been installed). Actual data transfer or throughput may be lower than sync-rate due to Internet congestion, server or router speeds, protocol overheads, end user use of multiple applications and related services, and factors that may not be in Company's control. If Company is unable to provide the minimum sync rate, then Service will not be provided and Customer will not be subject to termination liability or cancellation charges.

**6.2.2** Company's DSL Transport Service is offered via a line sharing arrangement (High Frequency Portion of the Line – HFPL) over an SBC ILEC-provided (non-resold, non-UNE-Platform) retail POTS line.

**6.2.3** Company will offer DSL Transport Service only within a limited area surrounding the ILEC central offices. This area will be defined by Company and Company retains the discretion to change this area from time to time for new DSL Transport Service.

**6.2.4** Company does not support multiple PVC's over a single DSL Line, however, Company may, at its own discretion, provision other virtual sessions on the same DSL Line carrying the Customer's Wholesale DSL Transport Service.

**6.2.5** Company only provides UBR Service.

**6.2.6** Traffic Discard Priority does not apply.

**6.2.7** Customer must have connectivity to Company's ATM network where Customer chooses to purchase DSL Transport, with the logical ATM inventory included in Company's database. Customer shall provide Company, in advance, virtual path ("VP")/virtual circuit ("VC") information. Company will not provision DSL Transport Service without VP/VC information.

**6.2.8** Currently ASI-West utilizes VP provisioning for Wholesale DSL Transport logical connectivity. The primary VP provisioned to the Company's DSLAM in each central office will be billed at standard ATM VPC tariff rates found in Section 4.4. Additional VPC's to the same Company DSLAM will be billed at standard ATM VPC tariff rates found in Section 4.4. In Company DSLAMS that have become exhausted (no ports available) a VPC to an alternate Company DSLAM in the same central office will be provided at no additional charge.



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

## SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 6.3 Customer Support

**6.3.1** Customer is responsible for providing all customer support to its End Users, and all marketing, billing, ordering and repair for its End Users.

**6.3.2** Customer is responsible for: (1) the terms of any pricing plans offered by Customer to its End Users; (2) the ordering, billing and collection of its own End Users; and (3) customer service for all aspects of the Service. Customer is also responsible for managing End User trouble reports and will advise its End Users to contact Customer directly with any trouble reports. Customer will not direct its End Users to contact Company.

**6.3.3** Customer shall at all times be the customer of record with respect to all Services purchased hereunder and shall be responsible for payment to Company. Customer retains all responsibility for billing its End Users and for any claim an End User may make concerning unauthorized billing.

### 6.4 Volume Commitment Plans

**6.4.1** **50-249 Volume Commitment:** Customer purchasing DSL Transport has the option of a volume commitment for a one (1) year term. If Customer selects a volume commitment and does not meet the minimum number of required in service DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability calculated as follows:

Qty of in service DSL Transport lines multiplied by $18.

In addition, Customer shall pay month to month prices going forward until it has achieved at least fifty (50) DSL Transport lines in service with Company.

**6.4.2** **250 and Greater Volume Commitment**: Customer purchasing DSL Transport has the option of a volume commitment for a one (1) year term. If Customer selects a volume commitment and does not meet the minimum number of required in service DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability calculated as follows:

Qty of in service DSL Transport lines multiplied by $6.

In addition, Customer shall pay "50-249" or month to month prices going forward, as applicable, until it has achieved at least two-hundred fifty (250) DSL Transport lines in service with Company.



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

## SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 6.4 Volume Commitment Plans (Continued)

#### 6.4.3 DSL Volume Discount Plan (DSL-VDP)

The DSL Volume Discount Plan (DSL-VDP) is a rate discount plan available with all DSL Service Arrangements as listed in 6.1.5 and 6.1.6.

**Volume Levels**

Customer must commit to 750,000 DSL Transport Service Arrangements for a Contract period of four years. For purposes of meeting this requirement, the customer may aggregate all DSL Transport Service Arrangements. The customer must purchase at least 95% of the Committed Volume of DSL Transport Service Arrangements required in each Contract Year to avoid any Shortfall Liability. In addition, at the end of the first three months of Contract Year 3, the customer's three-month average must be at least 60% of the Committed Volume of DSL Transport Service Arrangements required at the end of Contract Year 2 to avoid any Volume Threshold Failure Liability. Customer will be assessed a penalty for failure to meet these two requirements.

Customer is required to submit a subscription order to Company that specifies that it wishes to participate in this DSL-VDP. The Committed Volume of DSL Transport Service Arrangements over four years are set forth below, together with "Shortfall Threshold" levels that will be used to calculate any Shortfall Liability.

| | Contract Yr. 1 | Contract Yr. 2 | Contract Yr. 3 | Contract Yr. 4 |
|---|---|---|---|---|
| Shortfall Threshold | # of DSL Arrangements | # of DSL Arrangements | # of DSL Arrangements | # of DSL Arrangements |
| 1 | 40,000 | 80,000 | 120,000 | 160,000 |
| 2 | 75,000 | 150,000 | 225,000 | 300,000 |
| 3 | 110,000 | 220,000 | 330,000 | 440,000 |
| Committed Volume | 180,000 | 360,000 | 540,000 | 750,000 |

A Contract Year (CY) is twelve (12) months in duration beginning with the date the customer's subscription order is received, except as described below. Any customer who participates in this DSL-VDP will not incur a Shortfall Liability in Contract Year 1, as described below, unless the customer fails to meet the Contract Year 1 Committed Volume of DSL Transport Service Arrangements (180,000) by the end of the 18th month following the subscription order date. In this case, the remaining three years of the DSL-VDP will be twelve months in duration.



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

## SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 6.4 Volume Commitment Plans (Continued)

#### 6.4.3 DSL Volume Discount Plan (DSL-VDP) (Continued)

**Minimum Term Commitment**

Each DSL Transport Service Arrangement ordered hereunder shall have a minimum term commitment of one year. Customers who do not meet the minimum term commitment will be charged a Termination Liability.

**Shortfall Liability**

At the end of each Contract Year, Company will review the Customer's account to determine if the cumulative number of DSL Transport Service Arrangements for that Contract Year has been met. If Customer has purchased less than 95% of the Committed Volume of DSL Transport Service Arrangements, Customer shall be assessed a Shortfall Liability. The amount of the Shortfall Liability will be equal to the Shortfall Payment Amount below for the Shortfall Threshold Level described above that corresponds to the actual number of DSL Transport Service Arrangements Customer had in service as of the end of the Contract Year multiplied by the sum of all DSL Transport Service Arrangements the customer had in service at the end of each month during the Contract Year.

The customer will not be charged a Shortfall Liability for any Contract Year in which the customer meets 95% or more of the Committed Volume of DSL Transport Service Arrangements on the last day of the Contract Year.

Except as described under Volume Threshold Failure Liability below, the Shortfall Liability described herein will be the exclusive customer liability for failure to meet the Committed Volume of DSL Service Arrangements described in this subsection.

**Shortfall Payment Amount**

| Shortfall Threshold Level | Amount |
|---|---|
| 1 | $ 5 |
| 2 | $ 4 |
| 3 | $ 2 |



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

## SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 6.4 Volume Commitment Plans (Continued)

#### 6.4.3 DSL Volume Discount Plan (DSL-VDP) (Continued)

**Volume Threshold Failure Liability**

At the end of the first three (3) months of Contract Year 3, Company will calculate Customer's average number of DSL Transport Service Arrangements currently in service over such three month period. This three-month average must be at least 60% of the Committed Volume of DSL Transport Service Arrangements required at the end of Contract Year 2. If Customer's average number of DSL Service Arrangements for such three month period is less than 60% of the Committed Volume of DSL Transport Service Arrangements required, the customer will be assessed a Volume Threshold Failure Liability in addition to the Shortfall Liability discussed above.

The Volume Threshold Failure Liability will be calculated as follows:

((Volume Threshold – Three Month Average of the first three months of Contract Year 3) / (Volume Threshold)) * $15M.

Volume Threshold=60% of the Committed Volume of DSL Transport Service Arrangements at the end of Contract Year 2.

Three Month Average = the sum of the number of DSL Transport Service Arrangements as of the end of each of the aforementioned three months of Contract Year 3 divided by three.

The Volume Threshold Failure Liability described herein will be the exclusive customer liability for failure to meet the Volume Threshold described in this subsection.



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

## SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 6.4 Volume Commitment Plans (Continued)

#### 6.4.3 DSL Volume Discount Plan (DSL-VDP) (Continued)

**Termination Liability**

Every DSL Transport Service Arrangement ordered by the customer shall have a minimum term commitment of one year. The customer will be assessed a Termination Liability for each DSL Transport Service Arrangement which is terminated by the customer prior to the expiration of the one year minimum term commitment. The Termination Liability shall be the lesser of:

1. $125.00 per DSL Transport Service Arrangement; or,
2. the aggregate of the remaining monthly rates until the expiration of the one year minimum service period for each DSL Transport Service Arrangement.

The Termination Liability described in this subsection will be the exclusive customer liability for failure to meet the minimum term commitment described in this subsection.

Termination Liability applies to customer under the following conditions:

- the customer terminates the DSL Transport Service Arrangement but customer's End User retains the associated local exchange service loop (local loop) prior to the expiration of the one year minimum term commitment; or,
- prior to expiration of the one year minimum term commitment, the customer's End User moves to a Company area equipped to provide DSL Transport Service and does not have an DSL Transport Service Arrangement connected at the new address.

Termination Liability will not apply to customers if:

- the DSL Transport Service Arrangement is moved to a Company address not equipped to provide DSL Transport Service; or,

the DSL Transport Service Arrangement is moved to a Company area equipped to provide DSL Transport Service and the customer continues the existing DSL Transport Service Arrangement.



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

## SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 6.5 Rate Elements

A monthly rate applies, based upon the speed of the connections.

### 6.6 Rates

**Phase I Rates – ASI - North**

| Offering | Downstream Speeds | Upstream Speeds | M/M Rate | 1 Yr. 50-249 | 1 Yr. 250+ | VDP 4 Yr. 750,000+ | NRC* |
|---|---|---|---|---|---|---|---|
| Basic | 384Kbps to 768Kbps | 128Kbps | $39 | $36 | $35 | $35 | $50 |
| Basic + | 768 Kbps to 1.5Mbps | 256Kbps | $50 | $46 | $45 | $45 | $50 |

**Phase I Rates – ASI - West, Central and Northeast**

| Offering | Downstream Speeds | Upstream Speeds | M/M Rate | 1 Yr. 50-249 | 1 Yr. 250+ | VDP 4 Yr. 750,000+ | NRC* |
|---|---|---|---|---|---|---|---|
| Basic | 384Kbps to 1.5Mbps | 128Kbps | $39 | $36 | $35 | $35 | $50 |
| Premium | 1.5Mbps to 6.0Mbps | 384Kbps | $99 | $90 | $89 | $89 | $50 |

**Phase II Rates – All ASI Regions**

| Offering | Downstream Speeds | Upstream Speeds | M/M Rate | 1 Yr. 50-249 | 1 Yr. 250+ | VDP 4 Yr. 750,000+ | NRC* |
|---|---|---|---|---|---|---|---|
| Basic | 384Kbps to 768Kbps | 128Kbps | $ 39 | $ 36 | $ 35 | $ 35 | $50 |
| Basic + | 768 Kbps to 1.5Mbps | 256Kbps | $ 50 | $ 46 | $ 45 | $ 45 | $50 |
| Symmetric | 384 Kbps | 384Kbps | $ 75 | $ 70 | $ 69 | $ 69 | $50 |
| Premium | 1.5Mbps to 4.0Mbps | 384Kbps | $ 99 | $ 90 | $ 89 | $ 89 | $50 |
| Premium + | 4.0Mbps to 6.0 Mbps | 384Kbps | $139 | $130 | $129 | $129 | $50 |

* Service Activation charge will be waived when Company receives the Service order through its electronic ordering system.



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

## SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT

### 7.1 Service Description

**7.1.1** Remote LAN (R-LAN) Digital Subscriber Line (DSL) Transport Service is a service provided to businesses with a Local Area Network (LAN) which enables the business to allow access to its LAN remotely. This service is purchased by businesses to meet their own administrative telecommunications needs, and is not used as a means to facilitate the sale of another service which is not a telecommunications service (e.g. information service). Examples of this service are corporate work-from-home and remote office applications, as well as remote learning applications for academic institutions. The business purchasing the R-LAN DSL is the Customer, and the Customer must authorize each End User that it desires to have connected to the R-LAN DSL service ("Authorized R-LAN End User"). R-LAN DSL establishes a virtual session between the designated premises of each Authorized R-LAN End User and Company's ATM network utilizing asymmetrical DSL technology over a DSL Line. A DSL Line is the physical facility between the Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) and the Network Interface Device (NID) located at the Authorized R-LAN End User premises. Company retains ownership of the overall DSL Line. Company may place special equipment within its DSL Transport and ATM Network to allow for the provisioning and management of multiple applications on each DSL Line. RLAN-DSL Transport Service is for retail customers only for their own consumption and may not be used as a wholesale input used to provide another retail offering, such as high-speed Internet service.

**7.1.2** Company offers R-LAN DSL Transport Service in several downstream/upstream operating speed combinations across its operating territory, by Affiliate Region. The R-LAN DSL Line provisioned by ASI between Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to an Authorized R-LAN End User's NID will support downstream speeds ranging from 384 Kbps to 6.0 Mbps and upstream speeds ranging from up to 128 Kbps to 384 Kbps. In certain Affiliate Regions, only two (2) operating speeds are available (Phase I). In other regions, five (5) operating speeds are available (Phase II). Phase I and Phase II operating speeds are described below.

**7.1.3** "Downstream" speeds represent connection speeds measured in kilobits per second (Kbps) or megabits per second (Mbps), from the Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to the NID located at an Authorized R-LAN End User's premises. Authorized R-LAN End User's modem must synchronize at 384 Kbps downstream to attain the minimum speed of 384 Kbps.

**7.1.4** "Upstream" speeds represent connection speeds from the NID located at the Authorized R-LAN End User premises to Company's DSLAM (or remote terminal where a remote terminal has been installed by the Company's vendors or affiliates).



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

## SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 7.1 Service Description (Continued)

#### 7.1.5 Phase I - Operating Speeds

Phase I operating speeds are listed below, by ASI Region, and will be offered until Phase II is completed for the ASI Region.

**Phase I – ASI - North**

| Offering | Downstream Speeds | Upstream Speeds |
|---|---|---|
| Basic | 384Kbps to 768Kbps | 128Kbps |
| Basic + | 768 Kbps to 1.5Mbps | 256Kbps |

**Phase I – ASI – West, Central and Northeast**

| Package | Downstream Speeds | Upstream Speeds |
|---|---|---|
| Basic | 384Kbps to 1.5Mbps | 128Kbps |
| Premium | 1.5Mbps to 6.0Mbps | 384Kbps |

#### 7.1.6 Phase II - Operating Speeds

Company is implementing five (5) different operating speeds as listed below across all affiliate regions. Until implementation is complete, all speed offerings shown below may not be available in all areas of Company territory.

**Phase II – All ASI Regions**

| Package | Downstream Speeds | Upstream Speeds |
|---|---|---|
| Basic | 384Kbps to 768Kbps | 128Kbps |
| Basic + | 768 Kbps to 1.5Mbps | 256Kbps |
| Premium | 1.5Mbps to 4.0Mbps | 384Kbps |
| Premium + | 4.0Mbps to 6.0 Mbps | 384Kbps |
| Symmetric | 384 Kbps | 384Kbps |



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

## SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 7.2 Service Provisioning

**7.2.1** Minimum connection speed or "sync-rate" is between the NID at the Authorized R-LAN End User's premises and the DSLAM (or the remote terminal where a remote terminal has been installed). Connection speeds may be higher under optimal conditions. Actual data transfer or throughput may be lower than sync-rate due to Internet congestion, server or router speeds, protocol overheads, and other factors that may not be in Company's control. If Company is unable to provide the minimum sync rate, then Service will not be provided and Customer will not be subject to termination liability or cancellation charges.

**7.2.2** Company's R-LAN DSL Transport Service is offered via a line sharing arrangement (High Frequency Portion of the Line – HFPL) over an SBC ILEC-provided (non-resold, non-UNE-Platform) retail POTS line.

**7.2.3** Company will offer R-LAN DSL Transport Service only within a limited area surrounding the ILEC central offices. This area will be defined by Company and Company retains the discretion to change this area from time to time for new DSL Transport Service.

**7.2.4** Company does not support multiple PVC's over a single DSL Line, however, Company may, at its own discretion, provision other virtual sessions on the same DSL Line carrying the Customer's R-LAN Digital Subscriber Line (DSL) Transport Service.

**7.2.5** Company only provides UBR Service.

**7.2.6** Traffic Discard Priority does not apply.

**7.2.7** Customer must have connectivity to Company's ATM network where Customer chooses to purchase R-LAN DSL Transport, with the logical ATM inventory included in Company's database. Customer shall provide Company, in advance, virtual path ("VP")/virtual circuit ("VC") information. Company will not provision R-LAN DSL Transport Service without VP/VC information.

**7.2.8** Currently ASI-West utilizes VP provisioning for R-LAN DSL Transport logical connectivity. The primary VP provisioned to the Company's DSLAM in each central office will be billed at standard ATM VPC tariff rates found in Section 4.4. Additional VPC's to the same Company DSLAM will be billed at standard ATM VPC tariff rates found in Section 4.4. In Company DSLAMS that have become exhausted (no ports available) a VPC to an alternate Company DSLAM in the same central office will be provided at no additional charge.



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

## SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 7.3 Customer Support

**7.3.1** Customer is responsible for providing all customer support to its Authorized R-LAN End Users, and all billing and ordering for its Authorized R-LAN End Users.

**7.3.2** Customer is responsible for: (1) the terms of any pricing plans offered by Customer to its End Users; (2) the ordering, billing and collection of its own End Users; and (3) customer service for all aspects of the Service. Customer is also responsible for managing End User trouble reports and will advise its End Users to contact Customer directly with any trouble reports. Customer will not direct its End Users to contact Company.

**7.3.3** Customer shall at all times be the customer of record with respect to all Services purchased hereunder and shall be responsible for payment to Company. Customer retains all responsibility for billing its End Users and for any claim an End User may make concerning unauthorized billing.

### 7.4 Volume Commitment

**7.4.1** A Customer purchasing R-LAN DSL Transport has the option of a volume commitment for a one (1) year term or a month to month option.

**7.4.2** If a Customer selects a volume commitment and does not meet the minimum number of required in service R-LAN DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability. The shortfall liability is calculated as follows:

**7.4.2.A** **50-249 Volume Commitment:** The number of in service R-LAN DSL Transport lines multiplied by $18. In addition, Customer shall pay the month to month prices going forward until it has at least fifty (50) R-LAN DSL Transport lines in service with Company.

**7.4.2.B** **250-600 Volume Commitment:** The number of in service R-LAN DSL Transport lines multiplied by $6. Customer shall also pay the "50-249" or month to month prices, as the case may be, going forward until it has reached the next volume threshold at which point the prices applicable to that new volume level shall apply.



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

## SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

### 7.5 Rate Elements

A monthly rate applies, based upon the speed of the connections.

### 7.6 Rates

**Phase I Rates – ASI - North**

| Offering | Downstream Speeds | Upstream Speeds | M/M Rate | 1 Yr. 50-249 | 1 Yr. 250-600 | NRC* |
|---|---|---|---|---|---|---|
| Basic | 384Kbps to 768Kbps | 128Kbps | $49 | $46 | $45 | $50 |
| Basic + | 768 Kbps to 1.5Mbps | 256Kbps | $65 | $61 | $60 | $50 |

**Phase I Rates – ASI - West, Central and Northeast**

| Offering | Downstream Speeds | Upstream Speeds | M/M Rate | 1 Yr. 50-249 | 1 Yr. 250-600 | NRC* |
|---|---|---|---|---|---|---|
| Basic | 384Kbps to 1.5Mbps | 128Kbps | $49 | $46 | $45 | $50 |
| Premium | 1.5Mbps to 6.0Mbps | 384Kbps | $125 | $116 | $115 | $50 |

**Phase II Rates – All Regions**

| Offering | Downstream Speeds | Upstream Speeds | M/M Rate | 1 Yr. 50-249 | 1 Yr. 250-600 | NRC* |
|---|---|---|---|---|---|---|
| Basic | 384Kbps to 768Kbps | 128Kbps | $49 | $46 | $45 | $50 |
| Basic + | 768 Kbps to 1.5Mbps | 256Kbps | $65 | $61 | $60 | $50 |
| Symmetric | 384 Kbps | 384Kbps | $96 | $91 | $ 90 | $50 |
| Premium | 1.5Mbps to 4.0Mbps | 384Kbps | $125 | $116 | $ 115 | $50 |
| Premium + | 4.0Mbps to 6.0 Mbps | 384Kbps | $180 | $171 | $ 170 | $50 |

* Service Activation charge will be waived when Company receives the Service order through its electronic ordering system.



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

## SECTION 8 – NETWORK ACCESS POINT (NAP)

### 8.1 Service Description

**8.1.1** The Network Access Point (NAP) utilizes ATM Cell Relay technology to allow Internet Service Providers (ISPs), government, research, and educational organizations to interconnect and exchange information. This exchange of Internet traffic is generally referred to as "peering".

**8.1.2** The ASI-North NAP and the ASI-West NAP are two of the four original National Science Foundation sponsored Network Access Points for Internet infrastructure.

**8.1.3** Currently the I NAP supports ATM connectivity at full bandwidth rates of DS-3 (45 Mbps), OC-3c (155 Mbps), or OC-12c (622 Mbps).



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

## SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)

### 8.2 Service Provisioning

**8.2.1** The local loop is a PVC connection that is routed as a single entity across the NAP, using a single VPI and VCI address combination. Customers are only allowed one PVC per port.

**8.2.2 IP Address and VPI/VCI Assignment**
Customers of the NAP use ATM Permanent Virtual Circuits (PVCs) to exchange traffic between different ISP's routers.

**8.2.3 Peering: Multi-Lateral Peering Agreement and Bilateral Agreements varies by region.**
Nap Attaching customers should intend to form bi-lateral or multi-lateral agreements with other NAP-attached Customers. A physical connection to the NAP should not be considered as a commodity Internet connection. In addition, SBC-ASI offers a Routing Arbiter service at each NAP.

**8.2.4** ASI-West NAP clients may negotiate their own bilateral agreements with other NAP clients for the exchange of TCP/IP routing information and traffic. In addition, Pacific Bell offers a Routing Arbiter service at each NAP.

**8.2.5 Unspecified Bit Rate (UBR)**

UBR-Non- Real Time (NRT) is the only Service category that will be supported with the NAP. The tolerance of UBR-NRT for bursty traffic enables the NAP to handle traffic fluctuations characteristic of Internet peering partnerships.

**8.2.6** With UBR-NRT, the application is assumed to be tolerant of network delays and not to require a timing relationship on each end of the connection. In addition, data applications requiring very high performance (that is, low cell loss) but not needing a timing relationship on each end and can feasibly use a UBR-NRT connection.



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

## SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)

### 8.3 Rate Elements

There are monthly recurring rates and non-recurring charges which apply to the NAP Service.

The following describes the rate elements available with NAP Service. There will be bundled, single rate element that combines both the port and the local loop.

Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that a specific rate element is provided. For billing purposes each month is considered to have thirty (30) calendar days.

#### 8.3.1 NAP Port

The NAP Port is a network interface that offers customers access to the NAP network. The NAP Port is offered at DS-3, OC-3c, and OC-12c speeds.

#### 8.3.2 NAP local loop

A local loop is the DS-3, OC-3c, or OC-12c circuit between the NAP and the customer's meetpoint.



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

## SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)

### 8.4 Rates

**ASI-West**

| Colocation / No Mileage | | 1 Year | | 3 Year | | 5 Year | |
|---|---|---|---|---|---|---|---|
| Port | Speed | Monthly | NRC | Monthly | NRC | Monthly | NRC |
| DS3 | 40 Mbps | $ 5,000 | $ 6,000 | $ 4,500 | $ 3,000 | $ 3,800 | $ 0 |
| OC-3 | 148 Mbps | $ 8,500 | $ 7,000 | $ 7,600 | $ 3,500 | $ 7,000 | $ 0 |
| OC-12 | 622 Mbps | $ 24,100 | $ 9,000 | $ 21,900 | $ 4,500 | $ 19,700 | $ 0 |

| Colocation Up To Five (5) Miles | | 1 Year | | 3 Year | | 5 Year | |
|---|---|---|---|---|---|---|---|
| Port | Speed | Monthly | NRC | Monthly | NRC | Monthly | NRC |
| DS3 | 40 Mbps | $ 5,200 | $ 6,000 | $ 4,700 | $ 3,000 | $ 4,000 | $ 0 |
| OC-3 | 148 Mbps | $ 9,400 | $ 7,000 | $ 8,400 | $ 3,500 | $ 7,500 | $ 0 |
| OC-12 | 622 Mbps | $ 25,800 | $ 9,000 | $ 23,300 | $ 4,500 | $ 20,750 | $ 0 |

| Non-Colocation / No Mileage | | 1 Year | | 3 Year | | 5 Year | |
|---|---|---|---|---|---|---|---|
| Port | Speed | Monthly | NRC | Monthly | NRC | Monthly | NRC |
| DS3 | 40 Mbps | $ 6,400 | $ 6,000 | $ 5,000 | $ 3,000 | $ 4,100 | $ 0 |
| OC-3 | 148 Mbps | $ 10,100 | $ 7,000 | $ 8,300 | $ 3,500 | $ 6,700 | $ 0 |
| OC-12 | 622 Mbps | $ 26,000 | $ 9,000 | $ 22,900 | $ 4,500 | $ 18,400 | $ 0 |

| Non-Colocation Up To Five (5) Miles | | 1 Year | | 3 Year | | 5 Year | |
|---|---|---|---|---|---|---|---|
| Port | Speed | Monthly | NRC | Monthly | NRC | Monthly | NRC |
| DS3 | 40 Mbps | $ 7,100 | $ 6,000 | $ 5,800 | $ 3,000 | $ 4,800 | $ 0 |
| OC-3 | 148 Mbps | $ 13,300 | $ 7,000 | $ 11,000 | $ 3,500 | $ 9,100 | $ 0 |
| OC-12 | 622 Mbps | $ 34,700 | $ 9,000 | $ 30,800 | $ 4,500 | $ 25,200 | $ 0 |

**Monthly Mileage Rates**

Rates for Connections beyond five (5) include the following per air mile charge added to the 'Non-collocation Up to Five Miles' pricing above. The total mileage is computed as net mileage. That is, five (5) miles are deducted from the total distance from the NAP C.O. to the customer premises:

| Port | Speed | 1 Yr. | 3 Yr. | 5 Yr. |
|---|---|---|---|---|
| DS3 | 40 Mbps | $ 42 | $ 42 | $ 42 |
| OC-3 | 148 Mbps | $ 193 | $ 154 | $ 110 |
| OC-12 | 622 Mbps | $ 330 | $ 275 | $ 200 |



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

## SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)

### 8.4 Rates

**ASI-North**

| Franklin Carrier Meet | | 1 Year | | 3 Year | | 5 Year | |
|---|---|---|---|---|---|---|---|
| Port | Speed | Monthly | NRC | Monthly | NRC | Monthly | NRC |
| DS3 | 40 Mbps | $ 4,900 | $ 2,000 | $4300 | $ 1,000 | $ 3,900 | $ 0 |
| OC-3 | 148 Mbps | $ 5,800 | $ 3,000 | $ 7,600 | $ 1,500 | $ 7,000 | $ 0 |
| OC-12 | 622 Mbps | $ 10,,900 | $ 4,000 | $ 10,100 | $ 2,000 | $ 9,300 | $ 0 |

| Wabash Carrier Meet | | 1 Year | | 3 Year | | 5 Year | |
|---|---|---|---|---|---|---|---|
| Port | Speed | Monthly | NRC | Monthly | NRC | Monthly | NRC |
| DS3 | 40 Mbps | $ 5,400 | $ 2,000 | $ 5,100 | $ 1,000 | $ 4,400 | $ 0 |
| OC-3 | 148 Mbps | $ 6,200 | $ 3,000 | $ 5,900 | $ 1,500 | $ 5,200 | $ 0 |
| OC-12 | 622 Mbps | $ 13,600 | $ 4,000 | $ 12,600 | $ 2,000 | $ 11,600 | $ 0 |

| Franklin CO. Zero Miles | | 1 Year | | 3 Year | | 5 Year | |
|---|---|---|---|---|---|---|---|
| Port | Speed | Monthly | NRC | Monthly | NRC | Monthly | NRC |
| DS3 | 40 Mbps | $ 5,900 | $ 2,000 | $ 5,400 | $ 1,000 | $ 4,700 | $ 0 |
| OC-3 | 148 Mbps | $ 6,900 | $ 3,000 | $ 6,400 | $ 1,500 | $ 5,700 | $ 0 |
| OC-12 | 622 Mbps | $ 14,800 | $ 4,000 | $ 13,700 | $ 2,000 | $ 12,700 | $ 0 |

| Franklin Co. One Mile | | 1 Year | | 3 Year | | 5 Year | |
|---|---|---|---|---|---|---|---|
| Port | Speed | Monthly | NRC | Monthly | NRC | Monthly | NRC |
| DS3 | 40 Mbps | $ 6,600 | $ 2,000 | $ 5,800 | $ 1,000 | $ 5,400 | $ 0 |
| OC-3 | 148 Mbps | $ 7,500 | $ 3,000 | $ 7,200 | $ 1,500 | $ 6,500 | $ 0 |
| OC-12 | 622 Mbps | $ 17,500 | $ 4,000 | $ 16,200 | $ 2,000 | $ 15,000 | $ 0 |

**Monthly Mileage Rates**

Rates for connection beyond the above listed categories include the following per air mile charge added to the 'Franklin C.O. One Mile' pricing above. The total mileage is computed as net mileage. That is, one mile is deducted from the total distance from the Franklin C.O. to the customer premises:

| Port | Speed | 1 Yr. | 3 Yr. | 5 Yr. |
|---|---|---|---|---|
| DS3 | 40 Mbps | $ 72 | $ 63 | $ 54 |
| OC-3 | 148 Mbps | $ 320 | $ 280 | $ 240 |
| OC-12 | 622 Mbps | $ 640 | $ 560 | $ 480 |



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

## SECTION 9 – PROMOTIONS

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



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

## SECTION 10 - SPECIAL CONSTRUCTION

### 10.1 Regulations

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

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

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

**10.1.4** Special construction charges will be developed based on estimated costs.

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

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

**10.1.7** For Services provided pursuant to a volume or term commitment, Company may spread special construction charges across the term of the commitment, which will be in addition to any charges associated with the Service. If Customer cancels Service after construction has begun, but before commencement of Service, Customer will be liable for all charges incurred by Company. If Customer cancels Service after commencement of Service, Customer will be liable for all unpaid special construction charges in addition to any termination liability associated with termination of Service as set forth in the appropriate service section.

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

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



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

**SECTION 10 - SPECIAL CONSTRUCTION** (Continued)

**10.2 Charges**



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

B

**Habeeb Reply Affidavit – Attachment B**

**BEFORE THE PUBLIC UTILITIES COMMISSION**

**OF THE STATE OF C IFORNIA**

| | |
|---|---|
| CALIFORNIA ISP ASSOCIATION, INC.,<br><br>Complainant,<br>v.<br><br>PACIFIC BELL TELEPHONE COMPANY (U-1001-C); SBC ADVANCED SOLUTIONS, INC. (U-6346-C) AND DOES 1-20,<br><br>Defendants. | Case No. C. 01-07-027 |

**REQUEST OF THE CALIFORNIA ISP ASSOCIATION, INC. ("CISPA") TO WITHDRAW MOTION FOR A TEMPORARY RESTRAINING ORDER AND FOR AN ORDER TO SHOW CAUSE**

Based on a DSL transport service tariff filed by SBC Communications, Inc. on September 7, 2001 (the "FCC Tariff"), CISPA hereby requests to withdraw, without prejudice, its Motion for Issuance of a Temporary Restraining Order and for an Order to Show Cause, scheduled for hearing on September 17, 2001. A copy of the FCC Tariff, which by its terms becomes effective on September 10, 2001, is attached hereto.

Because the FCC Tariff affords California ISPs a means of obtaining DSL Transport service without the need for signing the "General Services Agreement" previously presented by SBC-ASI, California ISPs do not at this time face the prospect of losing access to DSL Transport services if they do not sign this Agreement. CISPA

reserves, however, the right to refile a motion for preliminary injunctive relief on this and/or other issues based on further facts as they develop.

Dated: September 10, 2001

DAVID A. SIMPSON
PAUL J. NEIBERGS
ANDREW ULMER
KRISTOPHER E. TWOMEY
MBV LAW LLP
855 Front Street
San Francisco, CA 94111
Telephone: (415) 781-4400
Facsimile: (415) 433-6563

By: Paul Neibergs /mw

Attorneys for CISPA

**BEFORE THE**
**FEDERAL COMMUNICATIONS COMMISSION**
**WASHINGTON, D.C. 20554**

| | | |
|---|---|---|
| In the Matter of | ) | |
| | ) | |
| Joint Application by SBC Communications | ) | |
| Inc., Southwestern Bell Telephone Company, | ) | |
| and Southwestern Bell Communications | ) | CC Docket No. 01-194 |
| Services, Inc. d/b/a Southwestern Bell Long | ) | |
| Distance for Provision of In-Region, | ) | |
| InterLATA Services in Arkansas and Missouri | ) | |

# REPLY AFFIDAVIT OF BRIAN HORST FOR ARKANSAS AND MISSOURI

**STATE OF TEXAS)**
**COUNTY OF BEXAR)**

Before me, the undersigned authority, personally appeared Brian Horst who, being duly sworn, did hereby state as follows:

1. My name is Brian Horst. I am a partner with Ernst & Young (E&Y). For the past 12 years, I have provided a wide variety of audit services, including attestation engagements, to clients primarily within the telecommunications industry.
2. I supervised and coordinated E&Y's engagement to perform an attestation examination and report on the assertion of SBC Communication Inc. (SBC) regarding total Competing Local Exchange Carrier (CLEC) unbundled network element loop and switch port combination (UNE-P) line activity between the dates that comparisons were made between the Loop Maintenance Operations System (LMOS) and the Carrier Access Billing System (CABS).
3. This engagement was performed with the assistance of E&Y professionals that have significant experience related to issues of this type. In particular, the current engagement

team has performed attestation examinations regarding LMOS system enhancements, DSL Loop Qualification systems and the completeness and accuracy of performance measurements at Southwestern Bell Telephone, Pacific Bell, Nevada Bell and Southern New England Telephone Company. These prior engagements have provided E&Y personnel with the appropriate base level of knowledge and understanding of SBC's systems for this attestation examination.

4. The attestation examination engagement discussed in this affidavit was conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants (AICPA). An attestation examination is one in which a CPA in the practice of public accounting is engaged to issue or does issue a written communication that expresses a conclusion about the reliability of subject matter or a written assertion about the subject matter, that is the responsibility of another party. Notably, an attestation examination is the highest level of assurance that can be provided on a written assertion, and represents the equivalent of an audit opinion with respect to financial statements.
5. E&Y's report on SWBT's assertion was issued on October 2, 2001. Additionally, a Scope and Approach document was prepared that describes in detail 1) the testing methodology utilized, 2) the procedures and tests executed, and 3) how results were evaluated to arrive at our final conclusion.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge.

Executed on OCTOBER 2, 2001.

Brian Horst

Brian Horst

STATE OF TEXAS

COUNTY OF BEXAR

Subscribed and sworn to before me

this 2ND day of OCTOBER, 2001.

LETITIA DIETES
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-30-2003

Letitia Dietes

Notary Public