

**SBC ADVANCED SOLUTIONS, INC.
ADVANCED TELECOMMUNICATIONS SERVICES
RATES, TERMS AND CONDITIONS FOR SBC INTERNET SERVICES**

These Rates, Terms and Conditions contain rates, terms and charges applicable to the provision of interstate advanced telecommunications Services ("Services") by SBC Advanced Solutions, Inc. (hereinafter referred to as "Company" or "SBC ASI") to SBC Internet Services. These rates, terms and conditions are generally available to ISPs similarly situated to SBC Internet Services.

These Terms and Conditions, and any modifications thereto, are available for public inspection at online at www.sbc.com/public_affairs/regulatory_documents.

PROPRIETARY INFORMATION

Not for use or disclosure outside ASI, except for ASI Customers with a current Service Provider Profile who may use such information solely in connection with services obtained from ASI.

SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

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GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

The following are definitions of generally used terms.

- 1.1 AFFILIATE REGIONS** – Denotes the geographic areas served by the affiliate: SBC Southwest-Arkansas, Kansas, Missouri, Oklahoma, and Texas; SBC Midwest-Illinois, Indiana, Michigan, Ohio, and Wisconsin; SBC West-California and Nevada and SBC SNET.
- 1.2 SBC ASI REGIONS** – Refers to the geographic areas in which SBC ASI offers services under these Terms and Conditions. The geographic areas include both the Affiliate Regions and the ICO Regions. SBC ASI Regions are designated as follows:
SBC ASI West – California and Nevada
SBC ASI Southwest – Texas, Missouri, Oklahoma, Kansas and Arkansas
SBC ASI Midwest – Illinois, Michigan, Ohio, Indiana and Wisconsin
SBC ASI East – Connecticut.
- 1.3 CLEC** – Competitive Local Exchange Carrier
- 1.4 COMMITTED INFORMATION RATE** – The bit rate that the network commits to transfer data under normal conditions. Each PVC is assigned a committed information rate (CIR).
- 1.5 COMPANY** – SBC Advanced Solutions, Inc., Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Wisconsin, Inc., collectively referred to as SBC Advanced Solutions, Inc. ("SBC ASI").
- 1.6 CUSTOMER** – Any person, firm, partnership, corporation or other entity who subscribes to Service under an arrangement which incorporates, in whole or in part, these Terms and Conditions.
- 1.7 CUSTOMER DESIGNATED PREMISES** – A physical location where Company's facilities terminate to the Customer equipment or facilities.
- 1.8 END USER** – An individual, association, corporation, government agency or entity that subscribes to the Service and does not resell the Service to others or use the Service as an input to provide an information Service to others. An End User is not an Internet Service Provider that purchases DSL Transport to provide high speed Internet Access information Services to others. For DSL Transport, the End User is the customer of the Internet Service Provider.
- 1.9 ICO ("Independent Company") Regions** - Refers to geographic areas within the SBC ASI Region that are not served by an affiliated ILEC.
- 1.10 ILEC** – Incumbent Local Exchange Carrier

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SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS (Cont'd)

- 1.11 IXC** – Interexchange Carrier
- 1.12 LOGICAL CONNECTION** – Provides end-to-end information transfer capability from one port to another.
- 1.13 PERMANENT VIRTUAL CIRCUIT** – (PVC) Software defined logical paths established between two or more points (point to point or point to multi-point). All cells, in all sessions between two end points, follow the same route. The PVC defines the logical path from the Customer's premises through Company's ATM network to the desired destination, typically another Customer premises location. The PVC is established with the Customer's desired bandwidth at the time the circuit is initially turned up for service, which will remain in place until the Customer decides to change the PVC path or bandwidth.
- 1.14 VIRTUAL SESSION** – The active communications path between Company's ATM network and End User premises.

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SBC ADVANCED SOLUTIONS, INC.
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SECTION 2 – GENERAL TERMS

2.1 Undertaking of Company

- 2.1.1** Service is furnished for interstate advanced telecommunications Services originating or terminating at specified points within the United States.
- 2.1.2** Company shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in these Terms and Conditions. In the event that Company transfers Service to an affiliate, subsidiary or assign, Company shall transfer all rights and obligations set forth in the Terms and Conditions to that affiliate, subsidiary or assign.
- 2.1.3** Company may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines, facilities or network elements provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or Service.
- 2.1.4** Company will pass on and bill to Customer any charges it incurs (including any applicable recurring and nonrecurring charges, time and material charges, or special construction charges) from other Service providers, such as ILECs, IXCs and CLECs, necessary to complete provision or maintenance of a Service to Customer's designated premises.
- 2.1.5** Company will pass on and bill to Customer any charges it incurs (including any applicable cancellation or termination charges) from other Service providers, such as ILECs, IXCs and CLECs, if Customer cancels an order prior to the Company committed Service date.
- 2.1.6** Services are provided 24 hours daily, seven days per week except as set forth in other sections of these Terms and Conditions.
- 2.1.7** Company shall be responsible for the installation, operation and maintenance of the Services.
- 2.1.8** Company reserves the right to test its Services for purposes including, but not limited to, the installation, operation and maintenance of the Services. Invasive testing may result in interruptions of Service.
- 2.1.9** Facilities utilized by Company to provide Service shall remain the property of the Company.
- 2.1.10** Company does not warrant that its facilities and Services meet standards other than those set forth herein, in specifically referenced industry standards or in network change notifications issued in compliance with Federal Rules and Regulations.

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GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 2 – GENERAL TERMS (Cont'd)

2.2 Limitations of Service

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of these Terms and Conditions. Service may not be available in some locations or in some areas.
- 2.2.2** Company reserves the right to discontinue furnishing Service, or to limit the use of the Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of these Terms and Conditions or for nonpayment by Customer.
- 2.2.3** Customer may not transfer or assign the use of Service, except with the prior written consent of Company. All these Terms and Conditions shall apply to any such permitted assignee or transferee. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.
- 2.2.4** Company may require Customer to sign an application form furnished by Company and to establish credit as provided in these Terms and Conditions, as a condition precedent to the initial establishment of Service. Company's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions of these Terms and Conditions. Company may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer.

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SBC ADVANCED SOLUTIONS, INC.
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SECTION 2 – GENERAL TERMS (Cont'd)

2.3 Limitations of Liability

- 2.3.1** Company warrants that the Service will be installed and maintained in good working order and that the Service will perform substantially in accordance with the requirements of these Terms and Conditions.
- 2.3.2** Company's warranty does not cover repairs for damages caused by any negligence, gross negligence, or intentional acts or omissions of Customer, or its officers, agents or employees. Except as specifically provided for herein, Company expressly disclaims all other warranties with respect to the Service, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- 2.3.3** Company's sole liability, whether in contract or in tort (including negligence, gross negligence or strict liability), for any failure, defect, error, loss, or omission in the provisioning of the Service ("Service Interruption") of any kind including, but not limited to, Service Interruption alleged to be caused by defective customer-owned or provided equipment or customer premises equipment ("Customer Equipment"), even if provided or installed by Company, is limited to refund of the proportionate charge for the period during which the Service was affected.
- 2.3.4** In no event will Company be liable to Customer, under any circumstances, for indirect, incidental, special or consequential damages of any kind whatsoever including, but not limited to, lost profits, lost revenue, failure to realize expected savings and loss of data, regardless of the form of action and whether or not such damages are foreseeable.
- 2.3.5** Company shall not be liable for unlawful use, or use by any unauthorized person, of its Service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Company.
- 2.3.6** Company shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by Company's facilities. Customer shall indemnify and hold harmless Company from any third-party claims asserting such liability.
- 2.3.7** Company shall not be liable for any damages Customer may incur as a result of the unauthorized use of the Services. Customer is responsible for controlling access to, and the use of, the Services provided by Company.
- 2.3.8** Company shall not be liable for temporary interruptions of Service that may occur as normal events in the provision of Service. Company has no control over third party networks accessed in the course of Customer's use of Service; therefore, Company shall not be liable for any delays and disruption caused by other network transmissions beyond Company's control.

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SECTION 2 – GENERAL TERMS (Cont'd)

2.4 Force Majeure

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

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

2.5 Law Enforcement and Civil Process

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

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

2.6 Provision of Services

2.6.1 Company will provide to the Customer the Services at the specified rates and charges, to the extent that such Services are or can be made available with reasonable effort.

2.6.2 For ATM and Frame Relay Services provided to the Customer, the Services are provided over such routes and facilities as Company may elect. Requests for special facilities or routing of Service may require special construction charges. Special construction is required if 1) facilities or equipment 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.

Special construction charges will be developed based on estimated costs. Written Customer approval and prepayment of all special construction charges must be provided to Company prior to start of construction. Company reserves the right to refuse Service if such special facilities or routing is deemed by Company to be detrimental to its economic, operational, security or other such interest.

SECTION 2 – GENERAL TERMS (Cont'd)

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2.7 Operation and Maintenance

2.7.1 Maintenance of Service

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

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

2.7.2 Availability of Testing

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

2.7.3 Interference or Impairment

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

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SECTION 2 – GENERAL TERMS (Cont'd)

2.8 Refusal and Discontinuance of Service

2.8.1 Company may refuse additional applications for Service or discontinue the provision of Services as set forth below if a Customer fails to comply with these Terms and Conditions (“Non-complying Customer”).

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

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

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

2.8.2 When Service is provided by more than one company, the companies involved in providing the joint Service may individually or collectively deny Service to a Non-complying Customer.

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SBC ADVANCED SOLUTIONS, INC.
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SECTION 2 – GENERAL TERMS (Cont'd)

2.9 Use of Service

2.9.1 Assignment and Transfer of Facilities

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

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

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

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

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

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SECTION 2 – GENERAL TERMS (Cont'd)

2.9 Use of Service (Cont'd)

2.9.2 Unlawful and Abusive Use

2.9.2.A The Services shall not be used for an unlawful purpose or used in an abusive manner, however, Company is in no way obligated to monitor or police such activity. Abusive use includes:

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

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

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

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

2.10 Obligations of the Customer

2.10.1 Equipment, Space and Power

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

2.10.2 References to Company

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

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SECTION 2 – GENERAL TERMS (Cont'd)

2.10 Obligations of the Customer (Cont'd)

2.10.3 Damages

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

2.10.4 Claims and Demands for Damages

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

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

2.10.5 Certification of Service as Interstate

By ordering Services under these Terms and Conditions, Customer certifies Service will be used solely and exclusively for traffic that is interstate in nature or for jurisdictionally mixed traffic which contains greater than 10% interstate traffic.

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SECTION 2 – GENERAL TERMS (Cont'd)

2.11 Existing Customer Arrangements

- 2.11.1** These Terms and Conditions do not affect the rates, terms and conditions of Customers who entered into term contracts or term pricing plans pursuant to tariff prior to February 8, 2003. Such contracts or service arrangements and all rates, terms and conditions contained therein remain in effect for the duration of such Customers' terms.
- 2.11.2** Customers, who as of February 8, 2003 are purchasing services on a month-to-month basis, may continue to purchase such services under the same rates, terms and condition during a transitional period. Each such Customer will receive at least ninety-(90) calendar-day advance notice that Customer will no longer be permitted to obtain Service under the previously existing rates, terms and conditions.

2.12 Payment and Billing

- 2.12.1** Company or its billing agent will bill Customer (and not Customer's End User) and Customer will pay to Company or its billing agent on a monthly basis the charges set forth in these Terms and Conditions. Charges will commence on the date Service is made available by Company and will continue through the date Service is disconnected.
- 2.12.2** Charges are due on the date specified on the bill ("Payment Date").
- 2.12.3** Company or its billing agent may assess a late payment charge on any charges not received by the Payment Date. The late payment charge will be calculated according to the prevailing collections policy in place by Company or its billing agent, based on per month invoiced charges or portion thereof, for the period from the Payment Date until the payment is received. In no event will such charge exceed the maximum amount allowed by law. If this charge would exceed the maximum allowable charge in any jurisdiction where the Services have been provided but for which payment has not been received, the late payment charge shall be calculated at the maximum allowed by such jurisdiction.
- 2.12.4** Customer is responsible for payment of all charges for Service furnished to or used by Customer, or Customer's agents, servants, employees, or End Users. Customer is also responsible for payment of charges for all other third persons' use of Service to which Customer subscribes. All charges due from Customer are payable to Company or to Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to Company or its billing agent within thirty (30) calendar days after receipt of bill. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.12.5** If a billing dispute is resolved in favor of Customer, any billed charges and late payment charges collected on the disputed amount will be credited to Customer on Customer's bill.
- 2.12.6** If a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to the late penalty payment set forth above.

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SECTION 2 – GENERAL TERMS (Cont'd)

2.12 Payment and Billing (Cont'd)

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

2.13 Deposits, Advance Payments and Adjustments

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

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

2.13.3 Company may require or receive advance payment from Customer for purposes including, but not limited to security deposit.

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

2.14 Taxes

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

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

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

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

2.14.4 If applicable law excludes or exempts a purchase of Services from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if Customer complies with such procedure, Company, subject to section 2.14.2 above, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon Company's receipt of the exemption certificate or affidavit.

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SECTION 2 – GENERAL TERMS (Cont'd)

2.14 Taxes (Cont'd)

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

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 2 – GENERAL TERMS (Cont'd)

2.14 Taxes (Cont'd)

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

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

2.14.8 Federal Universal Service Fund (FUSF)

Company is required by the Federal Communications Commission (FCC) to contribute to the Federal Universal Service Fund (FUSF) to preserve and advance universal telecommunications services. The FCC sets the rate that Company is required to contribute, and the FCC can increase or decrease the rate on a quarterly basis. The FCC permits Company to assess a monthly surcharge for recovery of contributions paid by Company to FUSF and Company does assess such a charge. Company reserves the right to change the amount of the assessment based on changes made to the FUSF rate by the FCC. The FUSF assessment may not be discounted.

PROPRIETARY INFORMATION

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 2 – GENERAL TERMS (Cont'd)

2.15 Customer Equipment

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

2.16 Interconnection

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

2.17 Inspection, Testing and Adjustments

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

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

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

2.18 Provision of Service

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

2.19 Other Rules

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

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

Company reserves the right to modify the Terms and Conditions from time to time. Company will post any such modifications at www.sbc.com/public_affairs/regulatory_documents.

PROPRIETARY INFORMATION

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 3 - APPLICATION OF RATES

3.1 Rates

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

3.2.1 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing Service).

3.2.1 Installation of Service

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

3.2.2 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.

3.3 Monthly Recurring Charges

Monthly recurring charges are the rates applied each month for the Service being provided.

PROPRIETARY INFORMATION

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT

4.1 Service Description

- 4.1.1** 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. 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 to that End User a retail service that includes high speed DSL.
- 4.1.2** Company offers DSL Transport Service in several downstream/upstream operating speed combinations across its operating territory. The DSL Line provisioned by SBC ASI from 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 is designed to support downstream speeds up to 6.0 Mbps and upstream speeds ranging from 128 Kbps to 608 Kbps.
- 4.1.3** "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 within the range of the downstream speeds purchased in order for the End User to attain the range of speeds at their computer.
- 4.1.4** "Upstream" speeds represent connections 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 the Company's vendors or affiliates).

PROPRIETARY INFORMATION

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

4.1 Service Description (Cont'd)

4.1.5 Operating Speeds

Below are the speed tiers offered by Company. There is no minimum downstream speed associated with Primary and Primary+ packages.

| Package | Downstream Speeds | Upstream Speeds |
|----------------|--------------------------|------------------------|
| Primary * | Up to 384kbps | 128kbps to 384kbps |
| Primary + | Up to 1.5Mbps | 128kbps to 384kbps |
| Basic I | 384kbps to 1.5Mbps | 128kbps to 384kbps |
| Basic + | 768kbps to 1.5Mbps | 256kbps to 384kbps |
| Symmetric | 384kbps to 416kbps | 384kbps to 416kbps |
| Advanced | 1.5Mbps to 3.0Mbps | 384kbps to 512kbps |
| Premium I | 1.5Mbps to 6.0Mbps | 384kbps to 608kbps |
| Advanced + | 3.0Mbps to 6.0Mbps | 512kbps to 768kbps |

* Effective May 2, 2005, the Primary speed tier will no longer be available to new or existing Customers wishing to place orders for Primary speed tier service. End-users provisioned on the Primary speed tier service prior to May 2, 2005, whose circuit has been "disconnected in error", will be reprovisioned with the Primary speed tier service provided the Customer retains the Primary product in their Service Provided (SP) profile.

PROPRIETARY INFORMATION

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT (Cont'd)

4.2 Service Provisioning

- 4.2.1** 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 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.
- 4.2.2** 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.
- 4.2.3** 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.
- 4.2.4** Company only supports one PVC or virtual session over a single DSL Line. Company supports only one PVC per DSL line. Where it delivers DSL traffic as PPP over L2TP, multiple sessions over a single DSL line are restricted. At present, where sessions are controlled, up to four (4) sessions can be requested at no additional cost.
- 4.2.5** Company only provides UBR Service.
- 4.2.6** Traffic Discard Priority does not apply.
- 4.2.7** Customer must have connectivity to Company's ATM network within the LATA 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.
- 4.2.8** SBC ASI West utilizes VP provisioning to each Company DSLAM in each central office or to each Company DSLAM host, where applicable, for Wholesale DSL Transport logical connectivity. The VPC provisioned to the Company's DSLAM in each central office, or to the Company DSLAM host, where applicable, will be billed at Standard ATM UBR VPC rates.

In Company DSLAMs or Company DSLAM hosts that have become exhausted (no ports available), a VPC to an alternate Company DSLAM in the same central office or to an alternate Company DSLAM host, where applicable, will be provided at no additional charge, given Customer has capacity in existing VPC.

- 4.2.9** SBC ASI Southwest and SBC ASI East utilize VC provisioning to Company's ATM network for Wholesale DSL Transport logical connectivity.

VC provisioning gives Customer access to all central office based DSLAMs in the LATA in which Customer requests Service.

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT (Cont'd)

Service Provisioning (Cont'd)

- 4.2.10** SBC ASI Midwest utilizes Layer Two Tunneling Protocol (L2TP) provisioning for Wholesale DSL Transport logical connectivity to each L2TP Access Concentrator in each LATA. Customer is billed at Standard ATM UBR VPC rates. A single UBR charge applies on each ATM Access in each LATA.
- 4.2.11** For SBC ASI Southwest, SBC ASI West and SBC ASI East, in cases where Company utilizes Optical Concentration Devices (OCDs) installed by Company's vendors or affiliates to provide DSL Transport, a VPC to each selected central office with an OCD is required. The first VPC to each selected central office with an OCD will be provided at no charge. Additional VPCs will be billed at r Standard ATM UBR VPC rates.

In Company OCDs that have become exhausted (no ports available), a VPC to an alternate Company OCD in the same central office will be provided at no additional charge, given Customer has capacity in existing VPC.

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT (Cont'd)

Service Provisioning (Cont'd)

4.3 Customer Support

- 4.3.1** Customer is responsible for providing all customer support to its End Users, and all marketing, billing, ordering and repair for its End Users.
- 4.3.2** 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.
- 4.3.3** 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.

4.4 Volume Commitment Plans

4.4.1 DSL Term Pricing Plan (DSL-TPP)

The DSL Term Pricing Plan (DSL-TPP) is a four (4) year rate discount plan available with all DSL Transport Arrangements. The DSL-TPP is available in seven (7) Volume Levels and provides Customers with stabilized rates for a four (4) year term period. Customer is required to acknowledge on the Service Provider Order and Profile Form that they wish to participate in DSL-TPP and identify the desired Volume Level.

Volume Levels

The Customer's DSL-TPP Volume Level will be based on their number of in service DSL Transport Arrangements. All available DSL Transport Arrangements, regardless of speed, will count toward the Volume Levels.

| Volume Level |
|---------------------|
| 300,000+ |
| 100,000 – 299,999 |
| 60,000 – 99,999 |
| 30,000 – 59,999 |
| 10,000 – 29,999 |
| 1,001 – 9,999 |
| Up to 1000 |

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT (Cont'd)

4.4 Volume Commitment Plans (Cont'd)

4.4.1 DSL Term Pricing Plan (DSL-TPP) (Cont'd)

Volume Levels (Cont'd)

Company will biannually review the number of installed DSL Transport Arrangements for all Customers, beginning with the end of the sixth month following the Customer's signing of the Service Provider Order and Profile Form. In the event the Customer's rate is changed following the biannual review, the change will take effect with the Customer's next complete billing cycle.

If at the time of the review the Customer has achieved enough DSL Transport Arrangements to advance to the next highest Volume Level, the Customer's rate for all DSL Transport Arrangements in service will convert to that of the applicable higher Volume Level in no more than 30 business days following the end of the month in which they were reviewed.

If at the time of the review it is determined that the number of DSL Transport Arrangements Customer has in service has decreased below the minimum number of in service Transport Arrangements required for their specified Volume Level, the Customer's rate for all DSL Transport Arrangements in service will convert to that of the applicable lower Volume Level in no less than 30 business days following the end of the month in which they were reviewed. Company will confirm to Customer in writing within five (5) business days of the rate conversion that such conversion has occurred.

Migration from DSL-VDP to DSL-TPP

Customers with DSL Transport Arrangements purchased under DSL-VDP pursuant to the Tariff or grandfathered contract who elect to participate in the DSL-TPP shall have those DSL Transport Arrangements migrated immediately to DSL-TPP when:

- 1) Customer elects to participate in DSL-TPP and terminate participation in the tariffed DSL-VDP or VDP provided pursuant to grandfathered contract within 180 days of February 8, 2003; and
- 2) Customer has satisfied its payment obligations on existing DSL Transport Arrangements (including Shortfall Liabilities, Volume Threshold Failure Liabilities and minimum commitment Termination Liabilities).

Within five (5) business days of the migration of such DSL Transport Arrangements to the DSL-TPP, Company will confirm to Customer in writing that such migration has occurred.

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT (Cont'd)

4.4 Volume Commitment Plans (Cont'd)

4.4.1 DSL Term Pricing Plan (DSL-TPP) (Cont'd)

Termination Liability

Each DSL Transport Arrangement ordered under or migrated to the DSL-TPP shall have a minimum term commitment of one (1) year. Customer will be assessed a Termination Liability for each DSL Transport Arrangement which is terminated by the Customer prior to the expiration of the one (1) year minimum term commitment, which includes time prior to the Arrangements being migrated to DSL-TPP from DSL-VDP under tariff or grandfathered contract. The Termination Liability shall be the lesser of:

- 1) \$114.00 per DSL Transport Arrangement; or
- 2) the aggregate of the remaining monthly rates until the expiration of the one (1) year minimum term commitment for each DSL Transport Arrangement.

Termination Liability applies to Customer under the following conditions:

- the Customer terminates the DSL Transport Arrangement but Customer's End User retains the associated local exchange service loop (local loop) prior to the expiration of the one (1) year minimum term commitment; or,
- prior to expiration of the one (1) year minimum term commitment, the Customer's End User moves to a Company area equipped to provide DSL Transport and does not have a DSL Transport Arrangement connected at the new address.

Termination Liability will not apply to Customers if:

- Customer's End User moves to a Company address not equipped to provide DSL Transport;
- Customer's End User moves to a Company area equipped to provide DSL Transport and the Customer continues the existing DSL Transport Arrangement; or,
- Customer terminates a DSL Transport Arrangement and the disconnect application date is within fourteen (14) calendar days after the service order completion date.

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT (Cont'd)

4.4 Volume Commitment Plans (Cont'd)

4.4.2 API Development

API is an interface to be deployed by Company that will simplify the Customer's ordering process for new DSL Transport Arrangements ordered after December 21, 2002. These API functionalities will provide Customer, without limitation, the ability via programmatic/automated synchronous interfaces to qualify lines; place orders; retrieve order status; disconnect Service; open, update and close trouble tickets; and retrieve trouble ticket status.

The chart below depicts the completion schedule, by functionality, for all regions:

| API Functionality | | | | |
|--------------------------|---------------------|-------------------|------------------------------|-------------------|
| SBC ASI Region | Ordering API | Status API | Trouble Ticketing API | Disconnect |
| SBC ASI West | October 2002 | April 2003 | April 2003 | April 2003 |
| SBC ASI Southwest | October 2002 | April 2003 | April 2003 | April 2003 |
| SBC ASI Midwest | October 2002 | April 2003 | April 2003 | April 2003 |
| SBC ASI East | January 2003 | April 2003 | April 2003 | April 2003 |

The Ordering, Status and Trouble Ticketing functionalities will be made available to Customers for testing and certification (i.e. released for commercial use at Customer's volumes) by the last day of the months specified above. The Disconnect functionality will be added to the Ordering API by the last day of the month specified above.

If Company fails to meet the set schedule for any API functionality, Customers participating in a Volume Commitment Plan that begin to test the API interfaces within 120 days of the functionalities becoming available will have their term period extended by a period of time equal to the period of time in which any of the above due dates were missed. For example, if Status API is not made available by Company until June 30, 2003, all Customers participating in a Volume Commitment Plan that begin to test the Status API interface within 120 days of June 30, 2003 will have their term period extended for two (2) months. If Company misses more than one (1) due date, the extension will be equal to the longest of the missed time periods.

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT (Cont'd)

4.5 Rate Elements

A monthly rate and nonrecurring charge apply, as specified in Section 4.6 Rates, based upon the speed of the connections.

4.5.1 Service Downgrade Charge

A charge applies for each DSL Transport Arrangement provided under DSL-TPP in which Customer requests a downgrade in the speed offering. A Downgrade is defined as converting an existing DSL Transport Arrangement to a new DSL Transport Arrangement that results in either:

- A reduction in upstream speed;
- A reduction in downstream speed; or
- The elimination of minimum downstream speed.

The DSL Transport Speed Tier Hierarchy (from lowest to highest) is listed below:

| DSL Transport Speed Tier Hierarchy |
|---|
| Primary |
| Primary+ |
| Basic I |
| Basic+ |
| Symmetric |
| Advanced |
| Premium I |
| Advanced+ |

* Effective May 2, 2005, the Primary speed tier will no longer be available to new or existing Customers wishing to place orders for Primary speed tier service. End-users provisioned on the Primary speed tier service prior to May 2, 2005, whose circuit has been “disconnected in error”, will be reprovisioned with the Primary speed tier service provided the Customer retains the Primary product in their Service Provided (SP) profile. Customers will not be charged for speed downgrades that are a result of Company’s inability to provide the minimum sync rate.

4.5.2 Service Rearrangement Charge

A charge applies when Customer requests to move DSL Transport Arrangements from one PVC connection to another PVC connection located on the same or different ATM switch. A service order is issued for each DSL Transport Arrangement requested to be rearranged. The Service Rearrangement Charge applies per DSL Transport Arrangement and is separate from the ATM Network Change Charge or Move Charge. For Service Rearrangements that occur as a result of an upgrade in ATM transmission speed, and that occur within 60 days of the ATM installation date, the Service Rearrangement Charge will be waived.

Customer should contact its Account Manager to request service rearrangements.

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT (Cont'd)

4.5 Rate Elements (Cont'd)

4.5.3 Assignment & Transfer Charge

A charge applies when Customer requests a billing name change that does not require any physical work, logical changes or other miscellaneous work to be performed on the associated DSL Transport Arrangements. A service order is issued for each DSL Transport Arrangement associated with the billing name that is changed.

Customer should contact its Account Manager to request this order activity.

4.5.4 Trouble Isolation Charge

When Customer requests and authorizes Company to dispatch a technician for trouble at End User premises and no trouble is found in Company's equipment/facilities, or trouble is due to End User equipment, then Customer will be billed a Trouble Isolation Charge for the period of time beginning when the technician arrives at the End User premises and ending when the trouble isolation is complete. No charge will be applied if trouble is found in Company's equipment/facilities.

When trouble is isolated to a defective jack and/or wiring, Trouble Isolation Charges may not apply if the following conditions exist:

- 1) End User currently subscribes to a wiring protection plan offered by the SBC ILEC;
- 2) Company has an existing contract with the SBC ILEC to perform inside wiring work on their behalf; and
- 3) The work required is covered under the wiring protection plan the End User subscribes to.

Authorization for Company to dispatch a technician will only be accepted from Customer or Customer's Agent. Company requires full name and telephone number of person authorizing the trouble isolation dispatch. By authorizing the dispatch, Customer accepts the charges found in Section 4.6, following.

4.5.5 Service Order Charge

A charge will apply when Customer requests that Company manually input order for new service activation or Customer's End User moves from one physical location to another requiring a move order be processed. Service Order Charge will be waived when Company receives the order electronically through Company's ordering system for new service activation or move.

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT (Cont'd)

4.6 Rates and Charges

The rates below do not include the Federal Universal Service Fund (FUSF) monthly surcharge or any other Tax assessed by Company. The current FUSF contribution factor set by the FCC can be found at:

www.fcc.gov/wcb/universal_service//quarter.html

| Offering | DSL-TPP 4 Yr. Up to 1,000 | DSL-TPP 4 Yr. 1,001 9,999 | DSL-TPP 4 Yr. 10,000 29,999 | DSL-TPP 4 Yr. 30,000 59,999 | DSL-TPP 4 Yr. 60,000 99,999 | DSL-TPP 4 Yr. 100,000 299,999 | DSL-TPP 4 Yr. 300,000+ |
|------------|------------------------------------|------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--|------------------------------|
| Primary * | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 |
| Primary + | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 |
| Basic I | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 | \$16.50 |
| Basic + | \$22.00 | \$22.00 | \$22.00 | \$22.00 | \$22.00 | \$22.00 | \$22.00 |
| Symmetric | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| Advanced | \$24.00 | \$24.00 | \$24.00 | \$24.00 | \$24.00 | \$24.00 | \$24.00 |
| Premium I | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| Advanced + | \$34.00 | \$34.00 | \$34.00 | \$34.00 | \$34.00 | \$34.00 | \$34.00 |

* Effective May 2, 2005, the Primary speed tier will no longer be available to new or existing Customers wishing to place orders for Primary speed tier service. End-users provisioned on the Primary speed tier service prior to May 2, 2005, whose circuit has been “disconnected in error”, will be reprovisioned with the Primary speed tier service provided the Customer retains the Primary product in their Service Provided (SP) profile.

| Additional Charges – per arrangement | | NRC |
|--------------------------------------|--------------|------------------------|
| Assignment & Transfer Charge | | \$3.50 |
| Service Rearrangement Charge | | \$11.00 |
| Service Downgrade Charge | | \$50.00 |
| Service Order Charge | | \$50.00 |
| Trouble Isolation Charges** | | |
| | First ½ Hour | Each Additional ½ Hour |
| Basic | \$60.00 | \$35.00 |
| Overtime | \$75.00 | \$45.00 |
| Premium | \$90.00 | \$50.00 |

** Basic time is defined as 8 a.m. – 5 p.m. Monday through Saturday, not including Company holidays. Overtime is defined as non-business hours; 5:01 p.m. to 7:59 a.m., Monday through Saturday, not including Company holidays. Premium time is all day Sunday and any Company holiday. Charges apply on a half-hour basis, with fractional hours rounded to the next half-hour increment. Charges are subject to change.

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT (Cont'd)

4.7 Promotions

Wholesale Digital Subscriber Line (DSL) Transport Reduced Recurring Rate

The Wholesale Digital Subscriber Line (DSL) Transport Reduced Recurring Rate promotion applies to Wholesale DSL Transport Services purchased under the DSL Term Pricing Plan ("DSL-TPP") from the SBC Advanced Solutions, Inc. Generally Available Terms and Conditions for SBC Internet Services. For the period of October 19, 2004 through January 31, 2005, Primary, Primary + and Basic I speed tiers of Wholesale DSL Transport Service purchased under the DSL-TPP will have an \$18 monthly recurring charge based on the following terms:

- 1) Promotional rates apply to new orders and orders for existing lines that renew for another year during the promotional period.
- 2) The promotional rate includes FUSF but does not include other applicable taxes as stated in Section 2.14.
- 3) Each DSL Transport Arrangement purchased under this promotional rate must remain active a minimum period of one year.
- 4) Eligible lines ordered during the promotional period will have the promotional rate applied through January 31, 2006. After that date, the rate for these lines will adjust to the applicable rates in these Terms and Conditions.
- 5) All other wholesale rates remain the same.

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SBC ADVANCED SOLUTIONS, INC.
GENERALLY AVAILABLE TERMS AND CONDITIONS FOR SBC INTERNET SERVICES

SECTION 4 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT (Cont'd)

4.7 Promotions (Cont'd)

Wholesale Digital Subscriber Line (DSL) Transport Reduced Recurring Rate

The Wholesale Digital Subscriber Line (DSL) Transport Service Reduced Recurring Rate Promotion applies to Wholesale DSL Transport Services purchased under the DSL Term Pricing Plan (“DSL-TPP”) from the SBC Advanced Solutions, Inc. Generally Available Terms and Conditions for SBC Internet Services. For the period of June 1, 2005 through December 31, 2005, Primary*, Primary + and Basic I speed tiers of Wholesale DSL Transport Service purchased under the DSL-TPP will have an \$11.50 monthly recurring charge. The Advanced speed tier of Wholesale DSL Transport Service purchased under the DSL-TPP will have a \$21.50 monthly recurring charge. All charges are based on the following terms:

- 1) Promotional rates apply to new orders placed during the promotional period and existing Primary*, Primary +, Basic I and Advanced lines in service prior to June 1, 2005.
- 2) The promotional rate does not include FUSF or any other Taxes assessed by Company.
- 3) Eligible lines will have the promotional rate applied through December 31, 2005. After that date, the rate for these lines will adjust to the applicable rates in these Terms and Conditions, or for embedded base Customers, the rates outlined in their contract.
- 4) Existing Wholesale DSL lines currently receiving promotional pricing do not qualify for this promotion.
- 5) All other wholesale rates remain the same.

* Effective May 2, 2005, the Primary speed tier will no longer be available to new or existing Customers wishing to place orders for Primary speed tier service. This promotion only applies to End-users provisioned on the Primary speed service tier prior to May 2, 2005.

PROPRIETARY INFORMATION

Not for use or disclosure outside ASI, except for ASI Customers with a current Service Provider Profile who may use such information solely in connection with services obtained from ASI.