



**LETTER OF SUBSCRIPTION  
FOR SBC  
SPECIAL ACCESS SERVICES**

Dear Dave Apps:

This letter is to confirm the Apps Communication intended request for SBC DS1 and DS3 Services. SBC proposes to provide services in the specific MSAs listed below as ordered by Apps Communication:

DS1 and DS3 Service  
PRICE FLEX ELIGIBLE MSAs: Chicago, IL Only

As discussed, SBC proposes that Nonrecurring Charges (NRC) are waived for the length of the contract and that the customer pay the following Monthly Recurring Charges (MRC) for the following Rate Elements associated with a 60 month term,

<u>MW DS1 RATE ELEMENT</u>	<u>USOC</u>	<u>5 year MRC</u>
<u>DS1 CHANNEL TERMINATION - Per Point of Termination</u>	<u>TZ4Xx</u>	<u>\$ 90.00</u>
<u>CHANNEL MILEAGE Termination - FIXED</u>	<u>CZ4Xx</u>	<u>\$ 20.00</u>
<u>CHANNEL MILEAGE PER MILE</u>	<u>1YZXx</u>	<u>\$ 3.75</u>
<u>CENTRAL OFFICE MULTIPLEXING - DS1 TO DS0 - Per Arrangement</u>	<u>QMvXx</u>	<u>\$ 168.00</u>
<u>MW DS3 Rate Element</u>	<u>USOC</u>	<u>5 year MRC</u>
<u>DS3 CHANNEL TERMINATION - Per Point of Termination</u>	<u>TZUPx</u>	<u>\$ 800.00</u>
<u>Tran-Fixed</u>	<u>CZ4Xx</u>	<u>\$ 180.00</u>
<u>Tran-Var</u>	<u>1YZXx</u>	<u>\$ 10.00</u>
<u>CENTRAL OFFICE MULTIPLEXING - DS3 TO DS1 - Per Arrangement</u>	<u>QM3Xx</u>	<u>\$ 300.00</u>
<u>MW OC3 Point to Point Rate Element</u>	<u>USOC</u>	<u>5 year MRC</u>
<u>Local Distribution Channel (LDC)</u>	<u>TMECS</u>	<u>\$ 956.25</u>
<u>Channel Mileage Termination - Fixed</u>	<u>CM6</u>	<u>\$ 300.00</u>
<u>Channel Mileage-Variable</u>	<u>1YZX1</u>	<u>\$ 180.00</u>
<u>1 + 1 Protection</u>	<u>P8T</u>	<u>\$ 45.60</u>
<u>Add/Drop Mux (OC3)</u>	<u>MPECX</u>	<u>\$ 775.00</u>
<u>Add/Drop Function per DS3</u>	<u>MXJBX</u>	<u>\$ 120.00</u>

SBC proposes that the customer be permitted 5 days from the date of filing of an FCC Contract Tariff to subscribe to new services. The filing date is targeted for August 16, 2005.



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These costs are based on the network design SBC has provided and do not include any additional hardware. The network design is proprietary and is the exclusive property of SBC, it is not to be used or duplicated without expressed written permission from SBC. Any changes to your network design may affect the prices as shown above. If you decide to cancel your order prior to the installation of your service, you may be responsible for charges incurred by SBC in pre-provisioning your service.

SBC provides the above proposal for purposes of negotiation and may withdraw or modify it at any time, without obligation. Services described in the above proposal are to be provided pursuant to an FCC tariff. The tariff will provide all rates, terms and conditions associated with the services described herein, and nothing in this proposal shall modify the rates, terms and conditions in the tariff in any way. The tariff will be subject to FCC review and/or approval, and will not bind either party until it becomes effective.

This Letter of Subscription does not constitute a binding agreement or offer, is not capable of acceptance and does not create or imply any legal rights or obligations between Apps Communications and SBC or any other person. Any rights and obligations between Apps Communications and SBC or any other person would arise only upon the execution of a firm order placed against the Contract Tariff filing that expressly states that it is intended to be a legally binding agreement. In the event that Apps Communications does not obtain the services subject to this Letter of Subscription from SBC pursuant to an FCC tariff, as contemplated by this Letter of Subscription, then: (i) this Letter of Subscription shall be null and void and have no further effect and neither party shall have any rights or obligations arising from this Letter of Subscription; (ii) the terms on which the Service is provided shall be those in effect prior to the date hereof or otherwise applicable to the Service pursuant to effective tariffs; and (iii) Apps Communications shall have the right to terminate the Service at any time with no further obligations, except as provided in applicable tariffs.

SBC Representative:

Apps Communications Representative:

Authorized Signature:

Authorized Signature: 

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