

Southwestern Bell Communications Services, Inc.
d/b/a SBC Long Distance
Lisa Andrejko, Associate Director Regulatory
5850 W. Las Positas Blvd.
Pleasanton, California 94588

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

(A) LEC Billing

- .1 The Company utilizes LEC billing. With LEC billing, the Customer's charges for the Company's Services are billed on a separate page from the Customer's bill for local service or local toll service. Call detail is available with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.
- .2 A Customer subscribing to outbound Service(s) that are LEC-billed may have multiple WTNs reported on the same BTN. A Customer subscribing to TFS may have multiple TFS Numbers associated with the same BTN.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

(B) Other Billing Arrangements

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. For usage sensitive Switched Services, call detail is available with the bill. Payment in full is due by the due date disclosed on the bill. The Customer will have at least twenty-one (21) days from the rendition of a bill to pay the charges stated. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of \$5.00 or 1.5% per month, whichever is greater. The one-time charge shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies.

Customers that are direct-billed must provide the Company updated information within fifteen (15) days of a change in billing address and/or contact information. If the Customer fails to timely provide such updated information, the Company reserves the right to terminate Service on five (5) days verbal or written notice to last know address/contact, and the Customer shall be responsible for any and all early termination fees.

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2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

(C) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

(D) Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Bill detail will be provided by the Company in a separate mailing.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.3 Special Bill Detail For Customers With MAC/MMC

For Customers that commit to a MAC or an MMC, the Customer's master bill will contain:

- (A) the Customer's MAC or MMC revenue commitment;
- (B) number of accounts used towards the MAC/MMC;
- (C) the length of the term plan, if applicable, and the term plan agreement end date;
- (D) year-to-date cumulative dollar revenue applicable to the MAC; and
- (E) current period cumulative dollar revenue applicable to the MAC/MMC.

2.9.4 Grace Period

For Data Services, billing for all MRCs will commence on Customer's due date. However, if a Customer is unable or not ready to accept Service within twenty-five (25) calendar days after the original Service due date, the Customer may cancel the Service Order and pay a Service Order Cancellation Charge. If the Customer does not cancel the Service Order or arrange for Service installation, the Company will commence billing on the original Service due date. If Service is cancelled by the Customer after billing commences but before Service installation, the Customer is liable for the TLC pursuant to Section 2.26.2 of this Tariff.

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2.10 Disputed Charges

- 2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim.
- 2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.11 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.
- 2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.

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2.11 Customer Service Department

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to the appropriate office. The Customer may also contact the Company's Customer Service Department by calling a toll free number. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers subscribing to calling card Service, the Customer Service number is displayed on the card and provided in the information sent to the Customer with the calling card. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's bill detail.

2.12 Changes to Rates and Charges

In accordance with Commission rules, the Company may adjust its current rates and charges for Services by filing revised Tariff pages with the Commission. When usage rates are being changed, the change will become effective with the next billing period after the effective date of the rate change.

SECTION 2 - RULES AND REGULATIONS

2.13 Timing of Calls

- 2.13.1 On Station-to-Station calls and on Direct-Dialed calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined based on standard industry answer detection methods, including hardware and software answer detection. However, when Services are directly connected to a Customer-provided communications systems at the Customer's or End User's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer-provided communications system. It is the Customer's responsibility to furnish appropriate answer supervision to the point of interface with the Company's Service so that chargeable time may begin.
- 2.13.2 On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.
- 2.13.3 Chargeable time ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

SECTION 2 - RULES AND REGULATIONS

2.14 Rate Periods

Different rates may be applicable to a call at different times of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. All times shown are local time at the calling station in the case of an outbound call and at the called station in case of an inbound toll free call.

2.15 Determining Rate In Effect

For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For Toll Free Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. If a unit of time is split between two (2) or more rate periods, each rate period applies to the portion of the call that occurred during that rate period rounded to the nearest billing increment. If a call is completed by an operator, the time at the beginning of each initial or additional rate period determines the applicable rate period. When a message spans more than one rate period, total charges for each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. The Company may offer a discount or a reduced rate per minute for directors, officers or employees of the Company or of an affiliated company that subscribe to one of the Company's Service offerings described in Section 3 of this Tariff.

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2.16 Application of Charges

2.16.1 Rounding

Each usage sensitive Switched Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Tariff. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes. The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

2.16.2 BTN Account Changes

(A) Discounts

A change in Service or enrollment in a promotional offering that impacts the Customer's usage discount is effective on the first day of the next billing cycle after the change order is processed.

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2.16 Application of Charges (continued)

2.16.3 Monthly Recurring, Optional Feature or One-Time Charge

- (A) If Service is provided for less than a billing cycle, all associated intrastate monthly recurring charges will be prorated for the time Service was provided to the Customer.
- (B) For Customers subscribing to intrastate Service as an add-on to the Company's interstate service, the applicable interstate monthly recurring, optional feature or one-time charges are specified in the Company's interstate Voice Product Reference and Pricing Guide which may be found at www.sbc.com and are paid in lieu of intrastate monthly recurring, optional feature or one time charges.

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2.17 Taxes, Surcharges, and Fees

2.17.1 General

Customer will be responsible for the payment for all Services provided by the Company and for the payment of all excise, sales, use, gross receipts, or other taxes and surcharges. Federal excise tax, and state and local sales, use, and similar taxes and surcharges shall be billed separately from charges for Services. The Company may also impose surcharges on Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or to pay to, others in support of statutory or regulatory programs (e.g. universal service funds). The Company will not provide advance notice of changes to taxes and surcharges, except as required by law.

SECTION 2 - RULES AND REGULATIONS

2.17 Taxes, Surcharges, and Fees (continued)

2.17.2 Tax Exemption Certificate

- (A) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.
- (B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.
 - .1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.
 - .2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.
- (C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

SECTION 2 - RULES AND REGULATIONS

2.18 Interruption of Service

- 2.18.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.18.2 To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking of all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.18.3 No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.
- 2.18.4 For Services with usage-sensitive rates, credit allowances for cutoff, wrong number, or poor transmission are subject to the general liability provisions set forth in Section 2.3.1 of this Tariff. If the Customer desires a credit for any Service interruption, the Customer must contact the Company via telephone or in writing. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.

SECTION 2 - RULES AND REGULATIONS

2.19 Cancellation of Service By Customer

2.19.1 Cancellation of an Existing Service

- (A) Unless the Customer has signed a term plan agreement, the Company may require the Customer to give thirty (30) days' written or oral notice to the Company. Notice should be addressed to the Company's Customer Service Department. Cancellation of the Customer's Service will be effective when the Customer's account status is changed to inactive in the appropriate data base(s).
- (B) For rules and regulations regarding cancellation of a term plan agreement, see Section 2.26 of this Tariff.

2.19.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins

If a Customer (1) orders Service requiring special facilities dedicated to the Customer's use or requests that the Company order Dedicated Access arrangements as an agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

If the Customer cancels a Service Order prior to Service installation and Customer acceptance of Service, a Service order Cancellation charge may apply. See Section 5.15.2 (C) of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.20 Termination of Service By Company

2.20.1 The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

2.20.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

2.21 Restoration of Services

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

SECTION 2 - RULES AND REGULATIONS

2.22 Terminal Equipment

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX, key system, CSU/DSU, router, or other network termination equipment. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.23 Notices

2.23.1 Any notice the Company may give to a Customer will be by written notice mailed to the Customer's billing address or to such address as may be subsequently given by the Customer to the Company. Except as otherwise provided by these rules or in a signed agreement, any notice from the Customer may be given by the Customer or the Customer's authorized representative to the Company orally or by written notice mailed to the Company.

2.23.2 Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

SECTION 2 - RULES AND REGULATIONS

2.24 Lost Or Stolen Calling Card Or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new calling card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

2.25 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans following natural or man-made disasters which affect Service.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments

2.26.1 General

- (A) As a condition of obtaining a specific Service offering, a Customer may be required to make a (1) MAC and a term plan commitment; (2) a MAC, an MMC, and a term plan commitment; or (3) an MMC without a term plan commitment. The terms and conditions for qualifying for each specific offering is described in Section 3 this Tariff. Business Customers subscribing to one of the Company's High Volume Calling plans or SBC Long Distance Virtual Private Network (VPN) are required to sign term plan agreements.
- (B) By committing to a MAC or an MMC, the Customer commits to spending a predetermined dollar revenue volume, either annually in the case of a MAC or monthly in the case of an MMC.
- (C) By making a term plan commitment, the Customer commits to remain a Customer of Company for a specified length of time.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC

(A) Customer Subscribes To Any of the Company's High Volume Calling Plans

When the Company acts as an agent of the Customer for provisioning the Local Access required to provide any of the Company's Switched Services that required Dedicated Access and the associated MRCs are paid to the LEC or CLEC directly by the Company on behalf of the Customer, the revenue associated with these pass-through charges will contribute toward meeting the Customer's MAC or MMC.

In addition, revenue associated with any of the Company's High Volume Calling plans and Calling Card - Option 3 and Option 3 categories contributes towards meeting the MAC or MMC as described below. If a Customer subscribes to other inbound, outbound or calling card Services, the revenue will not be counted when calculating whether or not the Customer has met the MAC or MMC commitment for High Volume Calling.

.1 A MAC or MMC commits the Customer to paying the Company a predetermined amount of revenue resulting from:

- .a 1+ outbound domestic and International usage;
- .b domestic inbound usage and usage charges associated with Canadian Toll Free Service;

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(A) Customer Subscribes To Any of the Company's High Volume Calling Plans
(continued)

.1 (continued)

- .c domestic and International usage for calling card calls billed to the Calling Card - Option 3 and Option 3 categories ;
- .d Reserved for future use;
- .e Reserved for future use;
- .f Reserved for future use;
- .g monthly recurring, ancillary, and administrative charges associated with the Company's DVA 6-Pack and/or DVA 12-Pack where available;
- .h monthly recurring, ancillary, and administrative charges associated with the Company's PRI-ISDN where available;
and
- .i any credits associated with a qualified usage item.

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2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(A) Customer Subscribes To Any of the Company's High Volume Calling Plans (continued)

- .2 Charges associated with directory assistance Service, monthly recurring charges and one time charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MAC or MMC.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(A) Customer Subscribes To Any of the Company's High Volume Calling Plans
(continued)

- .3 For Customers subscribing to outbound Service with one BTN, all qualified usage generated under all of the Customer's WTNs billed under that BTN will be totaled to determine if the Customer has met the MAC or MMC for the Customer's BTN. For Customers subscribing to TFS with one BTN, all qualified usage generated under all of the Customer's TFS Numbers associated with that BTN will be totaled to determine if the Customer has met the MAC or MMC for the Customer's BTN.
- .4 For selected Services, a Customer with multiple BTNs can group those BTNs together into one Aggregation ID such that all usage within this group can be combined. See Section 2.27 of this Tariff for explanation of Aggregation ID.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

- (B) Customer Subscribes To Business Long Distance Value 50, Business Long Distance Value 100, Business Long Distance 50 Plus 1 Year, Business Long Distance 50 Plus 2 Year, Business Long Distance 100 Plus 1 Year, Business Long Distance 100 Plus 2 Year, Business Long Distance 50, Business Long Distance 50 Connections 1 Service, Business Long Distance 50 Connections 2 Service, Business Long Distance 50 Connections 3 Service, Business Long Distance 100, Business Long Distance 100 Connections 1 Service, Business Long Distance 100 Connections 2 Service, Business Long Distance 100 Connections 3 Service, and Business Long Distance 200

For Customers subscribing to any of the Services listed above, only revenue associated with the Service and Calling Card - Option 2 and Option 2 categories contributes towards meeting the MMC. If a Customer subscribes to other inbound, outbound or calling card Services, the revenue will not be counted when calculating whether or not the Customer has met the MMC associated with the Service.

- .1 An MMC commits the Customer to paying the Company a predetermined amount of revenue resulting from:
- .a 1+ outbound domestic and International usage;
 - .b domestic inbound usage and usage charges associated with Canadian Toll Free Service;

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2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(B) Customer Subscribes To Business Long Distance Value 50, Business Long Distance Value 100, Business Long Distance 50 Plus 1 Year, Business Long Distance 50 Plus 2 Year, Business Long Distance 100 Plus 1 Year, Business Long Distance 100 Plus 2 Year, Business Long Distance 50, Business Long Distance 50 Connections 1 Service, Business Long Distance 50 Connections 2 Service Plan, Business Long Distance 50 Connections 3 Service, Business Long Distance 100, Business Long Distance 100 Connections 1 Service, Business Long Distance 100 Connections 2 Service, Business Long Distance 100 Connections 3 Service, and Business Long Distance 200 (continued)

.1 (continued)

- .c domestic and International usage for calling card calls billed to the Calling Card - Option 2 and Option 2 categories; and
- .d any credits associated with a qualified usage item.

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2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(B) Customer Subscribes To Business Long Distance Value 50, Business Long Distance Value 100, Business Long Distance 50 Plus 1 Year, Business Long Distance 50 Plus 2 Year, Business Long Distance 100 Plus 1 Year, Business Long Distance 100 Plus 2 Year, Business Long Distance 50, Business Long Distance 50 Connections 1 Service, Business Long Distance 50 Connections 2 Service Plan, Business Long Distance 50 Connections 3 Service, Business Long Distance 100, Business Long Distance 100 Connections 1 Service, Business Long Distance 100 Connections 2 Service, Business Long Distance 100 Connections 3 Service, and Business Long Distance 200 (continued)

.2 Charges associated with directory assistance Service, monthly recurring charges and one time charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MMC or MAC.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

- (C) Customer Subscribes To Business Domestic Value Saver 15, Business Domestic Saver 15 Plus 1 Year, Business Domestic Saver 15 Plus 2 Year, Business Domestic Saver 15, Business Domestic Saver 15 Deluxe, Business Domestic Saver, Business Domestic Saver Deluxe, Business Domestic Saver 15 Connections 1 Service, Business Domestic Saver 15 Connections 2 Service or Business Domestic Saver 15 Connections 3 Service

For Customers subscribing to any of the Services listed above, only revenue associated with the Service and Calling Card - Option 2 and Option 2 categories contributes towards meeting the MMC. If a Customer subscribes to other inbound, outbound or calling card Services, the revenue will not be counted when calculating whether or not the Customer has met the MMC associated with the Service.

- .1 An MMC commits the Customer to paying the Company a predetermined amount of revenue resulting from:
- .a 1+ outbound domestic usage;
 - .b domestic inbound usage and usage charges associated with Canadian Toll Free Service;
 - .c domestic usage and for fully automated calling card calls billed to the Calling Card - Option 2 and Option 2 categories; and
 - .d any credits associated with a qualified usage item.

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2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(C) Customer Subscribes To Business Domestic Value Saver 15, Business Domestic Saver 15 Plus 1 Year, Business Domestic Saver 15 Plus 2 Year, Business Domestic Saver 15, Business Domestic Saver 15 Deluxe, Business Domestic Saver, Business Domestic Saver Deluxe, Business Domestic Saver 15 Connections 1 Service, Business Domestic Saver 15 Connections 2 Service or Business Domestic Saver 15 Connections 3 Service (continued)

.2 Charges associated with directory assistance Service, monthly recurring charges and one time charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MMC.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(D) Customer Subscribes to SBC Long Distance Virtual Private Network (VPN)

Only revenue from Switched Services (Switched Access and Dedicated Access) associated with a particular Corporate BAN will contribute toward meeting the MAC. Revenue from data products will not aggregate to meeting the MAC, even if the Services reside on the same Billing Hierarchy.

- .1 A MAC commits the Customer to paying the Company a predetermined amount of revenue resulting from intrastate, interstate, and International 1+ usage charges, (excluding taxes, surcharges and fees), and MRCs as described below. If listed below, usage charges and MRCs associated with VPN always accumulate towards meeting the MAC. If listed below, usage charges and MRCs for all other Services accumulate toward meeting the MAC only if the Aggregation ID for those Services is the same Aggregation ID as the VPN Billing Hierarchy. See Section 2.27 of this Tariff for rules and regulations regarding Aggregation ID.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(D) Customer Subscribes to SBC Long Distance Virtual Private Network
(VPN) (continued)

.1 (continued)

- .a 1+ usage charges from all of the Customer's outbound and Toll Free Service offerings provided by the Company;
- .b 1+ usage generated from VPN remote access calls;
- .c 1+ usage generated from calls billed to the Company's LEC Card, Calling Card - Option 2 and Option 2 categories, or Calling Card - Option 3 and Option 3 categories;
- .d MRCs for VPN and TFS features;
- .e MRCs for DVA and PRI-ISDN access lines associated with the Company's High Volume Dedicated Outbound Calling Service as described in Section 3.7 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(D) Customer Subscribes to SBC Long Distance Virtual Private Network (VPN) (continued)

- .2 Charges associated with Directory Assistance Service, onetime or non-recurring charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and good will adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MAC.
- .3 There may be only one VPN Service per Corporate BAN of a Billing Hierarchy. All qualified usage charges and MRCs generated under all of the Customer's BANs under that Corporate BAN will be totaled to determine if the Customer has met the VPN MAC.
- .4 If a Customer's VPN Service has multiple Corporate BANs, the Customer must commit to a separate MAC for each Corporate BAN with VPN Service. If VPN Service is associated with more than one Corporate BAN, the VPN Service associated with a particular Corporate BAN will only contribute to the MAC for that Corporate BAN; i.e., VPN usage charges and MRCs do not aggregate across Corporate BANs or Billing Hierarchies.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.3 Under-Utilization Charges

(A) Unmet MAC With Term Plan

If a Customer subscribing to any of the Company's High Volume Calling plans, fails to meet its MAC, the Customer will be billed the difference between the actual usage and the unmet MAC within two (2) billing cycles of the Customer's yearly anniversary date.

If a Customer subscribing to VPN Service fails to meet its MAC, the Customer will be billed the difference between the actual usage and the unmet MAC as an under-utilization charge.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.3 Under-Utilization Charge

(B) Unmet MMC

- .1 If a Customer subscribing to any of the Company's High Volume Calling plans fails to meet its MMC in any given billing month, the Customer will be billed the difference between the actual usage revenue and the unmet MMC within two (2) billing cycles of the billing period in which the shortfall occurred. If a Customer subscribing to any of the following services fails to meet its MMC in any given billing month, the Customer will be billed the difference between the actual usage revenue and the unmet MMC for the billing cycle in which the shortfall occurred.
 - .a Business Domestic Saver
 - .b Business Domestic Saver 15
 - .c Business Domestic Saver 15 Connections 1 Service
 - .d Business Domestic Saver 15 Connections 2 Service
 - .e Business Domestic Saver 15 Connections 3 Service
 - .f Business Domestic Saver 15 Deluxe
 - .g Business Domestic Saver Deluxe
 - .h Business Long Distance 50
 - .i Business Long Distance 50 Connections 1 Service
 - .j Business Long Distance 50 Connections 2 Service
 - .k Business Long Distance 50 Connections 3 Service
 - .l Business Long Distance 100
 - .m Business Long Distance 100 Connections 1 Service

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.3 Under-Utilization Charge (continued)

(B) Unmet MMC (continued)

.1 (continued)

.n	Business Long Distance 100 Connections 2 Service
.p	Business Long Distance 100 Connections 3 Service
.q	Business Long Distance 200
.r	Business Domestic Saver 15 Connections 1 Plus
.s	Business Domestic Saver 15 Connections 2 Plus
.t	Business Long Distance 50 Connections 1 Plus
.u	Business Long Distance 50 Connections 2 Plus
.v	Business Long Distance 100 Connections 1 Plus
.w	Business Long Distance 100 Connections 2 Plus
.x	Business Domestic Saver 15 Plus
.y	Business Long Distance 50 Plus
.z	Business Long Distance 100 Plus
.aa	Business Long Distance Value 50
.ab	Business Long Distance Value 100
.ac	Business Domestic Value Saver 15

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.3 Under-Utilization Charge (continued)

(B) Unmet MMC (continued)

- .2 Customers subscribing to any of the Company's High Volume Calling plans and committing to an MMC will be given up to a three (3) month period for usage ramp up before any under-utilization charge is assessed. If a Customer subscribing to any of the Company's High Volume Calling plans subscribes to an MMC on any date other than the first day of the billing cycle, the partial first month is counted as a full month when determining the length of the ramp up period.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.4 Change in MAC/Term Plan Commitment

(A) Change In MAC and No Change in Length of Term Plan

.1 Higher MAC

If the Customer changes to a higher MAC and does not change the length of the term plan agreement, no charge or fee applies and no new term plan agreement is required. To calculate the adjusted annual MAC, prorate the old MAC and prorate the new MAC.

.2 Lower MAC

If the Customer changes to a lower MAC and does not change the length of the term plan agreement, an under-utilization charge will be assessed. The under-utilization charge is equal to the difference between the qualified usage toward the current MAC and the unmet MAC in the current year. A new term plan agreement must be signed by the Customer with new begin/end dates.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.4 Change in MAC/Term Plan Commitment (continued)

(B) Change In MAC and Change in Length of Term Plan

.1 Higher MAC and Longer Term Plan Commitment

If the Customer changes to a higher MAC and a longer term plan commitment, no charge or fee applies. A new term plan must be signed by the Customer with new begin/end dates.

.2 Lower MAC and Shorter Term Plan Commitment

If the Customer changes to a lower MAC and a shorter term plan commitment, an under-utilization charge will be assessed. The under-utilization charge will be the difference between (number of years in old term plan times old MAC) minus (total usage accumulated to date in the current MAC year). A new term plan must be signed by the Customer with new begin/end dates.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.4 Change in MAC/Term Plan Commitment (continued)

(B) Change In MAC and Change in Length of Term Plan (continued)

.3 Lower MAC and Longer Term Plan Commitment

If the Customer changes to a lower MAC and a longer term plan, an under-utilization charge may apply. The old MAC/term plan revenue commitment will be compared to the new MAC/term plan revenue. If the new MAC/term plan total revenue commitment for the length of the term plan agreement is greater than the old MAC/term plan total revenue commitment for the length of the term plan agreement, no charge or fee applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, an under-utilization charge applies. The under-utilization charge is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin/end dates.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.4 Change in MAC/Term Plan Commitment (continued)

(B) Change In MAC and Change in Length of Term Plan (continued)

.4 Higher MAC and Shorter Term Plan Commitment

If the Customer changes to a higher MAC and a shorter term plan, an under-utilization charge may apply. The old MAC/term plan revenue commitment for the length of the term plan agreement will be compared to the new MAC/term plan revenue commitment for the length of the term plan agreement. If the new MAC/term plan revenue commitment is greater than the old MAC/term plan revenue commitment, no charge or fee applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, an under-utilization charge applies. The under-utilization charge is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin/end dates.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.4 Change in MAC/Term Plan Commitment (continued)

(C) Change in Length of Term Plan and No Change in MAC

.1 Longer Term Plan Commitment

If the Customer changes to a longer term plan commitment with no change to the MAC, no charge or fee applies. A new term plan must be signed by the Customer with new begin/end dates.

.2 Shorter Term Plan Commitment

If the Customer changes to a shorter term plan commitment and does not change the MAC, an under-utilization charge will be assessed. The under-utilization charge will be the difference in the old MAC level minus the current year's MAC usage accumulation to date, plus any full years of MAC remaining on the old MAC term commitment. A new term plan must be signed by the Customer with new begin/end dates.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.5 MMC Changes

(A) Change to Lower MMC

A Customer who changes to a lower revenue commitment may opt to implement the change in the middle of its bill cycle or may opt to make the change effective on the first day of the next bill cycle. If a Customer opts to implement the change in the middle of its billing cycle, an under-utilization charge applies for the unmet MMC for that billing cycle if applicable.

(B) Change MMC to MAC

A Customer may change from a MMC to a MAC at any time during the billing cycle. The MMC will end and no charge or fee applies. A term plan must be signed by the Customer with new begin/end dates. The MAC will start on the date requested by the Customer.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.6 Cancellation of Term Plan

(A) Customer Cancels - MAC Has Been Met

If the Customer cancels a term plan in the last year of that term plan and the Customer has met the MAC for that year, no term plan early termination fee applies.

(B) Customer Cancels - MAC Has Not Been Met

If the Customer cancels a term plan and the MAC has not been met for the current year or for any additional years remaining in the term plan agreement, the early termination fee is equal to 50% of the unmet MAC for the current year and 50% of the unmet MAC for each of the additional years remaining on the term plan agreement.

(C) Customer Cancels - MMC for current month Has Been Met (Customer Subscribing to all Other Plans except High Volume Calling Plans and VPN)

The early termination fee shall be 50% of the MMC times the number of months remaining in the complete term.

(D) Customer Cancels - MMC for current month Has NOT Been Met (Customer Subscribing to all Other Plans except High Volume Calling Plans and VPN)

The early termination fee shall be 50% of the unmet MMC for the current month plus 50% of the MMC times the number of months remaining in the complete term.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.7 Start Date and End Date

(A) MAC

MAC is calculated on the Customer's yearly anniversary date or end date of the term agreement commitment.

(B) MMC

MMC is calculated on the Customer's monthly anniversary date.

(C) Term Plan Agreement

When the Customer changes the billing cycle dates in the middle of a term plan agreement, the term plan begin and end dates will not change. The accumulated monies towards the MAC under-utilization charges, if any, will be based on the begin and end date of the term without regard to the billing cycle.

SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.8 Term Plan Renewal

- (A) Business Customer Subscribes to SBC Long Distance Virtual Private Network (VPN) or Any of the Company's High Volume Calling Plans

Ninety (90) days prior to the expiration of a Customer's term plan agreement, the Company will notify the Customer on the Customer's bill advising the Customer the date the term plan expires. If the Customer does not notify the company in writing of its intent to cancel the existing term plan agreement, the Customer will be charged the same usage rates contained in their expired term plan agreement on a month to month basis. Customer's MMC will be the equivalent to their former MAC divided by twelve.

- (B) Business Customer Subscribes to Any Service Other Than A High Volume Calling Plan or SBC Long Distance Virtual Private Network (VPN)

If the Business Customer does not notify the Company in writing of its intent to cancel the existing term plan commitment, the term plan will automatically renew on the first day of the next billing cycle for the same length of term plan and MMC if applicable. Within thirty (30) days of the automatic renewal date of a term plan, if the Customer provides written notice to the Company that the Customer wishes to cancel the new term plan commitment, the Company will waive all early termination fees.

SECTION 2 - RULES AND REGULATIONS

2.27 Aggregation Grouping

- 2.27.1 Aggregation grouping is the collecting of a Customer's multiple BTN(s) into a group such that all usage within this group can be combined to determine the Customer's usage rate or volume discount.
- 2.27.2 The Customer determines which BTN(s) will be aggregated. With Aggregation grouping, the Customer must select one BTN as the master BTN. The BTN(s) that go together in the Aggregation grouping will be assigned an Aggregation ID.
- 2.27.3 Changes to a Customer's Aggregation grouping (such as adding or deleting BTN(s)) will not affect the Customer's MMC, MAC or term plan commitment.
 - (A) If a Customer has combined Services, i.e. outbound and TFS aggregated together, and chooses to disconnect all of the outbound Services leaving only TFS line(s) that utilizes Switched Access to reach the long distance network, the POTS telephone number associated with TFS must be presubscribed to the Company for the provision of 1+ outbound long distance Service or the Customer's TFS plan must be transferred to one of the High Volume Toll Free Calling plans described in Section 3.7 of this Tariff. Otherwise, the Company may terminate Service pursuant to Section 2.20 of this Tariff.
 - (B) If a Direct-billed Customer has combined Services, i.e. outbound and TFS aggregated together, and chooses to disconnect all of the outbound Services leaving only one (1) TFS, TFS may continue to be direct-billed.

SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services

3.1.1 General

Operator Toll Assistance Services include a variety of billing options. Callers may use Operator Toll Assistance Services to place intrastate calls from their presubscribed telephone line or when away from their established primary Service location. Calls can originate from either tone-generating or rotary-dial instruments. Unless otherwise indicated in this Tariff, all calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute.

3.1.2 Availability

Service is available to a Customer that subscribes to any of the Company's calling card and/or outbound Service offerings and Casual Callers that dial one of the Company's Toll Free Access Numbers.

SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.3 Access Method

- (A) For Customers that subscribe to any of the Company's outbound Services that requires Dedicated Access to reach the long distance network, access to Operator Toll Assistance Service will be blocked from the Customer's DVA lines. Callers dialing one plus (1+) one of the Company's Toll Free Access Numbers over Switched Access lines will hear recorded messages that guide the caller. Callers may elect to use any of the billing options described in Section 3.1.5 (A), 3.1.5 (B) or 3.1.5 (C) of this Tariff or may reach the operator for assistance. Callers placing a call from a tone-generating telephone may select one of the various Operator Toll Assistance Services options by pressing the appropriate key on their tone-generating telephone. The call will default to an operator for assistance if (1) the call originates from a rotary telephone or (2) the call originates from a tone-generating telephone and the caller fails to make a selection on its keypad.

SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.3 Access Method (continued)

(B) Unless otherwise indicated in this Tariff, callers placing calls over Switched Access lines may also place Operator Toll Assistance Services from Off-Net locations by dialing:

- .1 00 from a presubscribed telephone line and request the long distance operator to complete the call or
- .2 0+ the called number from a presubscribed telephone line

(C) Unless otherwise indicated in this Tariff, callers may also place Operator Toll Assistance Services from On-Net locations by dialing:

- .1 00 from a presubscribed telephone line and follow the prompts
- .2 0+ the called number from a presubscribed telephone line.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.4 Completion Type

- (A) Station-to-Station: Any operator-handled call whereby the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.
- (B) Person-to-Person: Any operator-handled call whereby the person originating the call specifies to the operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options

(A) Calling Cards

This is a billing option which enables the Customer to charge a call to an authorized calling card number. Calling card rates and charges apply to all calls that both originate and terminate in the State regardless of the location of the billed Customer. Access to the long distance network for the purpose of billing a call to the Customer's calling card can be from tone-generating or rotary-dial instruments. For Customers that subscribe to any of the Company's outbound Services that require Dedicated Access to reach the long distance network, access to Toll Free Access Numbers will be blocked from the Customer's DVA lines. Calling card calls may be completed via Group 1 Toll Free Access Numbers or Group 2 Toll Free Access Numbers.

.1 LEC Card

- .a The Company will accept any valid LEC calling card that uses the LIDB verification system. The LEC ensures the availability of features and enables the card features. Charges associated with the LEC Card will be billed by the LEC with the Customer's bill for local exchange service.

SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.1 LEC Card (continued)

- .b If a Customer completes a call via a Group 1 Toll Free Number and bills a call to a calling card issued by a LEC that uses the Line Information Data Base verification system, the rates and charges contained in Section 4.1.1 (A) of this Tariff apply as appropriate.
- .c If a Customer completes a call via a Group 2 Toll Free Number and bills a call to a calling card issued by a LEC that uses the LIDB verification system, the rates and charges contained in Section 4.1.1 (B).1 and Section 4.1.2 (A), (B), and (C) of this Tariff apply as appropriate. If a Customer completes a call via any other access method and bills a call to a calling card issued by a LEC that uses the LIDB verification system, the rates and charges contained in Section 4.1.1 (B).1 and Section 4.1.2 (A), (B), and (C) of this Tariff apply as appropriate.