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2. CALL MANAGEMENT SYSTEMS**A. General****1. Description**

Automatic Call Distribution - Electronic Switching System (ACD-ESS) is a service which provides for distribution of a large volume of incoming calls to a customer's premises where they may be answered on attendant positions. If all positions are busy, calls are held in their order of arrival in queue in the switching equipment until an attendant position becomes available or until the calling party hangs up and abandons the call. The switching functions are performed in the Company's central office. ACD-ESS service is available only from a #1ESS central office equipped with the proper generic program and where facilities and operating conditions permit.

An ACD-ESS will be furnished independently of, or associated with, a manual or dial private branch exchange, airport intercommunicating system or Centrex service as required.

2. Regulations**a. Types of services available**

Two types of service arrangements are available as described below. The Company will provide service to its local loop demarcation point. The customer is responsible for equipment and facilities beyond the Utility's local loop demarcation point.

- (1) Type A System is a service that may be furnished in connection with standard telephone equipment on a customer's premises. The maximum number of calls which may be answered and queued depends on the number of those rate elements to which the customer subscribes. Rates, charges and regulations apply as shown in Guidebook, Part 6, Section 9.
- (2) Type B System is a service that requires certain unique customer premises common equipment and attendant console equipment. The system may be arranged for up to 30 separate trunk groups (splits) and 31 attendant report groups. The system's maximum size is a total of 1,000 attendant and supervisor consoles. Certain management information systems are provided on an optional basis. The system employs Touch-Tone[®] Calling Service as a standard feature. Rates, charges and regulations apply as shown in Guidebook, Part 6, Section 9.

2. CALL MANAGEMENT SYSTEMS (cont'd)**A. General (cont'd)****2. Regulations (cont'd)****b. Attendant Position Lines**

Each attendant position line (more than one line may be terminated on an attendant position) requires a special access voice grade channel between the serving central office and the customer's premises. One special access voice grade channel is included in the rates and charges applicable to a trunk line service. A customer may be furnished, without additional charge, a special access voice grade channel provided between the serving central office and their premises for each trunk line service or Special Access Voice Grade Channel (VG32) terminated in the system. Each attendant position line provided which exceeds the total number of trunk line services or Special Access Voice Grade Channel (VG32) terminated in the system, will require a Special Access Voice Grade Channel (VG32). The channel will consist of one channel termination between the customer premises and the central office which provides the ACD-ESS service.

c. Off Premise Locations

When attendant positions or supervisor consoles are located off premises from the primary service location of the ACD-ESS, the rates and charges for the additional channels required will be furnished as set forth in Schedule Cal.P.U.C. No. 175-T, Section 7.5.3,(A)(B) and (C). If additional equipment is required for operation of the off-premises positions or consoles, such equipment will be furnished in accordance with g. following.

d. Channels for primary and supplemental ACD functions, supervisory signaling and management information systems.

- (1) Special Access Voice Grade channel facilities are employed in the operation of an ACD-ESS system. These are indicated in the rates and charges by the use of Metallic (see Regulation A.1.aa. preceding) or Special Access Voice Grade Channels (VG32 and VG36) designations. All channels referred to as such are furnished at the rates, charges and regulations as set forth in Schedule Cal.P.U.C. No. 175-T, Section 7.5.3.
- (2) Channels between the customer's premises and the central office which regularly serves that premises will be furnished at the rate and charge for one channel termination.

2. CALL MANAGEMENT SYSTEMS (cont'd)**A. General (cont'd)****2. Regulations (cont'd)**

- d. Channels for primary and supplemental ACD functions, supervisory signaling and management information systems. (Cont'd)

(3) If supplemental equipment is required in conjunction with a special access channel, it shall be furnished from the appropriate Guidebook, Part 15, Section 2 at the rates, charges and regulations specified therein.

(4) Where facilities are available and operating conditions permit, ACD-ESS may be furnished from a central office other than the serving central office which usually serves the customer premises. In such a case, appropriate rates and charges for mileage would apply to channels of all types between the two central office locations which are used to provide service. In addition, in the event operating conditions require additional equipment to provide the service arrangement, such equipment would be furnished in accordance with g. following. Rates and charges for the equipment would be in addition to all other applicable mileage and equipment items required.

e. Touch-Tone Calling Service

- (1) Where a customer wants access to the exchange and message toll network by Touch-Tone positions or consoles of a system, the customer must inform the Company of the number of simultaneous accesses required. Such accesses will be equipped for Touch-Tone Calling Service.
- (2) Attendant positions and supervisors consoles may be arranged to terminate lines on the positions or consoles which are not part of the ACD-ESS systems. Where the ACD-ESS systems are equipped with Touch-Tone Calling Service, lines terminating on the positions or consoles which are not part of the ACD-ESS must be equipped for the Touch-Tone Calling Service.

2. CALL MANAGEMENT SYSTEMS (cont'd)

A. General (cont'd)

2. Regulations (cont'd)

f. Trunk-Line Service

- (1) Trunk line service furnished with ACD-ESS is provided at the rates, charges and regulations from the following schedules, except as shown herein.
- (2) Trunk lines provided in connection with Model 15 system and furnished at the Rates and Charges below, terminate in the common equipment and at each attendant's position equipment and supervisory console. The trunk lines are equipped for incoming and outgoing service at the positions and console.
- (3) Trunk lines to common equipment in (4) following may be arranged for outward service in connection with the Model 60 systems.

Guidebook	Title of Schedule
Part 4, Section 2	Private Branch Exchange Trunks
Part 4, Section 3	Foreign Exchange (FX) Service

In addition to the trunk line service provided in the above schedules, Special Access Voice Grade Channels may be terminated in an ACD-ESS system, within the capacity of the system.

Lines and services may be terminated in the types of system as shown in Guidebook, Part 6, Section 9

g. Supplemental Equipment

Equipment arrangements, rearrangements and services available for use with other service arrangements may be used with ACD-ESS systems, where facilities and operating conditions permit, unless otherwise specified in the tariffs. Where furnishing such arrangements and rearrangement involves costs in excess of those contemplated by filed tariffs or Guidebooks, additional charges may be applicable, subject to prior authorization of the Public Utilities Commission of the State of California.

2. CALL MANAGEMENT SYSTEMS (cont'd)**A. General (cont'd)****2. Regulations (cont'd)****h. Other Line Terminations**

- (1) Tie lines from other PBX or Centrex services may be terminated in an ACD-ESS at the rates, charges and regulations applicable to tie lines as set forth in Guidebook, Part 8, Section 8.
- (2) Private line telephone service lines will be terminated at the Company's local loop demarcation point. Additional attendant equipment required by the customer will be located on the customer's side of the local loop demarcation point and will be the customer's responsibility.
- (3) Overflow Lines

- The Rates and Charges in 4. following, apply only in connection with Model 200, Type A or Type B systems.

- A maximum of 15 overflow lines may be provided in each direction between two systems.

The rates and charges for each overflow line will provide for a line in only one direction.

- Each overflow line terminated in a system reduces the incoming line capacity of that system by one line.

- Where overflow lines are provided in both directions between two systems:

An equal number of overflow lines are required in each direction.

Each system will require overflow denial equipment for each 10 or less overflow lines terminated.

- Where overflow lines are provided in only one direction between two systems and:

Denial capability is required on a per line basis, key will be required with each overflow line terminated.

Denial capability is required on a group basis, overflow denial equipment for each 10 or less overflow lines may be provided at the terminating system.

2. CALL MANAGEMENT SYSTEMS (cont'd)**A. General (cont'd)****2. Regulations (cont'd)****j. Direct Inward and Identified Outward Dialing**

Direct inward and identified outward dialing are not included as features of ACD-ESS.

k. Direct Outward Dialing

Direct outward dialing is a standard arrangement of the system. The number of simultaneous outward calls is based on the request of the customer but may not exceed the number of trunk line services furnished. Outgoing calls will be billed to the pilot number of the system.

l. Changes Between ACD-ESS Systems

Changes between an ACD-ESS system are considered as a disconnect of an existing system and a new connect of the system being installed, except the USOC's A8EFX and A8ETL may be reapplied to the new system without additional charges and the service connection charges for local and foreign exchange trunk are not applied. Installation charges for the retermination of private lines in the system will be applied as specified in the applicable tariff or Guidebook schedules.

m. Responsibility of the Customer

The customer shall furnish, own and maintain the necessary chairs and tables, including the necessary mounting equipment and construction required for the mounting of any equipment or attendant positions and supervisor consoles.

Commercial power, including outlets necessary for the operation of the system will be furnished, owned and maintained by the customer.

2. CALL MANAGEMENT SYSTEMS (cont'd)**A. General (cont'd)****2. Regulations (cont'd)****n. Single-Digit Dialing Service**

Offered where the switching equipment is suitably equipped. This feature permits a station user to reach selected lines or other internal facilities for special customer services by dialing a single-digit code.

o. Call Transfer - Individual - All Calls: Consultation Hold-All Calls; and Three-Way Calling - All Calls.

- (1) A Station user may hold any established call by flashing the switchhook, and on the same line originate a call to another telephone in or outside the Centrex system for private consultation. After the called person's answer or consultation, the station user can, by flashing the switchhook a second time, either:

- Return to the original call that was held, after the second station user hangs up, or
- Add the second station user to the original call (Three-Way Calling).

- (2) The station user can also transfer the second station user to the original call by hanging-up after utilizing the Consultation Hold-All Calls and/or the Three-Way Calling feature. Only one party may be outside the Centrex system on the call transfer.

p. The nonrecurring charges for Call Transfer-Individual-All Calls shown in B. following, do not apply when:

Other work subject to a nonrecurring charge or installation charge or service connection charge is done at the same time on the same line on the same order.

2. CALL MANAGEMENT SYSTEMS (cont'd)**A. General (cont'd)****3. Feature Arrays**

Features available on a standard and optional basis:^{/1/}

SYSTEM TYPE

A	B	SYSTEM FEATURES
A	S	Attendant console make busy arrangement
A	A	Attendant information announcement access
NA	A	Attendant traffic routing
S	S	Call distribution with queuing
A	NA	Call Forwarding - all types ^{/2/}
A	NA	Call Forwarding - Reminder Ring ^{/2/}
A	NA	Call Hold ^{/3/}
NA	A	Call origin announcement
A	NA	Call pickup ^{/2/}
S	S	Call transfer, consultation hold and add-on conference ^{/2/}
A	NA	Call Waiting
A	A	Calls waiting indication
A	NA	Conference Calling ^{/3/}
A	A	Basic
NA	A	Flexible first delay
A	NA	Directed Call Pickup ^{/2/}
S	S	Direct Outward Dialing ^{/3/}
A	NA	Flexible Route Selection
A	NA	Forwarded Call Information
NA	A	Key control and alarm console
		Management information system
NA	NA	AEMIS
NA	A	Dynamic traffic display
NA	A	Teletypewriter control

/1/ S - Standard; A - Available; NA - Not available

/2/ Available on Supervisory Lines only.

/3/ Available on all lines

2. CALL MANAGEMENT SYSTEMS (cont'd)

A. General (cont'd)

3. Feature Arrays (Cont'd)

Features available on a standard and optional basis:^{/1/} (Cont'd)

SYSTEM TYPE

A	B	SYSTEM FEATURES
NA	S	Priority queuing of calls to a split trunk group
NA	S	Queuing of calls to a split trunk group
A	NA	Single Digit Dialing
A	NA	SMDR-TAMA
A	NA	Speed Calling
NA	A	System display and control equipment
NA	S	Trunk group splitting Touch-Tone Calling Service
NA	S	Zip tone to indicate incoming call

/1/ S - Standard; A - Available; NA - Not available

2. CALL MANAGEMENT SYSTEMS (cont'd)**A. General (cont'd)****4. Rates and Charges**

Trunks and lines for all systems.

(3003S)

	<u>SERVICE CONNECTION CHARGE</u>	<u>MONTHLY RATE</u>	<u>USOC</u>
a. Trunks			
- Trunk lines to common equipment ^{/1/}	\$ RR	\$ RR	NA
b. Lines			
Outward line from attendant's turret equipment or attendant's position equipment to central office			
- Each ^{/2/}	RR	RR	NA
Special Access Voice Grade Channel terminated in attendant's turret equipment or attendant's position equipment			
- Each ^{/3/}	RR	RR	NA
Overflow lines			
- On-Premises line, each	NO	NO	NA
- Off-Premises line, each ^{/4/}	NO	RR	NA

/1/ Rates and charges applicable to commercial private branch exchange trunks as shown in Guidebook, Part 4, Section 2.

/2/ Rates and charges applicable to business individual line primary station.

/3/ Rates and charges applicable to special access voice grade channel as shown in Schedule Cal.P.U.C. No. 175-T, Section 7.5.3,(A)(B)and (C).

/4/ Monthly rates for Special Access Voice Grade Channels (VG32), Schedule Cal.P.U.C. No. 175-T, Section 7.5.3,(A)(B) and (C).

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type A****A. Regulations**

On and after September 6, 1988, ESS Automatic Call Distributing-Type A is no longer offered for new installations. Additions to existing service will be furnished when and as such facilities become available. New installations will be provided as defined in Guidebook, Part 5, Section 1, Centrex, Uniform Call Distribution (UCD) Arrangements.

1. Common equipment options
 - a. Visual indication of a busy station under the make busy arrangements may be provided at Guidebook rates as shown in the Company's' appropriate Guidebook.
 - b. The timing thresholds provided with the calls waiting lamp indications are specifiable by the customer. Changes in the timing states of delay will be made in accordance with the provisions of Guidebook, Part 3, Section 1
2. Reserved
3. The processing of calls, while held in queue, is dependent upon the #1ESS CO generic program. The availability of the arrangement to provide ringing after delay announcement as well as the number of queue slots that will be furnished is similarly governed. The number of calls held in queue to which an announcement may be given simultaneously is dependent upon the number of trunks provided to the announcement equipment.
4. For the provision of customer-provided music Special Access Voice Grade (VG32) channel termination at charges defined in Schedule Cal.P.U.C. No. 175-T, Section 7.5.3,(A)(B) and (C) is required.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type A (cont'd)****B. Rates and Charges****1. Common equipment basic components**

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
- Distribution equipment, per system	\$151.99	\$3.32	A8A
- Queue slots in excess of one for two trunk line services in the group, each	3.80	.95	A83RA

2. Trunk line equipment units

Local trunk line service

- Each line terminated^{/1/}

RR

RR

NA

Foreign exchange line

- Each line terminated

118.74

54.14

A8EFX

Tie line or Special Access

Voice Grade Channel

- Each line terminated

132.99

67.44

A8ETL

3. Attendant position line equipment

Attendant position line, including central office termination and 1/2 queue slot

- Each line

23.75

4.99

A69

^{/1/} Rates and charges for a local trunk line service.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type A (cont'd)****B. Rates and Charges (cont'd)****4. Common equipment options**

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
Attendant position line make busy arrangement, (requires a Type 1001 channel)/1/ - Each line equipped	\$ 47.50	\$ 2.85	A6G
Group make busy, (requires a Type 1001 channel)/1/ - Each attendant group	47.50	2.85	A9A
Calls waiting indication of calls being held in queue, for up to three timing states (Requires a Type 1001 channel and signal lamps) - Per timing state	71.24	6.17	A66CE
5. Arrangements to provide call delay announcements			
- Maximum of one announcement, including channel to central office	142.49	52.25	A8GCE
- Trunk to access the announcement, Each	23.75	11.40	A8GAT
- Each attendant position line in system	NO	.47	A8GST

/1/ Separately mounted keys are to be provided by the customer.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type A (cont'd)****B. Rates and Charges (cont'd)**

6. Call Transfer-Individual-all calls; Consultation Hold-all calls; and Three Way Calling

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
- All features ^{/1/}	\$ 4.75	\$.95	E8A

7. Arrangement to Provide Music/Silence in Queue to No. 1/1A ESS - CO/ACD Type A and B Terminating Lines and Centrex - UCD Service

Music in Queue

- Equipment common to one customer for customer-provided music for up to 66 queue slots and circuitry up to 22 slots ^{/1/}	1804.83	134.89	BE2
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- Equipment required per queue slot for customer music in queue	147.24	11.49	BE5
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Silence In Queue

- Equipment common to one customer for up to 66 queue slots. Provides balanced silent termination for up to 22 slots	522.45	48.92	BE7
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- Equipment required per queue slot for silence in queue	147.24	11.49	BEX
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Music or Silence Queue

- Equipment common to one customer for each block of 22 queue slots beyond initial block of 22 ^{/1/}	522.45	34.43	BE3
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^{/1/} See Guidebook, Part 6, Section 9. preceding.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type A (cont'd)****B. Rates and Charges (cont'd)**9. Call Forwarding^{/1/}

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
a. Busy Line			
Each primary station line equipped			
-Forwards DID and CCSA calls only	RRRR		E6G
-Forwards DID, CCSA, tie line and Interexchange Channel - Interwire Center Private Line calls	RRRR		E6GNC
-Forwards DID, CCSA, tie line, Interexchange Channel - Interwire Center Private Line and station to station calls	RR	RRE6GUR	
b. Don't Answer			
Each primary station line equipped			
-Forwards DID and CCSA calls only	RR	RR	E9G
-Forwards DID, CCSA, tie line, and Interexchange Channel - Interwire Center Private Line calls	RR	RR	E9GNC
-Forwards DID, CCSA, tie line, Interexchange Channel - Interwire Center Private Line and station to station calls	RR	RR	E9GUR

/1/ Rates, Charges and Regulations applicable to individual features apply as shown in Guidebook, Part 5, Section 1.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type A (cont'd)****B. Rates and Charges (cont'd)**9. Call Forwarding^{/1/} (Cont'd)

	<u>INSTALLATION CHARGE</u>	<u>MONTHLY RATE</u>	<u>USOC</u>
c. Variable (Limited)			
-Each primary station line or attendant loop equipped	RR	RR	EAT
d. Variable (Unlimited)			
-Each primary station line or attendant loop equipped	RR	RR	ESMCS
e. Over Private Facilities			
-Common equipment, per system	RR	RR	EAY
-Each primary station line equipped	RR	RR	EAP
f. Reminder Ring			
-Furnished with Call Forwarding Variable and Call Forwarding Over Private Facilities	RR	RR	NA
10. Call Hold ^{/1/}			
-Each primary line equipped	RR	RR	EAB
11. Call Pickup ^{/1/}			
-Each call pickup group	RR	RR	E3N
-Each primary line equipped	RR	RR	E3P
12. Directed Call Pickup ^{/1/}			
-Each call pickup group	RR	RR	DPG
-Each primary line equipped	RR	RR	DMA1E
13. Call Waiting ^{/1/}			
a. Incoming (DID & CCSA calls only)			
-Each primary line equipped	RR	RR	E6CCS

/1/ Rates, Charges and Regulations applicable to individual features apply as shown in Guidebook, Part 5, Section 1.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type A (cont'd)****B. Rates and Charges (cont'd)**

16. Reserved

	<u>INSTALLATION CHARGE</u>	<u>MONTHLY RATE</u>	<u>USOC</u>	
17. Conference Calling (stations) ^{/1/}				
-Each arrangement (ESS 6 PORT)	RR	RR	EAN	
-Each arrangement (#5XB 5 PORT)	RR	RR	53A	
18. Station Message Detail Recording on Tie Trunks and Foreign Exchange (SMDR-TAMA)				
-Common equipment per system equipped for (SMDR-TAMA) ^{/1/}	RR	RR	ZZBYB	
- Per Tie Trunk/Special Access Voice Grade Channel termination ^{/1/}	RR	RR	ZZBYC	
-Per Foreign Exchange termination ^{/1/}	RR	RR	ZZBYD	
- Billing Record for Foreign Exchange and Tie Line/ Special Access Voice Grade Channel calls ^{/2/}	RR	RR	NA	(C)

^{/1/} Rates, Charges and Regulations applicable to individual features apply as shown in Guidebook, Part 5, Section 1.

^{/2/} Rates applicable as shown in Guidebook, Part 8, Section 8.

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2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type A (cont'd)****B. Rates and Charges (cont'd)**19. Flexible Route Selection Service (FRS)^{/1/}

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
a. Equipment arranged to examine 3-digits for purposes of routing calls:			
- With a capacity of 8 patterns	RR	RR	EC3X8
- With a capacity of 32 patterns	RR	RR	EC332
- With a capacity of 64 patterns	RR	RR	EC364
- Equipment arranged to examine 6-digits and to selectively route calls over two or more routes within a Numbering Plan Area (NPA), per NPA examined	RR	RR	ARH
- Dial pulse transmitter required on each foreign exchange trunk over which calls are routed for completion using FRS	RR	RR	ECT

/1/ Rates, Charges and Regulations applicable to individual features apply as shown in Guidebook, Part 5, Section 1.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type B****A. Regulations**

On and after June 12, 1980, the Central Office Automatic Call Distributing System, Type B, is no longer offered for new installations. Additions to existing installations will be furnished when and as such equipment on hand becomes available for reuse.

Touch-Tone Calling Service is furnished as an integral part of the serving arrangement for Type B systems.

B. Rates and Charges**1. Central Office Components^{/1/}**

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
a. Common equipment basic components			
Central office components			
- Per system	\$ 2849.73	\$ 588.94	A3D
- Each split arranged for queueing	35.15	7.12	A3S
- Per queue slot	4.75	.95	A83RA
b. Trunk line equipment units			
Local trunk line			
- Each line terminated ^{/2/}	RR	RR	NA
Foreign exchange line			
- Each line terminated	118.74	54.14	A8EFX
Tie or special access voice grade channel			
- Each line terminated	132.99	67.44	A8ETL

^{/1/} See A. preceding.

^{/2/} Rates and charges for a local trunk line service.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type B (cont'd)****B. Rates and Charges (cont'd)****1. Central Office Components^{/1/} (Cont'd)**

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
c. Attendant and supervisor position line equipment			
Attendant and supervisor position line including central office termination, (requires a special access voice grade (VG36) channel for each six console line) - Each ^{/1/,/2/}	\$ 94.99	\$ 19.71	A3E
Attendant assistance terminal, (requires a special access voice grade (VG32) channel for each terminal) ² - Each	31.35	6.41	A3G
Call-back terminal (requires a special access voice grade (VG32) channel for each terminal) ^{/2/} - Each	30.40	6.17	A3J

^{/1/} See A. preceding.^{/2/} Also, rates and charges are in addition to the service connection charge applicable to a Centrex line without a station.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type B (cont'd)****B. Rates and Charges (cont'd)****1. Central Office Components^{/1/} (Cont'd)**

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
d. Common equipment options^{/1/}			
Alternate traffic routing			
Central office common equipment			
- Per system	\$ 2.85	\$.57	A4RCE
- Per split	27.55	5.70	A4RSE
Call origin announcements			
- Per announcement	341.97	70.29	A8FTG
- Additional equipment required for foreign exchange lines to reach call origin announcement, each line	26.60	5.22	A8FTE
- Each attendant position line	5.70	1.23	A8FTR
Calls waiting indication			
- Central office equipment, per unique timing interval per trunk group split	24.70	4.99	A66CE
Night transfer arrangement			
- Each split equipped, requires a Type 1001 channel for each split	13.30	2.75	A3T
Provided ^{/2/}			

^{/1/} See A. preceding.^{/2/} Separately mounted keys and signal lamps are to be provided by the customer.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type B (cont'd)****B. Rates and Charges (cont'd)****1. Central Office Components^{/1/} (Cont'd)**

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
e. Arrangements to provide call delay ^{/1/} announcements			
Basic equipment			
- Per announcement	\$ 341.97	\$ 70.29	A8GCE
- Per trunk to access the announce- ments	61.74	12.11	A8GAT
- Attendant position line in the system, each	9.50	1.99	A8GTT
Flexible first delay announcements			
- Flexible delay announcement, each	341.97	70.29	A30CE
- Access trunk to reach delay announcement, each	61.74	12.11	A30AT
f. Traffic data and control equipment ^{/1/}			
(1) TTY Management Information System (MIS)			
System common equipment for TTY MIS, - One per system maximum ^{/2/}	949.91	194.73	A8T
Split Counts			
Common equipment per 5 splits or fraction thereof			
- Half hourly and daily counts	569.95	118.74	A8SHH
- Hourly and daily counts	294.47	59.84	A8SHC
- Counts per split, up to 19 counts	38.00	7.60	A8SSC

^{/1/} See A. preceding.^{/2/} Requires a Model 35 receive only teletypewriter, a 150 baud channel and an appropriate data set.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type B (cont'd)****B. Rates and Charges (cont'd)****1. Central Office Components^{/1/} (Cont'd)**

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
f. Traffic data and control equipment ^{/1/} (Cont'd)			
(1) TTY Management Information System (MIS) (Cont'd)			
Report groups			
Report groups			
- Each	\$ 12.35	\$ 2.56	A8VCE
Report group counts			
Common equipment per 5 report groups			
- Half hourly and daily counts	370.46	75.99	A8VHH
- Hourly and daily counts	180.48	38.00	A8VHC
Counts per report groups, up to 9 counts, 1/2 hourly, hourly or daily			
- Each	18.05	3.61	A8VRC
Trunk group counts			
Common equipment per 5 trunk groups			
- Half hourly and daily counts	123.49	25.17	A8WHH
- Hourly and daily counts	61.74	12.59	A8WHC
Counts per trunk group			
- Up to 6 counts	12.35	2.47	A8WTC
Non usage trunk reports			
- Common equipment	16.15	3.23	A8XCE
- Per trunk	.95	.14	A8XTE

^{/1/} See A. preceding.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type B (cont'd)****B. Rates and Charges (cont'd)****1. Central Office Components^{/1/} (Cont'd)**

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
f. Traffic data and control equipment ¹ (Cont'd)			
(2) Key control and alarm console			
Keys for activation/deactivation of control functions at the central office ^{/2/}			
- Each key	\$ 12.35	\$ 2.56	A4K
(3) Dynamic traffic display ^{/1/}			
- Common equipment for up to 20 display units, for a maximum of 12 splits, with no split displayed more than 5 times, each ^{/3/}	104.49	21.61	A8LCE
- Per split	41.80	8.55	A8LSP
- Common equipment per thirty 90B display units	303.97	61.74	A8LMF
(4) System display and control equipment ^{/1/}			
Display and control unit (Maximum of 15 per system)			
- Central office components, each system	360.97	74.09	A4C

^{/1/} See A. preceding.^{/2/} Requires a Metallic channel (see Regulation A.1.aa., preceding) as shown in Schedule Cal.P.U.C. No. 175-T, Section 7.5.1 or a Special Access Voice Grade Channel as set forth in Schedule Cal.P.U.C. No. 175-T, Section 7.5.3 for each key equipped.^{/3/} Requires a Special Access Voice Grade (VG36) channel as shown in Schedule Cal.P.U.C. No. 175-T, Section 7.5.3,(A)(B) and (C), for each common equipment furnished.

2. CALL MANAGEMENT SYSTEMS (cont'd)**ESS Automatic Call Distributing - Type B (cont'd)****B. Rates and Charges (cont'd)**1. Central Office Components^{/1/} (Cont'd)

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>	
f. Traffic data and control equipment ^{/1/} (Cont'd)				(C)
(4) System display and control equipment ^{/1/} (Cont'd)				
- Attendant to split patterns, each	\$33.25	\$6.65	A9GAS	
- Attendant to reporting group patterns, each	44.65	9.26	A9GAR	
g. Move, Change and Feature Addition Charges				
(1) Moves and Changes, changing the customers system parameters or announcement messages programmed in the central office, will be based on charges as shown in Guidebook, Part 3, Section 1.				
(2) Service Charges in Guidebook, Part 3, Section 1 apply when rate elements are added to an existing installation and is in addition to the Installation Charges for the rate elements being added.				

3. RESERVED (N)

4. RESERVED (N)

^{/1/} See A. preceding.

5. OPT-E-MAN®**A. General Description****1. Service Description**

OPT-E-MAN® Service is an advanced service offering networking capabilities utilizing Optical Ethernet. Optical Ethernet is the use of Ethernet LAN packets running over optical fiber within or as access to a service provider's network. OPT-E-MAN provides an integrated service consisting of fiber and/or copper transport (at the Company's discretion) connected to an Ethernet device capable of switching and routing. OPT-E-MAN will provide bandwidth ranging from 2 Mbps to 1 Gbps. Customers will connect to the service using a router, bridge, or switch.

OPT-E-MAN supports a logical point-to-point, point-to-multi-point or multipoint-to-multipoint configuration and enables the customer to connect locations within the Local Access and Transport Area (LATA) or Metropolitan Area Network (MAN) as if they were segments on the same LAN.

Customers may connect any two or more locations together when utilizing a point-to-point or point-to-multipoint configuration, and a minimum of three or more locations when utilizing a multipoint-to-multipoint configuration.^{/1/}

OPT-E-MAN Service provides the customer the capability to connect to the Company's Ethernet network, where facilities exist, via one of the following standard network interfaces:

10/100BaseT (100 Mbps)

1 Gbps Ethernet (1000BaseSX, 1000BaseLX/LH or 1000BaseZX)^{/2/}

OPT-E-MAN service includes the transport from the customer's premises to the Ethernet network, a port on the Ethernet network, a Committed Information Rate (CIR) and Ethernet Virtual Connections (EVC).

Network Terminating Equipment (NTE) will be placed at the customer's premises as part of the OPT-E-MAN Service. The NTE functions as a switching and routing device.

A detailed description of the rate elements and how they are applied can be found in C. Rate Regulations, following.

Specifications for ordering OPT-E-MAN service rate elements are identified in B.2. Ordering Specifications and Provisioning, following.

/1/ Applicable to new service installed after November 29, 2006.

/2/ Includes allowances for overhead within the Company's Ethernet Network. If the customer orders 1 Gbps of CIR on a single port, the Company reserves the right to use up to 10% of bandwidth for traffic management.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning****1. Manner of Provisioning**

- a. Provisioning of this service is subject to the availability and operational limitations of the Company's equipment and associated facilities. Where facilities and/or operating conditions are not available, Special Construction charges as set forth in Schedule Cal. P.U.C No. 175-T, Section 15. may apply.
- b. Reserved
- c. Access into the Company's network must conform to industry standards and specifications as set forth in the Company's technical publication.
- d. The Company will provision up to and including the Network Terminating Equipment (NTE). The Company will place NTE at either a Multi-Tenant Unit (MTU) or Single Tenant Unit (STU). MTU NTEs are shared among multiple customers. The placement of the NTE shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each customer's premises, unless specified otherwise and agreed to by the Company.
- e. NTEs installed by the Company on the customer's premises shall remain the property of the Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test or interface with any network equipment installed by the Company without prior written consent of the Company.
- f. The customer shall be responsible for obtaining permission for the Company's agents or employees to enter the customer's premises at a mutually agreed upon time for the purpose of installing, inspecting, repairing, or removing (upon termination of the service) the equipment of the Company.
- g. The operating characteristics of customer provided equipment (CPE) used in connection with OPT-E-MAN® must not interfere with the Company's OPT-E-MAN® network. CPE must not:
 - (1) Endanger the safety of the Company's employees or the public;
 - (2) Damage, harm, require change in or alteration of the equipment or other services of the Company; or
 - (3) Interfere with the proper operation of the Company's equipment.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)****1. Manner of Provisioning (cont'd)**

- h. Upon notice from the Utility that the CPE is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as necessary to remove or prevent such hazard or interference.
- i. OPT-E-MAN Service supports full duplex communication.
- j. If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed additional charges, with a limit of 100 MAC addresses total per port as set forth in E. Current Rates and Charges, following.
- k. Repeater technology may be used for customers requesting OPT-E-MAN service from a serving wire center not equipped to provide OPT-E-MAN service or if customers are outside the technical limits of an Ethernet equipped Central Office. A technical review will be necessary to determine if service can be provided. Only one repeater can be used on a connection between the Ethernet equipped Central Office and the customer premises. A repeater will incur additional charges as set forth in E. following.
- l. The CIR selected by the customer must be committed to for a 30 day period before an increase in the CIR can be requested.
- m. OPT-E-MAN Service may be available in a meet-point billing arrangement involving another Incumbent Local Exchange Carrier (ILEC) (sometimes also referred to as an Independent Company or ICO), where suitable facilities exist and where appropriate procedures for such arrangements have been put in place between the Company and the other ILEC. When the Company and another ILEC jointly provision OPT-E-MAN Service with the other ILEC's service, the ILEC involved shall bill the customer at that ILEC's applicable rates for their portion of the service located in their operating territory. Ordering and provisioning procedures may vary, and therefore Meet-Point rate elements and charges may not be applicable, when the other ILEC involved in the Meet-Point arrangement is an AT&T ILEC.
- n. A Letter of Authorization will need to be established if customers want to purchase a logical connection via an EVC to another provider (IXC, ISP or other) in order to ensure security and accuracy in the connection.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)****1. Manner of Provisioning (cont'd)**

- o. For Basic Service, a total of 8 Ethernet Virtual Connections (EVCs) may be configured per 10/100BaseT connection. A total of 64 EVCs may be configured per 1 Gbps connection. For Basic Plus Service, a total of 7 EVCs may be configured per 10/100BaseT connection. A total of 63 EVCs may be configured per 1 Gbps connection. Should the customer request more than 64 EVCs on a Basic Service 1 Gbps connection, or more than 63 EVCs on a Basic Plus Service 1 Gbps, a technical review will need to be conducted to determine whether the network will support more EVCs.
- p. Customers will be allowed to move from the 10/100BaseT to the 1 Gigabit Ethernet interface where facilities and equipment permit, staying within or moving from the Basic or Basic Plus connection. Nonrecurring charges associated with the new 1 Gigabit Ethernet connection will apply as set forth in E. following. If the customer only wants to move from Basic to Basic Plus connection without changing the type of interface, the Miscellaneous Change Charge will apply as set forth in E. following.
- q. The aggregate assigned Committed Information Rate (CIR) across all Ethernet Virtual Connections (EVCs) between two customer connections cannot exceed 600 Mbps per Basic or Basic Plus configuration.^{/1/}

The aggregate assigned Committed Information Rate (CIR) across all ICO trunk connections (EVCs) between any two customer connections utilizing a meet-point GigE ICO Trunk Arrangement between the Utility and an ILEC (ICO) cannot exceed 600 Mbps per Basic or Basic Plus connection.^{/2/}

/1/ Applicable to new services installed after November 29, 2006.

/2/ Applicable to new service installed after March 31, 2009.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)****2. Ordering Specifications and Provisioning**

The customer must select an OPT-E-MAN service configuration as described in the following:

Basic	The OPT-E-MAN Basic service configuration provides a switched, logical point-to-point or point-to-multipoint connection between customer locations using a physical connection to the network, and virtual connections through the OPT-E-MAN network.
Basic Plus	The OPT-E-MAN Basic Plus service configuration provides a switched, logical point-to-point, point-to-multipoint or multipoint-to-multipoint connection between customer locations using a physical connection to the network, and virtual connections through the OPT-E-MAN network.

- a. OPT-E-MAN connection includes transport, port and interface to the Ethernet network, in which the customer orders one of the following connections:

(1) 10/100BaseT

10/100BaseT is an electrical handoff with a bandwidth limitation of 100 Mbps

(2) 1 Gbps Ethernet (1000BaseSX, 1000BaseLX/LH or 1000BaseZX)^{/1/}

1 Gbps Ethernet is a fiber handoff with a bandwidth limitation of 1 Gbps.

The customer must select a Committed Information Rate (CIR) and at least one (1) Ethernet Virtual Connection (EVC) to enable the service.

/1/ Includes allowance for overhead within Company's Ethernet network. If the customer orders 1 Gbps of CIR on a single port, the Company reserves the right to use up to 10% of bandwidth for traffic management.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)****2. Ordering Specifications and Provisioning (cont'd)**

Grades of Service will be offered with each Committed Information Rate (CIR) and Ethernet Virtual Connection (EVC). Bronze and Silver Grades of Service will have an associated Service Level Agreement (SLA). Customer must select one of the following Grades of Service:

Best Effort:	This Grade of Service supports non-critical data applications with more tolerance for delay and/or those that are lower in priority (i.e. LAN traffic). There are no service performance parameters associated with this Grade of Service.
Bronze:	Intended for data applications with more tolerance for delay and/or those that are lower in priority, i.e., LAN traffic. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR) and Latency.
Silver:	Intended for applications that require minimal loss and low latency variation. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR), Latency and Jitter.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)****2. Ordering Specifications and Provisioning (cont'd)**

An EVC is a logical point-to-point connection between two or more customer locations and goes from the customer demarcation point (Ethernet Interface) to the OPT-E-MAN network out to another customer demarcation point. Additional EVCs may be provisioned to establish additional virtual connections over the same physical connections. When additional EVCs are provisioned, the customer must designate the portion of the CIR bandwidth assigned to each EVC. For point-to-point and point-to-multipoint connections, EVCs can be set in 1 Mbps increments from 2 Mbps to 600 Mbps.^{/1/} For multipoint-to-multipoint connections, EVCs can be set in 1 Mbps increments from 2 Mbps to 1 Gbps.^{/1/}

If the customer selects the Silver Grade of Service, the initial EVC will be prioritized as Silver. Additional EVCs can be prioritized as either Silver, Bronze or Best Effort.

If the customer selects the Bronze Grade of Service, additional EVCs can be prioritized only as Bronze or Best Effort.

If the customer selects the Best Effort Grade of Service, additional EVCs can only be prioritized as Best Effort.

CIR is a statistical level of transmission or bandwidth that the network will provide. CIR is assigned to the port on the Network Terminating Equipment (NTE). If the customer wants more than 1 EVC on a port, then the CIR will need to be shared among the multiple EVCs. Rates and charges for CIRs are set forth in E. Current Rates and Charges, following.

/1/ Applicable to new services installed after November 29, 2006.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)****3. Limitations**

OPT-E-MAN® is only available within the same Local Access Transport Areas (LATAs) and is subject to the availability and operational limitations of the Company's equipment and associated facilities.

Regulations, rates and charges specified herein are in addition to other regulations, rates and charges as set forth in Schedule Cal.P.U.C. No. 175-T.

Limitations of liability for OPT-E-MAN® as set forth in Schedule Cal.P.U.C. No. 175-T, Section 2.1.2 and Guidebook, Part 2, Section 2 are applicable.

Where facilities, equipment and/or operating conditions are not available, Special Construction charges as set forth in Schedule Cal.P.U.C. No. 175-T, Section 15. are applicable.

The Company does not undertake to originate data, but offers the use of its service elements to customers for the purpose of transporting customer's originated data.

The responsibility of the Company shall be limited to furnishing the OPT-E-MAN® network. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission or the rejection of signal by CPE.

The Company will maintain and repair the service of which it furnishes and will provide the customer reasonable notification of service affecting activities that may occur in the normal operation of business.

Maintenance of service regulations and charges are set forth in Schedule Cal.P.U.C. No. 175-T, Section 13.3.1, Maintenance of Service, for customer reported trouble.

The Company may request additional customer information as may be required to permit the Company to maintain the OPT-E-MAN® network and to ensure that the service arrangement is in compliance with the regulations contained in this section.

The Company shall not be responsible for error correction. Error correction is the responsibility of the customer's OPT-E-MAN® compatible CPE.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)****3. Limitations (cont'd)**

OPT-E-MAN® service does not allow for oversubscription. The sum total of the bandwidth assigned to EVCs are mapped to a single port and cannot exceed the ordered CIR.

The Company shall not be responsible for installation, operation, maintenance, or adapting OPT-E-MAN® to the technological requirements of any specific CPE.

The Company shall not be responsible to the customer or user if changes in any of the equipment, operations, or procedures of the Company used in provisioning of OPT-E-MAN® render any facilities provided by the customer or user obsolete; or require modification or alteration of such equipment or system; or otherwise affect its use or performance, provided the Company has met all applicable information disclosure requirements otherwise required by law.

For Basic and Basic Plus point-to-point and point-to-multipoint service, the Company will use controls to limit the amount of broadcast traffic to protect the OPT-E-MAN® network against broadcast storms. The maximum throughput of broadcast traffic will be set at 10 Mbps per customer port. Packets dropped by traffic controls will be excluded from SLA calculations. The Company recommends that customers enable controls for broadcast traffic within the customer network.

For Basic Plus Multipoint to Multipoint service, the Company will use controls to limit the amount of multicast and broadcast traffic to protect the OPT-E-MAN® network against traffic storms. The maximum throughput of multicast traffic will be set at 1 Mbps per customer port. The maximum throughput of broadcast traffic will be set at 200 packets per second per port.

The Company recommends that customers enable controls for multicast, broadcast and unknown unicast traffic within the customer network(s).

4. Technical Specifications

Technical specifications are set forth in the following technical reference:

Network Equipment Design Requirements (SBC-TPT7620MP Issue 5, 10/03) Ethernet Standards for SBC Local Exchange Companies (SBC-TP76412 Issue 2, 12/1/03)

This technical reference can be obtained from:

Apex Support Team
(734) 523-7348

/1/ This provisioning requirement will only apply to new service installed after June 18, 2007.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)****5. Allowance for Service Interruptions**

- a. The Company will administer its network to ensure the provision of acceptable service levels to all users of the Company's OPT-E-MAN network. In case of an interruption of service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows. No credit shall be allowed for an interruption of less than 10 seconds. If an interruption of service is more than 10 seconds, the customer shall be credited at the rate 10/8640 of the monthly charges for the service for each period of 5 minutes, or major fraction thereof, that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

Service Level Agreements (SLAs) are offered with OPT-E-MAN for the Bronze and Silver Grades of Service and provide the customers with end to end performance backed by service credits if minimum quality standards are not met by the Company. The following Service Level Agreement (SLA) will be supported for OPT-E-MAN Service for the Bronze and Silver Grades of Service:

(1) Network Availability

The Company is committed to maintain Network Availability of 99.95% per month, including the local loop. This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding maintenance window and any exclusions as set forth in d.(2) following.

(a) Calculation

Network Availability is calculated as the percentage of time that the Optical network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given month is as follows:

$$\text{Network Availability} = \frac{(24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}) - \text{network outage time (measure in minutes)}}{(24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites})}$$

As specified in the formula above, all ports included in a customer's network are utilized in calculating Network Availability.

(b) Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when Network Availability falls below the committed level and requesting a service credit. Upon verification by the Company that the actual Network Availability for the service was less than the committed level, the customer will be provided a service credit equal to 10% of the monthly recurring charge for all affected ports.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)**

5. Allowance for Service Interruptions (cont'd)

b. The following Service Level Agreements will be supported for the Bronze Grade of Service

(1) Packet Delivery Rate (PDR)

Packet Delivery Rate (PDR) is defined as the actual amount of useful and non-redundant information that is transmitted or processed from end-to-end across the network. The PDR is 99.5% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer ports are attached.

(a) Calculation

Packet delivery is measured by averaging sample measurements taken during a calendar month from NTE to NTE to which the customer ports are attached and calculations will be measured only when the OPT-E-MAN® network is available.

(b) Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when the PDR falls below the committed level and requesting a service credit. Upon notification by the customer that the actual PDR for the service was less than the committed level, the Company has 30 days to correct the problem. If after 30 days, the PDR is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for all affected ports for the month in which the PDR falls below the committed level.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)**

5. Allowance for Service Interruptions (cont'd)

b. The following Service Level Agreements will be supported for the Bronze Grade of Service (cont'd)

(2) Latency

The Company is committed to maintain delay across the Company's network of no more than 27 ms (54 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less.

(a) Calculation

Latency is measured by averaging sample measurements taken during a calendar month between NTEs to which the customer ports are attached and calculations will be measured only when the OPT-E-MAN® Network is available.

(b) Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when Latency for a connection is above 27 ms one-way (54 ms roundtrip) and requesting a service credit. Upon notification by the customer that the actual delay for data was more than the committed level, the Company has 30 days to correct the problem. If after 30 days, the delay is still more than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for the affected ports in which the customer-specific delay was above the committed level.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)**

5. Allowance for Service Interruptions (cont'd)

c. The following Service Level Agreements will be supported for the Silver Grade of Service

(1) Packet Delivery Rate (PDR)

Packet Delivery Rate (PDR) is defined as the actual amount of useful and non-redundant information that is transmitted or processed across the network. The PDR is 99.9% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer ports are attached.

(a) Calculation

Packet delivery is measured by averaging sample measurements taken during a calendar month from NTE to NTE to which the customer ports are attached and calculations will be measured only when the OPT-E-MAN® network is available.

(b) Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when the PDR falls below the committed level, and requesting a service credit. Upon notification by the customer that the actual PDR for the service was less than the committed level, the Company has 30 days to correct the problem. If after 30 days, the PDR is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for all affected ports for the month in which the service parameters fall below the committed level.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)**

5. Allowance for Service Interruptions (cont'd)

c. The following Service Level Agreements will be supported for the Silver Grade of Service (cont'd)

(2) Latency

The Company is committed to maintain delay across the Company's network at no more than 18 ms (36 ms roundtrip) one way end-to-end (including the local loop) within the Company's network for packets 1500 bytes or less.

(a) Calculation

Latency is measured by averaging sample measurements taken during a calendar between NTE to which the customer ports are attached and calculations will be measured only when the OPT-E-MAN® network is available.

(b) Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when Latency for a connection is above 18 ms one-way (36 ms roundtrip) and requesting a service credit. Upon notification by the customer that the actual delay for data was greater than 18 ms one-way (36 ms roundtrip) the Company has one month to correct the problem. If after one (1) month the delay is still greater than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for the affected ports in which the customer-specific delay was greater than the committed level.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)**

5. Allowance for Service Interruptions (cont'd)

- c. The following Service Level Agreements will be supported for the Silver Grade of Service (cont'd)

- (3) Jitter

The delay variance is the delta between a packet delay and the average packet delay of the sample of packets transmitted across the network. It is measured between two endpoints. The Company is committed to maintain a jitter of less than 12 ms one way end-to-end (including the local loop) within the Company's network.

- (a) Calculation

Jitter is calculated by measuring the variance of packets delivered from one point to another. This measurement will be taken during the Company's network busy hour and only when the OPT-E-MAN® network is available.

- (b) Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when jitter for a connection is above 12 ms and requesting a service credit. Upon notification by the customer that the actual jitter was greater than 12 ms, the Company has 30 days to correct the problem. If after 30 days the jitter is still greater than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for the affected ports for the subsequent month in which the jitter was above the committed level.

5. OPT-E-MAN® (cont'd)

B. Service Provisioning (cont'd)

5. Allowance for Service Interruptions (cont'd)

d. Service Level Agreement (SLA) Regulations and Exclusions

(1) Service Level Agreement (SLA) Regulations

- (a) SLAs will be offered at no charge to all customers who subscribe to the Bronze or Silver Grades of Service.
- (b) SLAs will apply to all connection types under the Bronze or Silver Grades of Service.
- (c) SLA credits will not exceed full monthly charges for affected network elements.
- (d) Packet Delivery Rate, Latency and Jitter calculations will be measured only when the OPT-E-MAN network is available.

5. OPT-E-MAN® (cont'd)**B. Service Provisioning (cont'd)**

5. Allowance for Service Interruptions (cont'd)

d. Service Level Agreement (SLA) Regulations and Exclusions (cont'd)

(2) Service Level Agreement Exclusions

The Company will be excused from providing any Service Level Agreement credits for the Bronze and Silver Grades of Service should any of the following conditions occur:

- (a) Force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes; loss or damage resulting from any cause beyond the Company's reasonable control such as acts of war, civil disturbances, acts of civil or military authorities or public enemy.
- (b) All SLAs are end-to-end (hand-off at the customer demarcation to hand-off at the customer demarcation, including the local loop). The failure of any components beyond the local facility, including the Network Interface (NI), are excluded from SLA calculation.
- (c) Data loss during the Company's scheduled maintenance window.
- (d) Data exceeding subscribed CIR.
- (e) Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.
- (f) Any customer Network Management is not included in SLA.
- (g) Packets dropped by traffic controls are excluded from SLA calculations.
- (h) Data exiting the network through the customer ports in a multipoint-to-multipoint configuration are excluded from SLA calculations to the extent that it exceeds the CIR for those ports.

5. OPT-E-MAN® (cont'd)**C. Rate Regulations**

This section identifies each rate element and discusses the rate application governing the rates and charges that apply to OPT-E-MAN.

Specific rates and charges for OPT-E-MAN are set forth in E. Current Rates and Charges, following.

Jurisdictional reporting requirements are set forth in Schedule Cal.P.U.C. No. 175-T, Section 2.3.14 Jurisdictional Report Requirements.

1. Rate Elements

The following identifies the rate elements offered, where facilities exist, for OPT-E-MAN.

a. Standard Connection

The Standard Connection rate element is assessed per interface at bandwidths of 100 Mbps (10/100BaseT) or 1 Gbps Ethernet. The OPT-E-MAN connection rate element includes the physical connection between the customer's demarcation and the core Ethernet network, and a port on the NTE.

b. Ethernet Virtual Circuit (EVC)

EVC rate element is assessed in ranges of 2-1000 Mbps and is provided at no charge. EVCs can be assigned in 1 Mbps increments within each range. Additional EVCs may be ordered to establish additional virtual connections over the same physical connections. When additional EVCs are ordered, the customer must designate the portion of the CIR bandwidth assigned to each EVC.

c. Committed Information Rate (CIR)

CIR rate element is defined as bandwidth, which is assessed per speed increments ranging from 2 Mbps to 1 Gbps.

d. Additional Media Access Control (MAC) Addresses

MAC Addresses rate element is a data link layer protocol used for Layer 2 connectivity and is assessed per MAC address group 51-100. There is a limit of 100 MAC addresses total per port.

5. OPT-E-MAN® (cont'd)**C. Rate Regulations (cont'd)****1. Rate Elements (cont'd)**

The following identifies the rates elements offered, where facilities exist for OPT-E-MAN (cont'd)

e. Service Order Change Charge

Service Order Change Charge is assessed for pending service order and is assessed per location:

- (1) Changes in physical and bandwidth configurations, such as increases in CIR, changes in the type of connection ordered or grade of service changes, i.e., Bronze to Silver.
- (2) Ethernet Virtual Circuit changes such as deleting or adding EVCs or changing the CIR associated with an EVC.
- (3) Port Changes include upgrading a port from 10/100BaseT to a 1 Gbps port or increasing the limit on the number of MAC Addresses that can be used with a port.

f. Service Order Cancellation

If the customer cancels service prior to installation being completed, a Service Order Cancellation Charge (per port, per location) will apply, in addition to any unpaid Special Construction charge that the Company has incurred.

g. Service Order Expedite

Service Order Expedite Charge is assessed per location when customer requests service to be installed sooner than the Company/Customer agreed upon due date. Service can only be expedited if the Company can accommodate the request.

h. Repeater

Repeater charge is assessed per location when customer requests OPT-E-MAN service from a serving wire center not equipped to provide OPT-E-MAN service and if the technical review indicates that service can be provided using a repeater from the customer's location to the Ethernet network.

i. Miscellaneous Change Charge

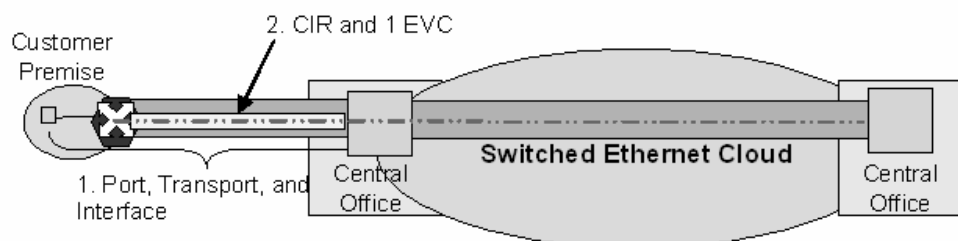
Miscellaneous Change Charge is assessed per location when customer requests changes to their existing OPT-E-MAN service:

- (1) Changes in physical and bandwidth configurations, such as increases in CIR, changes in the type of connection ordered or grade of service changes, i.e. Bronze to Silver.
- (2) Ethernet Virtual Circuit changes such as deleting or adding EVCs or changing the CIR associated with an EVC.
- (3) Port Changes include upgrading a port from 10/100BaseT to a 1 Gbps port or increasing the limit on the number of MAC Addresses that can be used with a port.

5. OPT-E-MAN® (cont'd)**C. Rate Regulations (cont'd)****1. Rate Elements (cont'd)**

The following identifies the rates elements offered, where facilities exist for OPT-E-MAN®. (cont'd)

- j. The following diagram describes a standard service configuration for OPT-E-MAN®.



Each connection is a 100 Mbps connection on different ports

(1) Standard Connection

- Transport/Port/Interface

(2) Committed Information Rate (CIR) plus one (1) Ethernet Virtual Connection (EVC)

5. OPT-E-MAN® (cont'd)**C. Rate Regulations (cont'd)****1. Rate Elements (cont'd)**

The following identifies the rates elements offered, where facilities exist for OPT-E-MAN®. (cont'd)

k. Meet-Point Billing Options

Meet-Point is available in two configurations:

Direct LEC Connection is provisioned using a standard OPT-E-MAN Basic or Basic Plus Connection and associated CIR, plus Mileage. The mileage is measured in airline miles from the OPT-E-MAN switch location to the ILEC (ICO) meet-point location.

GigE ICO Trunking Arrangement applies an ICO Trunk Connection Charge between the OPT-E-MAN switch location and the ICO meet-point location that is shared with the ILEC (ICO) Ethernet switch. The ICO Trunk Connection Charge is applied to each customer Ethernet Virtual Connection (EVC) that is transported on the GigE trunk backbone to the ICO meet-point. The ICO Trunk Mileage charge is applicable to each customer Ethernet Virtual Connection (EVC) transported across the GigE trunk when mileage exceeds 10 miles. Mileage is calculated from the OPT-E-MAN switch location to the ICO meet-point location.

5. OPT-E-MAN® (cont'd)**C. Rate Regulations (cont'd)****2. Term Pricing Plan****a. General**

OPT-E-MAN® Term Pricing Plan (TPP) provides the customer with rate stabilization and discounted tariff rates. The OPT-E-MAN TPP provides for a one, two, three or five^{/1/} year terms. (C)
Monthly extension will only be offered when a term contract has expired and the customer has not yet signed another term contract.

OPT-E-MAN TPP monthly rates will be exempt from Company initiated rate increases throughout the selected service period. Should the Company increase its rates during the OPT-E-MAN TPP service period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the OPT-E-MAN TPP.

Decreases in OPT-E-MAN TPP monthly recurring tariff rates will be passed on to customers who participate in an OPT-E-MAN TPP.

Nonrecurring charges will be waived for those customers selecting the two, three or five^{/1/} year (C)
Term Payment Plan (TPP) period for new service for the Basic or Basic Plus Connection, Committed Information Rate (CIR), Additional MAC Addresses and Repeater rate elements.

b. Renewal of Term Pricing Plan

At the end of a Term Pricing Plan, the customer may renew with a written notice of intent to renew no later than 90 days prior to its expiration, for any TPP in effect without incurring new nonrecurring charges.

If the customer elects not to renew the TPP or does not notify the Company of its intent to renew the TPP, the service will automatically be billed under the Monthly Extension rates in effect at the time the TPP expires until the customer cancels or renews the service with a new TPP term. Subsequently, customers under the Monthly Extension rates may convert their existing service to either a one, two, three, or five^{/1/} year TPP. The customer will not be assessed any associated (C)
nonrecurring charges as long as the physical serving arrangement does not change.

Monthly Extensions are not available to new service.

/1/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available (N)
for new or renewing subscribers. (N)

5. OPT-E-MAN® (cont'd)**C. Rate Regulations (cont'd)****2. Term Pricing Plan (cont'd)****c. Change of Term Pricing Plan**

At any time, a customer may change an existing TPP to a new TPP only when the new TPP payment period is longer than the remaining period currently in effect, without any Termination Liability Charges or nonrecurring charges applying as long as all other aspects of the service and facilities remain unchanged. The new TPP begins on the service order completion date and is treated as a new TPP period.

d. Service Available Under OPT-E-MAN TPP

A customer may elect to participate in the OPT-E-MAN TPP for the OPT-E-MAN Basic Connection and Repeater rate elements only.

e. Terms and Conditions

Customers must specify the length of the service period at the time the OPT-E-MAN is established.

Customers may upgrade their usage (CIR) to a higher speed without incurring termination charges, depending on facilities used. The Company will determine whether such an upgrade is permissible based on the type of facilities currently used to provide the service.

Customers may upgrade their Grade of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

Customers may move their existing service to a new location without incurring termination charges provided all of the following conditions are met:

- (1) The customer maintains the existing TPP at the new location or establishes a new TPP equal to or greater than at the old location;
- (2) During the Term Payment Plan, a customer may move OPT-E-MAN location to another premises in the same LATA and keep the Term Plan in force without assessment of Early Termination Liability, provided no lapse in billing occurs;
- (3) The customer's request for disconnect at the existing location and the request for service at the new location are received at the same time;

5. OPT-E-MAN® (cont'd)**C. Rate Regulations (cont'd)****2. Term Pricing Plan (cont'd)****e. Terms and Conditions (cont'd)**

Customers may move their existing service to a new location without incurring termination charges provided all of the following conditions are met: (cont'd)

- (4) The customer's disconnect order for the existing service references the new connect order for the new service;
- (5) Moves of one location to a premise in a different serving office may result in a change in the monthly charges. Nonrecurring charges, as appropriate, are applicable as set forth in E. Rates and Charges, following.
- (6) If the customer moves more than one location of the service concurrently the customer will be liable for Termination Liability charges as this is considered a complete disconnect of the service.

f. Termination Charges

In addition to any special construction liabilities, as set forth in Schedule Cal.P.U.C. 175-T, Section 15., customer termination liability for cancellation of OPT-E-MAN® TPP shall be equal to:

- (1) Any unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus
- (2) Fifty percent (50%) of all recurring charges for the remaining months of the customer's term which the customer agrees to pay within 30 days.
- (3) The termination charge is calculated as follows:

(Monthly Recurring Rate) x (Months remaining in TPP term) x (Termination Billing Period Percentage)

Example: A customer with a \$1,800.00 monthly rate terminates service with 10 months remaining in a 3 year TPP term.

The termination liability charges would be calculated as follows: (\$1800.00) x (10) x (.50) = \$9,000.00

5. OPT-E-MAN® (cont'd)**C. Rate Regulations (cont'd)****2. Term Pricing Plan (TPP) (cont'd)****f. Termination Charges (cont'd)**Migration to AT&T Switched Ethernet ServiceSM

Customers subscribing to OPT-E-MAN Service may migrate to AT&T Switched Ethernet Service provided by the Company without incurring termination liability, subject to the following conditions:

- The new AT&T Switched Ethernet Service and the existing OPT-E-MAN Service must be billed to the same customer of record at the same customer locations.
- The customer's existing service must have been in place for at least 12 months.
- The minimum term for the new service must be at least 12 months and must be equal to or greater than the number of months remaining in the customer's existing Term Payment Plan (TPP) term.
- The speed (capacity/bandwidth) of the new service must be equal to or greater than that of the existing service.
- The customer must issue a disconnect order for the replaced OPT-E-MAN Service to be effective within 90 days after the AT&T Switched Ethernet Service installation date. The disconnect and new orders must be coordinated through the Company.
- If overlapping service is required, the period will be limited to not more than 90 days and billing will apply to both services during the time both services are available.

(C)

(C)

SM AT&T Switched Ethernet Service is a service mark of AT&T Intellectual Property.

5. OPT-E-MAN® (cont'd)

D. Current Rates and Charges

	Nonrecurring Charges ^{/3/}	12 Months	24 Months	36 Months	60 ^{/4/} Months	Monthly (C) Extension
Standard Connection ^{/1/} Per Location						
<u>Basic Service</u>						
10/100BaseT	\$1925.00	\$ 780.00	\$ 750.00	\$ 650.00	\$ 575.00	\$ 925.00
1 Gbps	2100.00	1200.00	1150.00	1000.00	850.00	1400.00
<u>Basic Plus Service</u>						
10/100BaseT	\$1925.00	\$ 780.00	\$ 750.00	\$ 650.00	\$ 575.00	\$ 925.00
1 Gbps	2100.00	1200.00	1150.00	1000.00	850.00	1400.00
				Grade of Service Monthly Charges		
	Nonrecurring Charges		Best Effort	Bronze	Silver	
Ethernet Virtual Connection (EVC) ^{/2/} - per connection						
2–1000 Mbps	\$0.00		\$0.00	\$0.00	\$0.00	

/1/ Standard Connection rates include the Interface, Port and Transport rate element.

/2/ Ethernet Virtual Connections are required for provisioning purposes only and can be assigned in 1 Mbps increments.

/3/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60^{/4/} month Term Payment Plan (TPP) period for new service. (C)

/4/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers. (N)

5. OPT-E-MAN® (cont'd)**D. Current Rates and Charges (cont'd)**

<u>Committed Information Rate (CIR)</u>	<u>Nonrecurring Charge^{/1/}</u>	<u>Grade of Service Monthly Charge</u>		
		<u>Best Effort</u>	<u>Bronze</u>	<u>Silver</u>
2 Mbps	\$75.00	\$255.00	\$300.00	\$500.00
4 Mbps	75.00	295.00	350.00	550.00
5 Mbps	75.00	N/A	450.00	650.00
8 Mbps	75.00	465.00	550.00	750.00
10 Mbps	75.00	N/A	650.00	850.00
20 Mbps	75.00	N/A	900.00	1,100.00
50 Mbps	75.00	N/A	1,025.00	1,225.00
100 Mbps	75.00	N/A	1,200.00	1,400.00
150 Mbps	75.00	N/A	1,375.00	1,775.00
250 Mbps	75.00	N/A	1,575.00	1,975.00
500 Mbps	75.00	N/A	1,900.00	2,300.00
600 Mbps	75.00	N/A	2,225.00	2,625.00
1000 Mbps	75.00	N/A	2,575.00	2,975.00

N/A - Not Available

/1/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60^{/2/} month Term Payment Plan (TPP) period for new service. (C)

/2/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers. (N)
(N)

5. OPT-E-MAN® (cont'd)**D. Current Rates and Charges (cont'd)**

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>					
Additional Mac Addresses ^{/1/} - 51-100	\$70.00	\$5.00					
Service Order Change Charge	75.00	NA					
Miscellaneous Change Charge	50.00	NA					
Service Order Cancellation Charge	200.00	NA					
Order Expedite	300.00	NA					
	<u>Nonrecurring Charges^{/1/}</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60^{/2/} Months</u>	<u>Monthly Extension</u>	(C)
Repeater	\$250.00	\$400.00	\$375.00	\$325.00	\$300.00	\$475.00	

/1/ Nonrecurring charges will be waived for customers selecting the 24, 36 or 60^{/2/} month Term Payment Plan (TPP) period for new service. (C)

/2/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers. (N)
(N)

5. OPT-E-MAN® (cont'd)**D. Current Rates and Charges (cont'd)**

				<u>Nonrecurring Charge</u>	<u>Monthly Price</u>		
Meet-Point Billing Options							
- Direct LEC Connection, Mileage							
				\$1,200.00	\$500.00		
				1,200.00	1,000.00		
				1,200.00	1,500.00		
				1,200.00	2,500.00		
	<u>Nonrecurring Charge</u> ^{/1/}	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60</u> ^{/2/} <u>Months</u>	<u>Monthly Extension</u>	(C)
- GigE ICO Trunking Arrangement							
ICO Trunk Connection Charge, per EVC							
2 Mbps	\$300.00	\$340.00	\$290.00	\$250.00	\$220.00	\$400.00	
4 Mbps	345.00	380.00	330.00	285.00	250.00	440.00	
5 Mbps	400.00	430.00	370.00	315.00	270.00	500.00	
8 Mbps	460.00	490.00	420.00	360.00	310.00	570.00	
10 Mbps	525.00	570.00	490.00	420.00	360.00	660.00	
20 Mbps	600.00	670.00	580.00	504.00	430.00	780.00	
50 Mbps	700.00	840.00	730.00	630.00	540.00	970.00	
100 Mbps	800.00	1,120.00	970.00	840.00	720.00	1,290.00	
150 Mbps	925.00	1,670.00	1,450.00	1,260.00	1,080.00	1,930.00	
250 Mbps	1,100.00	2,160.00	1,870.00	1,620.00	1,380.00	2,490.00	
500 Mbps	1,100.00	4,640.00	4,030.00	3,500.00	2,980.00	5,340.00	
600 Mbps	1,100.00	5,560.00	4,830.00	4,200.00	3,570.00	6,400.00	
1 Gbps	1,100.00	6,390.00	5,500.00	4,830.00	4,100.00	7,360.00	

/1/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60^{/2/} month Term Pricing Plan (TPP) period for new service. (C)

/2/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers. (N)
(N)

5. OPT-E-MAN® (cont'd)**D. Current Rates and Charges (cont'd)**Monthly
Charge

Meet-Point Billing Options (cont'd)

- GigE ICO Trunking Arrangement (cont'd)

ICO Trunk Mileage, per EVC

Above 0 and inclusive of 10 miles	N/A
Above 10 and inclusive of 25 miles	
2 Mbps to 20 Mbps	\$170.00
50 Mbps to 150 Mbps	375.00
250 Mbps to 1 Gbps	1,500.00
Above 25 and inclusive of 35 miles	
2 Mbps to 20 Mbps	270.00
50 Mbps to 150 Mbps	675.00
250 Mbps to 1 Gbps	1,750.00
Above 35 and inclusive of 50 miles	
2 Mbps to 20 Mbps	410.00
50 Mbps to 150 Mbps	1,100.00
250 Mbps to 1 Gbps	2,000.00

/1/

/1/ Material now appears in Part 20, Section 6, Sheet 149.

/1/

/1/ Material now appears in Part 20, Section 6, Sheet 150.

/1/

/1/ Material now appears in Part 20, Section 6, Sheet 151.

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/1/ Material now appears in Part 20, Section 6, Sheet 152.

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/1/ Material now appears in Part 20, Section 6, Sheet 153.

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/1/ Material now appears in Part 20, Section 6, Sheet 154.

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/1/ Material now appears in Part 20, Section 6, Sheet 155.

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/1/ Material now appears in Part 20, Section 6, Sheet 160.

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/1/ Material now appears in Part 20, Section 6, Sheet 161.

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/1/ Material now appears in Part 20, Section 6, Sheet 166.

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/1/ Material now appears in Part 20, Section 6, Sheet 167.

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/1/ Material now appears in Part 20, Section 6, Sheet 168.

7. DIRECTORY NUMBER CALL FORWARDING

(C)

A. DESCRIPTION

Directory Number Call Forwarding (DNCF) allows a Facility Based CLC's customer to retain their existing Company telephone number when that customer changes their local service provider from the Company to a Facility Based Competitive Local Carrier (CLC) and chooses to disconnect their former Company service associated with the Company telephone number. DNCF permits calls made to the Facility Based CLC's customer's retained telephone number to be forwarded to a new telephone number assigned and provided by the Facility Based CLC. The Facility Based CLC may subscribe to a maximum of 99 access paths for each DNCF number.

B. REGULATIONS**1. General**

- a. Rules and Regulations set forth in this Guidebook are in addition to Rules and Regulations set forth in the Company's Tariff Schedules and/or Guidebook for Network and Exchange Services and in some cases supersede those rules.

The following Regulations set forth in Schedule Cal.P.U.C. No. 175-T are applicable to DNCF and for DNCF supersede those in the Company's Tariff Schedules and/or Guidebook for Network and Exchange Services:

- Section 2.1.2 Limitations
- Section 2.1.3 Liability
- Section 2.1.4 (B) Provision of Services
- Section 2.1.6 Maintenance of Services
- Section 2.1.8 Refusal and Discontinuance of Service
- Section 2.1.11 Notification of Service-Affecting Activities
- Section 2.1.12 Coordination with Respect to Network Contingencies
- Section 2.2.2 Interference or Impairment
- Section 2.2.3 Unlawful Use
- Section 2.3.1 Damages
- Section 2.3.1 Damages

7. DIRECTORY NUMBER CALL FORWARDING (cont'd)

(C)

B. REGULATIONS (cont'd)**1. GENERAL (cont'd)**

- a. Rules and Regulations set forth in this Guidebook are in addition to Rules and Regulations set forth in the Company's Tariff Schedules and/or Guidebook for Network and Exchange Services and in some cases supersede those rules. The following Regulations set forth in Schedule Cal.P.U.C. No. 175-T are applicable to DNCF and for DNCF supersede those in the Company's Tariff Schedules and/or Guidebook for Network and Exchange Services: (cont'd)

Section 2.3.2 Ownership of Facilities and Theft

Section 2.3.3 Equipment Space and Power

Section 2.3.11 Claims and Demands for Damages

Section 2.3.13 Coordination with respect to Network Contingencies

Section 2.4.1 Payment of Rates, Charges and Deposits

Section 2.4.2 Minimum Periods

Section 2.4.3 Cancellation of an Order for Service

Section 2.4.4 Credit Allowance for Service Interruptions

Section 2.4.6 Re-establishment of Service Following Fire, Flood or Other Occurrence

Section 2.4.11 Application of Surcharges

Section 5.1.1 Ordering Conditions

Section 5.1.2 Provision of Other Services

Section 5.2.2 Access Order Modifications

Section 5.2.3 Cancellation of an Access Order

Section 5.2.5 Minimum Period

Section 5.2.6 Minimum Period Charges

Section 5.2.8 (A) Service Rearrangements

Section 5.3 Available Inventory

Section 13.2 Additional Labor

- b. Inside Wire as set forth in Guidebook, Part 8, Section 8 or 175-T, Section 2.1.6 is not available with DNCF service.

7. DIRECTORY NUMBER CALL FORWARDING (cont'd)

(C)

B. REGULATIONS (cont'd)**1. General (cont'd)**

- c. The Company will not charge message charges as set forth in Guidebook Part 4, Section 2 and Part 9, Section 1 respectively, to that portion of the call from the DNCF number to the terminating CLC switch^{/1/}. (C)
- d. The CLC will not charge the Company any terminating interconnection charges for calls delivered by the Company to the CLC using DNCF^{/1/}. (C)
- e. DNCF is available only in 1AESS, 5ESS and DMS-100 central offices and will only be provided from the central office that serves the retained telephone number. DNCF is available only where facilities and operating conditions permit. In 1AESS switch types, the standard is one access path per DNCF arranged due to technical limitations. Requests for additional paths must be negotiated.
- f. A DNCF number is available only to those CLCs that have received a Certificate of Public Convenience and Necessity (CPCN) and who have been authorized by the California Public Utilities Commission to provide local exchange services.
- g. Per Cal.P.U.C. Resolution T-15932, it is the responsibility of the CLC to comply with Section 2889.5 of the Public Utilities Code.
- h. It is the responsibility of the CLC to insure that both the Company assigned DNCF number, and the forwarded to number provided by the CLC have the correct information of the CLC's customer loaded in the E911 Access Line Information (ALI) data base, to permit address retrieval by the Primary Service Answering Point (PSAP).
- i. Directory Number Call Forwarding is an interim number portability service, provided on an interim basis until permanent number portability service is implemented.

/1/ These proposed terms are subject to a final determination in the California Public Utilities Commission's OANAD proceeding.

7. DIRECTORY NUMBER CALL FORWARDING (cont'd)**B. REGULATIONS (cont'd)**

1. General (cont'd)

- i. Except for the optional services specified in this Guidebook, (C. 1., 2., 3.), Directory Number Call Forwarding is not available with all of the services available to Network and Exchange grades and classes of service listed in the Guidebook.
- j. A local interconnection service must be established to provide the exchange of voice telephone traffic, that includes calls forwarded by DNCF from the Company's switch to the CLC's switch. The CLC must provide to the Company, information to permit the Company to request the required incremental trunk capacity to meet the expected DNCF demand.
- k. DNCF may be subject to transmission limitations, so that the quality of the transmission of calls which are forwarded may vary depending on the network routing necessary to complete each call to the CLC switch. The Company does not guarantee the transmission of data information over DNCF Service.
- l. The installation charge and monthly rate are applicable to each DNCF service.
- m. DNCF only applies when the CLC's customer remains in the same physical location or a location within the same area served by the Company serving central office. If the CLC's customer changes their physical location to a location associated with a different serving central office, the DNCF must be disconnected.
- n. Reserved (C)
(D)
- o. A CLC may order up to a maximum of 99 call paths associated with the same CLC customer for a single CLC number.
- p. In exception to regulation i. in this Guidebook, DNCF is available to numbers that were in service as Remote Call Forwarding service as described in Guidebook, Part 7, Section 4 and Foreign Exchange Service as described in Guidebook, Part 4, Section 3, preceding.
- q. DNCF is available to facilities based and non-facilities based CLCs.

7. DIRECTORY NUMBER CALL FORWARDING (cont'd)**C. OPTIONAL SERVICES****1. Directory Listings or Directory Assistance Listings**

A Directory Listing for DNCF numbers will be furnished as a primary listing in the alphabetical (white) section of the telephone directory that serves the exchange in which the DNCF number is located, and/or a Directory Assistance Listing (only) will be furnished (DNCF numbers included in the directory assistance data base) as set forth in Schedule Cal.P.U.C. No. 175-T, Section 9.3.

2. Alternate Billing Services^{/1/}

(C)

- a. Collect calls to the DNCF number will be allowed upon request of the CLC, otherwise collect calls will be blocked. The CLC is responsible for billing it's customer.
- b. Bill to Third Party calls to the DNCF number will be allowed upon request of the CLC, otherwise Bill to Third Party calls will be blocked. The CLC is responsible for billing it's customer.

/1/ Effective March 19, 2016, Collect, Person-to-Person, Bill to Third Number calls and Busy Line Verification/Interruption services are discontinued.

(N)
(N)

7. DIRECTORY NUMBER CALL FORWARDING (cont'd)

(C)

C. OPTIONAL SERVICES (cont'd)**3. DNCF Number Referral Service**

An automated announcement for disconnected DNCF, that repeats the called number, provides status of the called number and information on how to reach the called party. The CLC is responsible for providing the Company with information for reaching it's customer.

DNCF Referral Service is available to the CLC's end-user customer where facilities and operating conditions of the Company permit.

The disconnected DNCF will be kept dedicated for the CLC's customer selected period of the referral unless the Company determines it necessary to reassign and use the disconnected DNCF number as specified in Schedule Cal.P.U.C. No. A2.1.17.

If requested by the CLC at the termination of DNCF service, DNCF Number Referral Service will be provided at no charge. Unless the CLC orders Number Referral Service for it's customer upon disconnection of the DNCF service, there will be no referral of calls.

7. DIRECTORY NUMBER CALL FORWARDING (cont'd)

(C)

D. RATES AND CHARGES

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Directory Number Call Forwarding			
Residence			
- Per telephone number per	NO	NO	NPCFR

7. DIRECTORY NUMBER CALL FORWARDING (cont'd)

(C)

D. RATES AND CHARGES (cont'd)

1. Directory Number Call Forwarding (cont'd)

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Directory Number Call Forwarding			
Business			
- Per telephone number per	NO	NO	NPCFR

7. DIRECTORY NUMBER CALL FORWARDING (cont'd)**D. RATES AND CHARGES (cont'd)**

2. Miscellaneous Change Charge

	<u>Nonrecurring</u> ^{/1/} <u>Charge</u>	<u>USOC</u>	
Charge to change the forwarded to telephone number, change number of access paths for DNCF, and/or to change Alternate Billing Services ^{/2/}	\$ 4.15	DNCFC	(C)

/1/ This nonrecurring charge is interim as set forth in D.96-04-052 and is subject to final determination in the California Public Utilities Commission's OANAD proceeding.

/2/ Effective March 19, 2016, Collect, Person-to-Person, Bill to Third Number calls and Busy Line Verification/Interruption services are discontinued.

(N)
(N)

7. DIRECTORY NUMBER CALL FORWARDING (cont'd)

(C)

D. RATES AND CHARGES (cont'd)**3. OPTIONAL SERVICES**

	<u>Installation</u> ^{/1/} <u>Charge</u>	<u>Monthly</u> ^{/1/} <u>Rate</u>	<u>USOC</u>	(C)
(a) DNCF Referral Service ^{/2/, /3/} Residence Numbers				(C)
First telephone number				
- First 3 month period	NO	NA		
- Each additional month	NO	\$1.37	NPRFR	
Each additional telephone number				
- First and additional month(s), each number	NO	\$1.37	NPRFR	
(b) DNCF Referral Service ^{/2/, /3/} Business Numbers				(C)
First telephone number				
- First month	NO	NA		
- Each month up to 12 months or new directory issue date, whichever is longer	NO	NA		
- Each month beyond 12 months or new directory, whichever is longer	NO	\$1.10	NPRFB	
Each additional telephone number				
- First and additional months, each number	NO	\$1.10	NPRFB	

/1/ These charges are interim as set forth in D.96-04-052 and are subject to final determination in the California Public Utilities Commission's OANAD proceeding.

/2/ Rate for Basic Referral Service as described in Guidebook, Part 11, Section 4. Sequential, Non-sequential, Single Number and Operator Referral Services are not available.

/3/ Charges to change an established referral of call information only will apply as set forth in Guidebook, Part 3, Section 1.3, C.2.

8. REMOTE LAN SERVICES (RLAN)**General Information**

Remote LAN Services are provided by means of wire, radio, fiber optics, satellite or any other suitable technology or combination thereof.

This Guidebook includes rates, charges, and terms and conditions of service for the provision of intrastate Remote LAN services by AT&T California (hereinafter referred to as "Company", "AT&T California" or "AT&T") between locations in the State of California. This Guidebook (hereinafter may be referred to as "Service Guide", "Document" or "Guidebook"), and any modifications thereto, are available for public inspection online at:

www.att.com/servicepublications

Applicability

Applicable to Remote LAN Services furnished by AT&T California, hereinafter referred to as the Company, to customers, over facilities wholly within the State of California. The customer and/or Company may execute a written agreement for the provision of a Remote LAN Service. This Guidebook does not prohibit the customer and Company from executing such agreements; as long as such agreements do not have terms and conditions inconsistent with this Guidebook or Company's Terms and Conditions for Intrastate Remote LAN Services.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

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8. REMOTE LAN SERVICES (RLAN) (Cont'd)

Map



8. REMOTE LAN SERVICES (RLAN) (Cont'd)**Section 8.1 - Symbols**

Explanation of Symbols may be found in Part 1, Section 1 of this Guidebook.

Section 8.2 – Rules

For Rules pertaining to Remote LAN Service found in this Guidebook, please see Part 2, Section 2. The AT&T California Guidebook may be found at:

www.att.com/servicepublications

RulesPart 2, Section 2
Sheet No.

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8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.3 GENERAL TERMS

8.3.1 General Term No. 1 – Application of Surcharges

See Schedule Cal. P.U.C. No. A2.1.43 Rule No. 43 – General Term No. 1 – Application of Surcharges.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.3 GENERAL TERMS (Cont'd)

8.3.2 General Term No. 2 – Discounted Advanced Services

See Schedule Cal. P.U.C. No. A2.1.41, E. General Term No. 2 - Discounted Advanced Services.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.3 GENERAL TERMS (Cont'd)

Intentionally left blank

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.3 GENERAL TERMS (Cont'd)

Intentionally left blank

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.3 GENERAL TERMS (Cont'd)

Intentionally left blank

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.3 GENERAL TERMS (Cont'd)

Intentionally left blank

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.3 GENERAL TERMS (Cont'd)

Intentionally left blank

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.3 GENERAL TERMS (Cont'd)****8.3.3 General Term No. 3 – Limitation of Liability**

For services offered on a detariffed basis pursuant to Decision 07-09-018, see the AT&T Business Services Agreement, available at att.com/servicepublications.

Installation

Upon request, Customers will be given an estimated installation date. The Company is not liable if installation of the service is delayed, however service commitments made to potential customers are to be honored. If the Customer wants service installation to be expedited, the Customer may be required to pay a special charge not to exceed \$100.00.

8.3.4 General Term No. 4 – Release of Message, Data, Credit and Calling Records

The release of messages, data, credits and calling records associated with Remote LAN Services shall be consistent with the specifications in AT&T California Schedule Cal.P.U.C. No. A2.1.35.

8.3.5 General Term No. 5 – Use of Service**A. Unsolicited Marketing**

No Customer is permitted to use Remote LAN Services for unsolicited marketing announcement services, or in a way that may jeopardize the Remote LAN Service network or other Customers' use of any Company service. The Company will investigate any abusive or unsolicited marketing (whether voice, facsimile or electronic image) and take appropriate action, including possible referral to law enforcement agencies or discontinuance of the Customer's Remote LAN Services. Remote LAN Services will be reinstated only after the Customer agrees to the Company's terms and conditions for the use of each such Remote LAN Service. Notwithstanding the above, the Guidebook sheets or agreements for a specific Remote LAN Service may provide that a particular Remote LAN Service may be used for unsolicited marketing, so long as such use is consistent with any applicable law.

B. Resale

Remote LAN Service may be resold without discount.

C. Company Content Policy

Customer shall use Remote LAN Services in a manner consistent with the Company's Content Policy.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.3 GENERAL TERMS (Cont'd)

8.3.5 General Term No. 5 – Use of Service (Cont'd)

D. Regulations and Codes

The Customer shall comply with all applicable federal, state and local laws, regulations and codes, including, but not limited to, the procurement of permits, certificates and licenses when needed in the provisioning and use of Remote LAN Services

E. Fraudulent Use

The Customer may not charge any calls to the service access number or otherwise use a Remote LAN Service in a fraudulent manner.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.3 GENERAL TERMS (Cont'd)****8.3.6 General Term No. 6 – Assignment****A. Customer Assignment**

The Customer may not assign its rights or delegate its obligations and duties regarding the provisioning of Remote LAN Services to Customer, without the prior written consent of the Company.

B. Company Assignment

The Company may, at any time, assign any and all of its rights and delegate its duties under this Guidebook to (i) any present or future affiliate, or (ii) any other company, if such assignment will, in Company's opinion, assist in the implementation of any law or ruling issued by any judicial or other governmental authority. In the event the Company withdraws a Remote LAN Service offering, in whole or in part, the Company may assign any and all of its rights and delegate its duties for such Service under this Guidebook to (i) any present or future affiliate, or (ii) any other company. The assignment to another company is subject to the appropriate Commission approval. Any of the assignees described above will not be bound by the terms and conditions of this Guidebook, and are free to offer such Remote LAN Services under new terms and conditions.

8.3.7 General Term No. 7 - Existing Customers**Existing Customers**

The terms and conditions of this Guidebook supersede all contracts with Customers for Remote LAN Services, which became effective on or before the date of this Guidebook; provided, however, that all mutually executed agreements for Remote LAN Services, which were in effect on or before the effective date of this Guidebook, shall remain in full force and effect to the extent they are consistent with the terms and conditions of this Guidebook. Affected Customers will receive proper notice of their contracts being replaced by this Guidebook.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.3 GENERAL TERMS (Cont'd)

8.3.8 General Term No. 8 - Re-Establishment Of Service

In the event of an emergency or disaster, such as an earthquake, flood, fire, civil disturbance, or other similar catastrophe, the Company may, at its sole discretion, for a period of not more than ninety days, elect to provide specified Remote LAN services at no charge to Customers affected by the emergency/disaster.

(D)

(D)

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE****8.4.1 Service Description****A. General Definition**

ADSL, a modem technology, adds high-speed data capability to traditional local exchange service. This is accomplished by placing an ADSL modem at each end of the local exchange Customer's local loop. Typically, one modem or Digital Subscriber Line Access Multiplexor (DSLAM) is located in the local exchange Customer's serving wire center and the other is located at the Customer's premises. The ADSL modem located at the local exchange Customer's location is provided by the Customer and must be compatible with the DSLAM located in the central office. The combined ADSL modems create three information channels. One channel is used for traditional voice-grade, circuit-switched applications while the other two channels are used for high-speed data communications.

The data channels derived from the central office modem or DSLAM are connected to the Company's fast packet network as part of ADSL service. Once connected to the fast packet network, the ADSL end user can establish permanent virtual connections to a data service provider of their choosing (e.g. Corporate Local Area Network (LAN)) for intrastate applications.

ADSL Service has three service options: Option I (384 Kbps downstream by 128 Kbps upstream), Option II (384 Kbps downstream by 384 Kbps upstream) and Option III (1.544 Mbps downstream by 384 Kbps Upstream). Downstream refers to the speed in which data is transferred to the end user from another network while upstream refers to the speed in which data is transferred from the end-user to another network.

In addition to the recurring and non recurring charges for the local exchange voice service used in the provisioning of ADSL service, nonrecurring service connection charges and monthly recurring charges apply for each ADSL end-user connection. An additional non-recurring charge will be levied to the ADSL Customer if the end user's local exchange loop must be "conditioned" to meet ADSL specifications. Consumer protection rules in this Guidebook will apply, unless specific exceptions are listed.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description****B. General Regulations**

- (1) ADSL Service, when purchased from this Guidebook, may not be used in connection with an interstate application. ADSL Service which is used for interstate applications is provided only from the Company's interstate service offering. The interstate classification is determined by the origination and termination of the communication, including the set-up and actual transmission.
- (2) The End-User will be connected to ADSL Service at the same Network Interface Device employed by AT&T California for applicable voice service which are limited to 1MR, 1FR, 1MS and 1MB service.
- (3) ADSL Service provides connectivity from the End-User's local exchange service to a host computer, i.e. a corporation's internal data network via the Company's ATM Cell Relay Service.
- (4) The rules and regulations specified herein for ADSL Service are in addition to the applicable rules and regulations found in this Guidebook and other Company tariffs.
- (5) The rates for ADSL Service as found in Sections 8.4.3.2, 8.4.3.3 and 8.4.3.4 are in addition to applicable rates and charges, rules and regulations for Customer's local exchange service as found in the AT&T California Local Exchange A Tariff and/or this Guidebook.
- (6) ADSL orders can only be accepted if the line is specified and available for provisioning.
- (7) If the Company has reason to believe that permitting the commencement or continuation of providing ADSL in this Guidebook schedule is adversely affecting or would adversely affect the Company's ability to provide, complete or maintain the level of or quality of its services to its Customers, the Company may refuse to provide ADSL or may discontinue providing such service.

(C)

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description****B. General Regulations (Cont'd)**

- (8) The Customer has exclusive responsibility and control over the content, quality, and characteristics of services such as data transmittal, graphics or conversations conducted over the Customer's equipment. The Customer shall exclude from its services any matter, the dissemination of which is prohibited by law or by rules, regulations or order of any governmental agency.
- (9) The Customer shall submit to the Company all advertising, sales promotion and other publicity relating to the subject matter of ADSL wherein the Company's name, signs, markings or symbols are used from which the connection of the Company's name therewith may be in the Company's judgment, reasonably inferred or implied, and further, the Customer shall not publish or use such advertising, sales promotion or publicity matter without the prior written approval of the Company.
- (10) The Customer's Premise Equipment (CPE) shall be interconnected in accordance with General Conditions and applicable rates as set forth in Part 8, Section 8 of this Guidebook. If the Customer violates this requirement, the Company may disconnect the Customer's services.
- (11) Adjustments requested due to poor transmission quality caused by the CPE will be made at the discretion of the Company.
- (12) In addition, other adjustments may be made in accordance with standard Company practices.
- (13) The Customer's services may be discontinued pursuant to the procedures set forth in AT&T California Schedule Cal. P.U.C. Nos. A2.1.9 and A2.1.11 for the Customer's failure to make full payment for the Company services provided under this Guidebook.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description****B. General Regulations (Cont'd)****(14) Third Party Billing**

- a. For the purposes of this regulation, the “Customer” is the third party who:
 - (i) is authorized by Payee's end user to order ADSL and
 - (ii) assumes responsibility for paying the Company for ADSL on behalf of Payee's end user.
- b. The Customer is responsible for all provisioning and monthly recurring charges for ADSL including those situations in which the end user and/or the Company has temporarily suspended or disconnected the end user's service.
- c. The Customer is financially responsible for any and all costs and expenses involved in providing its services, including, but not limited to, program development, advertising, and promotional expenses.
- d. The Customer is responsible for disconnecting ADSL ordered for the end user including those situations where the line on which the services are placed is disconnected.
- e. Duplication of the ADSL Service on a single line will not be permitted.

(15) Supercedures are not available on ADSL service.**C. Availability**

ADSL Service will be furnished only in areas where central offices are equipped to provide this service and where the Company determines in its judgment that facilities and operating conditions permit. Service will be installed as soon as practical as determined by the Company in its judgment.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description (Cont'd)****C. Availability (Cont'd)****(1) LATA 1**

<u>Central Office</u>	<u>City</u>
ALMDCA11	Alameda
ALBYCA11	Albany
ANTCCA11	Antioch
BNCICA11	Benicia
BKLYCA01	Berkeley
BSRNCA70	Bishop Ranch
BRLNCA01	Burlingame
CYTNCA11	Clayton
CTTICA11	Cotati
COLACA01	Colma
CNCRCA01	Concord
DAVLCA12	Danville
DAVLCA13	Danville
ELSBKA11	El Sobrante
FRFDCA01	Fairfield
FRMTCA11	Fremont
FRMTCA12	Fremont
HYWRCA01	Hayward
HYWRCA11	Hayward
LFYTCA11	Lafayette
LRKSCA11	Larkspur
LVMRCA11	Livermore
LSATCA11	Los Altos

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description (Cont'd)****C. Availability (Cont'd)****(1) LATA 1 (Cont'd)**

<u>Central Office</u>	<u>City</u>
MRTZCA11	Martinez
MNPKCA11	Menlo Park
MLBRCA11	Milbrae
MLPSCA11	Milpitas
MLVYCA01	Mill Valley
MORGCA12	Moraga
MTVWCA11	Mountain View
NAPACA11	Napa
OKLDCA03	Oakland
OKLDCA11	Oakland
OKLDCA12	Oakland
OKLDCA13	Oakland
ORNDCA11	Orinda
PLALCA02	Palo Alto
PLALCA12	Palo Alto
PTLMCA01	Petaluma
PLTNCA12	Pleasanton
PLTNCA13	Pleasanton
RDCYCA01	Redwood City
RCMDCA11	Richmond
RTPKCA11	Rohnert Park

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description (Cont'd)****C. Availability (Cont'd)****(1) LATA 1 (Cont'd)**

<u>Central Office</u>	<u>City</u>
SNBUCA02	San Bruno
SNCRCA11	San Carlos
SNFCCA01	San Francisco
SNFCCA04	San Francisco
SNFCCA05	San Francisco
SNFCCA06	San Francisco
SNFCCA12	San Francisco
SNFCCA13	San Francisco
SNFCCA14	San Francisco
SNFCCA17	San Francisco
SNFCCA21	San Francisco
SNJSCA02	San Jose
SNJSCA11	San Jose
SNJSCA12	San Jose
SNJSCA13	San Jose
SNJSCA14	San Jose
SNJSCA15	San Jose
SNJSCA18	San Jose
SNJSCA21	San Jose

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description (Cont'd)****C. Availability (Cont'd)****(1) LATA 1 (Cont'd)**

<u>Central Office</u>	<u>City</u>
SNMTCA11	San Mateo
SNRMCA11	San Ramon
SNRFCA01	San Rafael
SNRFCA11	San Rafael
SNTCCA01	Santa Clara
SNTCCA11	Santa Clara
SNCZCA01	Santa Cruz
SNCZCA11	Santa Cruz
SNRSCA01	Santa Rosa
SNRSCA11	Santa Rosa
SSLTCA11	Sausalito
SCVYCA01	Scotts Valley
SBSTCA11	Sebastopol
SONMCA12	Sonoma
SNVACA01	Sunnyvale
SNVACA11	Sunnyvale
SKTNCA01	Stockton
VCVLCA12	Vacaville
WNCKCA11	Walnut Creek

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)

8.4.1 Service Description (Cont'd)

C. Availability (Cont'd)

(2) LATA 2

Not offered at this time

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)

8.4.1 Service Description (Cont'd)

C. Availability (Cont'd)

(3) LATA 3

<u>Central Office</u>	<u>City</u>
AUBNCA01	Auburn
DAVSCA11	Davis
FROKCA11	Fair Oaks
FLSMCA12	Folsom
FLSMCA13	Folsom
FLSMCA14	Folsom
GRVYCA01	Grass Valley
NSCRCA11	North Sacramento
SCRMCA02	Sacramento
SCRMCA03	Sacramento
SCRMCA11	Sacramento
SCRMCA01	Sacramento
SCRMCA12	Sacramento

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description (Cont'd)**

C. Availability (Cont'd)

(4) LATA 4

Central OfficeCity

CLVSCA11

Clovis

FRSNCA01

Fresno

FRSNCA11

Fresno

VISLCA11

Visalia

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description (Cont'd)****C. Availability (Cont'd)****(5) LATA 5**

<u>Central Office</u>	<u>City</u>
AGORCA11	Agoura
ALHBCA01	Alhambra
ANHMCA01	Anaheim
ANHMCA11	Anaheim
ARCDCA11	Arcadia
BVHLCA01	Beverly Hills
BREACA12	Brea
BNPKCA11	Buena Park
BRBNCA11	Burbank
CORNCA11	Corona
CRDMCA11	Corona Del Mar
CMTNCA01	Compton
CNPKCA01	Canoga Park
CLCYCA11	Culver City
ELSGCA12	El Segundo
ELTRCA11	El Toro
FUTNCA01	Fullerton
GLDLCA11	Glendale
GRCVCA01	Garden Grove
GRDNCA01	Gardena
HWTHCA01	Hawthorne
HLWDCA01	Hollywood
IGWDCA01	Inglewood
IRVNCA01	Irvine
IRVNCA11	Irvine

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description (Cont'd)****C. Availability (Cont'd)****(5) LATA 5 (Cont'd)**

<u>Central Office</u>	<u>City</u>
LACRCA11	La Crescenta
LGNGCA12	Laguna Nigel
LOMTCA11	Lomita
LSANCA02	Los Angeles
LSANCA03	Los Angeles
LSANCA05	Los Angeles
LSANCA06	Los Angeles
LSANCA07	Los Angeles
LSANCA08	Los Angeles
LSANCA10	Los Angeles
LSANCA11	Los Angeles
LSANCA12	Los Angeles
LSANCA14	Los Angeles
LSANCA15	Los Angeles
LSANCA23	Los Angeles
LSANCA29	Los Angeles
LSANCA35	Los Angeles
LSANCA56	Los Angeles

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description (Cont'd)****C. Availability (Cont'd)****(5) LATA 5 (Cont'd)**

<u>Central Office</u>	<u>City</u>
MSVJCAAT	Mission Viejo
NHLLCA01	Newhall
NHWDCA02	North Hollywood
NORGCA11	Northridge
ORNGCA11	Orange
ORNGCA13	Orange
ORNGCA14	Orange
PSDNCA11	Pasadena
PSDNCA12	Pasadena
RSMGCA11	Rancho Santa Margarita
RESDCA01	Reseda
RVSDCA01	Riverside
SNCLCA12	San Clemente
SNGBCA01	San Gabriel
SJCPCA12	San Juan Capistrano
SNANCA01	Santa Ana
SNANCA11	Santa Ana
SNANCA12	Santa Ana
SHOKCA01	Sherman Oaks
SIMICA11	Simi
TRNCCA11	Torrance
TUSTCA11	Tustin
VNNYCA02	Van Nuys
VNTRCA02	Ventura
VNTRCA11	Ventura
WLANCA01	West Los Angeles
YRLNCA11	Yorba Linda

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description (Cont'd)****C. Availability (Cont'd)****(6) LATA 6**

<u>Central Office</u>	<u>City</u>
ELCJCA11	El Cajon
CRLSCA11	Carlsbad
CRLSCA12	Carlsbad
CHVSCA11	Chula Vista
CHVSCA12	Chula Vista
CSMSCA11	Costa Mesa
ESCNCA01	Escondido
ENCTCA12	Encinitas
LAJLCA11	La Jolla
LAMSCA01	La Mesa
NTCYCA11	National City
OCSOCA11	Oceanside
PCBHCA11	Pacific Beach
RBRNCA11	Rancho Bernardo
RNPSCA11	Rancho Penasquito
RNSDCA11	Rancho San Diego
SNDGCA01	San Diego
SNDGCA02	San Diego
SNDGCA03	San Diego
SNDGCA05	San Diego
SNDGCA06	San Diego
SNDGCA12	San Diego
SNDGCA14	San Diego
SNDGCA15	San Diego
SNDGCA16	San Diego

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)

8.4.1 Service Description (Cont'd)

C. Availability (Cont'd)

(7) LATA 7

Central Office

City

BKFDCA12
BKFDCA13
BKFDCA14

Bakersfield
Bakersfield
Bakersfield

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description (Cont'd)**

C. Availability (Cont'd)

(8) LATA 8

Central OfficeCity

CRMLCA11

Carmel

MTRYCA01

Monterey

SLNSCA01

Salinas

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.1 Service Description (Cont'd)****C. Availability (Cont'd)****(9) LATA 9**Central OfficeCity

MRCDCA01

Merced

MDSTCA02

Modesto

SKTNCA11

Stockton

TRACCA11

Tracy

TRLCCA11

Turlock

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)

8.4.1 Service Description (Cont'd)

C. Availability (Cont'd)

(10) LATA 10

Central Office

SNLOCA01

City

San Luis Obispo

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.2 Rate Regulations****A. Rate Element**

- (1) DSL Arrangements are available in three (3) options and are based on the “downstream” and “upstream” speed combinations chosen by the Customer. These options are listed below:

	<u>Downstream Speed</u>	<u>Upstream Speed</u>
Option I	384 Kbps	128 Kbps
Option II	384 Kbps	384 Kbps
Option III	1.544 Mbps	384 Kbps

- (2) Line Conditioning is available and may be required if the facility will not accommodate ADSL service. This may include, but is not limited to, the removal of load coils, bridge taps and/or repeaters. A nonrecurring charge will apply per line that requires Line Conditioning. The Company does not warrant that Line Conditioning will permit the provision of ADSL Service.
- (3) A nonrecurring charge and a monthly rate apply per ADSL arrangement. A standard service change charge will be applied per arrangement when the Customer desires to select a different option in order to change bandwidth.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)

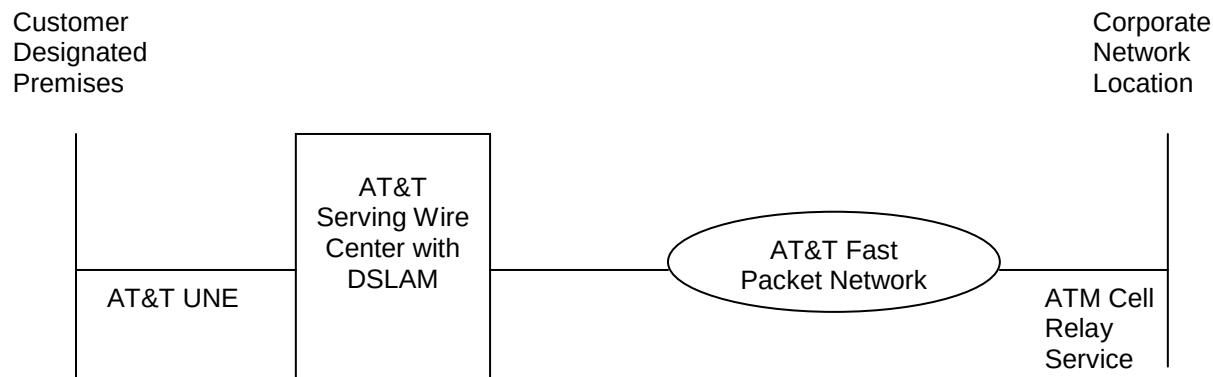
8.4.2 Rate Regulations (Cont'd)

B. Rate Application

Access to ADSL Service will be provided via ATM Cell Relay Service. ATM Cell Relay is purchased out of Part 20, Section 6, which will apply in addition to the rates and charges associated with the ADSL Service rate elements listed in Section 8.4.3.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.2 Rate Regulations (Cont'd)****B. Rate Application (Cont'd)**

The following diagram depicts a typical ADSL Service configuration:



8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.2 Rate Regulations (Cont'd)****C. ADSL Term Pricing Plan (ADSL-TPP)****(1) General Description**

The ADSL Term Pricing Plan (ADSL-TPP) provides the ADSL Arrangement Option II or III Customer with rate stabilization and discounted documented rates based upon the volume and term commitment selected by the Customer.

Decreases in ADSL-TPP monthly recurring rates will be passed on to Customers who participate in an ADSL-TPP. Should the Company increase its rates during the ADSL-TPP period, the Customer will continue to pay the rates in effect at the time the Customer elected to establish service under ADSL-TPP.

Terms of one, two and three years are available. The following volume levels of arrangements bases on ADSL lines ordered are available: 1-99, 100-199, 200-299, 300-399, 400-499, 500-749, 750-999, 1000-4999, and 5000+. Failure to meet and maintain the base volume level will result in the Customer being charged as described in 8.4.2.C.(9), following.

Customers meeting the volume and term commitments will be charged accordingly, as set forth in 8.4.3, following.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.2 Rate Regulations (Cont'd)****C. ADSL Term Pricing Plan (ADSL-TPP) (Cont'd)****(2) Nonrecurring Charges**

Nonrecurring charges as set forth in 8.4.3, following will apply for those services ordered under an ADSL-TPP.

(3) Renegotiations

The Customer may choose to terminate an existing ADSL-TPP prior to the end of the term period and negotiate a new ADSL-TPP without termination liability provided the new ADSL-TPP meets the following requirements:

- the new ADSL-TPP must represent a greater term commitment than the previous ADSL-TPP, and
- the new ADSL-TPP must be based upon the rates that are currently in effect and available to all Customers.

When the Customer converts to a greater term commitment, actual time in service for the original ADSL-TPP will be applied to the new ADSL-TPP. However, no credits or refunds will apply for the billing of actual time in service for the previous ADSL-TPP.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.2 Rate Regulations (Cont'd)****C. ADSL Term Pricing Plan (ADSL-TPP) (Cont'd)****(4) Renewal**

The Customer must provide the Company with a written notice of intent to renew an ADSL-TPP no later than 60 days prior to its expiration. The renewal rates will be the rates that are currently in effect and available to all Customers. If the Customer elects not to renew the ADSL-TPP, or does not notify the Company of its intent to renew the ADSL-TPP, the Customer's service will automatically be billed under the Guidebook month-to-month rates in effect at the time the ADSL-TPP expires.

(5) Extension of Service

The Customer may elect to extend the existing ADSL-TPP for a single, additional 24-month period at the current rates for the two or three year ADSL-TPP being extended. The Customer must provide the Company with a written notice of intent to extend the ADSL-TPP no later than 60 days prior to the expiration of the term period. If the Customer elects not to extend the ADSL-TPP, or does not notify the Company of its intent to extend the ADSL-TPP, the Customer's service will automatically be billed under the Guidebook month-to-month rates in effect at the time the ADSL-TPP extension expires.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.2 Rate Regulations (Cont'd)****C. ADSL Term Pricing Plan (ADSL-TPP) (Cont'd)****(7) Termination of Service**

- a. Customers requesting the termination of an ADSL-TPP prior to the expiration date, excluding ADSL-TPP terminated as a result of a renegotiations, will be charged as indicated following:

Termination Liability =

(Months remaining in term)
multiplied by
(Current ADSL-TPP rate)
multiplied by
(Number of arrangements in service).

For example, a Customer with a 3 year
ADSL-TPP Option II (1+) with 10 arrangements in service
terminates in month 24. The current ADSL-TPP rate is \$91.00.

The Customer would pay a termination liability of (12) * (\$91.00) *
(10) or \$10,920.00

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.2 Rate Regulations (Cont'd)****C. ADSL Term Pricing Plan (ADSL-TPP) (Cont'd)****(7) Termination of Service (Cont'd)**

- b. Customers requesting the termination of an extension of ADSL-TPP service prior to the expiration of the extension will be charged as indicated following:

Termination Liability =

(Number of months remaining in the extension of service)

multiplied by

(Current ADSL-TPP rate)

multiplied by

(Number of arrangements in service).

For example, a Customer with an extension of an ADSL-TPP Option II (100+) with 100 arrangements in service terminates in month 6 of the extension. The current ADSL-TPP rate is \$94.00.

The Customer would pay a termination liability of $(18) * (\$94.00) * (100)$ or \$169,200.00.

(8) Increasing the Volume Commitment

Customers wanting to increase their volume commitment and move up to a higher volume commitment range may do so without incurring termination liability. The Customer will be billed for the additional arrangements beginning the next bill period at the applicable rates for the higher volume commitment range. Nonrecurring charges for the additional arrangements will apply.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.2 Rate Regulations (Cont'd)****C. ADSL Term Pricing Plan (ADSL-TPP) (Cont'd)****(9) Decreasing the Volume Commitment**

Customers wanting to decrease their volume commitment and move to a lower volume commitment range may do so. However, the Customer will be charged termination liability for those arrangements being removed as indicated below:

Termination Liability =

(Number of months remaining in term)
multiplied by
(Current ADSL-TPP rate)
multiplied by
(Number of arrangements removed).

For example, a Customer under a 3 year ADSL Arrangement Option III (100+) with 115 arrangements decreases to 95 arrangements in the 30th month. The current ADSL-TPP rate is \$179.00.

The Customer would pay a termination liability of $(6) * (\$179.00) * (20)$ or \$21,480.00.

The above Termination Liability also applies to Customers who fail to meet their volume commitments.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.3 Rates and Charges**

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
A. ADSL Arrangements Per Arrangement			
1. Option I			
a. Monthly	\$125.00	\$59.00	AD128
b. 1 Year Plan	125.00	59.00	AFYR1
c. 2 Year Plan	125.00	59.00	AFYR2
d. 3 Year Plan	125.00	59.00	AFYR3
2. Option II			
a. Monthly			
1-99	125.00	99.00	AD384
100-199	125.00	99.00	AD384
200-299	125.00	99.00	AD384
300-399	125.00	99.00	AD384
400-499	125.00	99.00	AD384
500-749	125.00	99.00	AD384
750-999	125.00	99.00	AD384
1000-4999	125.00	99.00	AD384
5000+	125.00	99.00	AD384
b. 1 Year Plan			
1-99	125.00	98.00	AEYR1
100-199	125.00	97.00	AEYR1
200-299	125.00	96.00	AEYR1
300-399	125.00	95.00	AEYR1
400-499	125.00	94.00	AEYR1
500-749	125.00	93.00	AEYR1
750-999	125.00	92.00	AEYR1
1000-4999	125.00	90.00	AEYR1
5000+	125.00	85.00	AEYR1

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.3 Rates and Charges (Cont'd)**

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
A. ADSL Arrangements Per Arrangement (Cont'd)			
2. Option II (Cont'd)			
c. 2 Year Plan			
1-99	125.00	95.00	AEYR2
100-199	125.00	94.00	AEYR2
200-299	125.00	93.00	AEYR2
300-399	125.00	92.00	AEYR2
400-499	125.00	91.00	AEYR2
500-749	125.00	90.00	AEYR2
750-999	125.00	89.00	AEYR2
1000-4999	125.00	85.00	AEYR2
5000+	125.00	80.00	AEYR2
d. 3 Year Plan			
1-99	125.00	91.00	AEYR3
100-299	125.00	90.00	AEYR3
200-299	125.00	89.00	AEYR3
300-399	125.00	88.00	AEYR3
400-499	125.00	87.00	AEYR3
500-749	125.00	86.00	AEYR3
750-999	125.00	85.00	AEYR3
1000-4999	125.00	80.00	AEYR3
5000+	125.00	75.00	AEYR3

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.3 Rates and Charges (Cont'd)**

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
A. ADSL Arrangements Per Arrangement (Cont'd)			
3. Option III			
a. Monthly			
1-99	125.00	189.00	AD154
100-199	125.00	189.00	AD154
200-299	125.00	189.00	AD154
300-399	125.00	189.00	AD154
400-499	125.00	189.00	AD154
500-749	125.00	189.00	AD154
750-999	125.00	189.00	AD154
1000-4999	125.00	189.00	AD154
5000+	125.00	189.00	AD154
b. 1 Year Plan			
1-99	125.00	186.00	ADYR1
100-199	125.00	185.00	ADYR1
200-299	125.00	184.00	ADYR1
300-399	125.00	183.00	ADYR1
400-499	125.00	182.00	ADYR1
500-749	125.00	181.00	ADYR1
750-999	125.00	180.00	ADYR1
1000-4999	125.00	175.00	ADYR1
5000+	125.00	170.00	ADYR1

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.3 Rates and Charges (Cont'd)**

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
A. ADSL Arrangements Per Arrangement (Cont'd)			
3. Option III (Cont'd)			
c. 2 Year Plan			
1-99	125.00	183.00	ADYR2
100-199	125.00	182.00	ADYR2
200-299	125.00	181.00	ADYR2
300-399	125.00	180.00	ADYR2
400-499	125.00	179.00	ADYR2
500-749	125.00	178.00	ADYR2
750-999	125.00	175.00	ADYR2
1000-4999	125.00	170.00	ADYR2
5000+	125.00	165.00	ADYR2
d. 3 Year Plan			
1-99	125.00	180.00	ADYR3
100-199	125.00	179.00	ADYR3
200-299	125.00	178.00	ADYR3
300-399	125.00	177.00	ADYR3
400-499	125.00	176.00	ADYR3
500-749	125.00	175.00	ADYR3
750-999	125.00	170.00	ADYR3
1000-4999	125.00	165.00	ADYR3
5000+	125.00	60.00	ADYR3
B. LINE CONDITIONING			
- Per Line	900.00	N/A	ADW
C. CHANGE CHARGE			
- Per Line			
(1) Business	30.00	N/A	NWC
(2) Residence	20.00	N/A	NWC

8. REMOTE LAN SERVICES (RLAN) (Cont'd)**8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)****8.4.4 Promotions****Description**

From time to time, the Company may provide certain temporary promotional offerings to its customers. These offerings may be limited to certain dates, times, and/or locations. Also, the promotional pricing of services shall be subject to and offered only where facilities and operating conditions permit.

Unless otherwise stated in the promotion: (1) if the customer does not meet the required terms and conditions of the promotion or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the customer; and, (2) the Company will bill the customer, and the customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The customer will also be required to pay any charges, payments, disconnection/termination or penalty fees required by the applicable tariff/Guidebook or any other incorporated promotional offering. Minimum billing as set forth in AT&T California Schedule Cal.P.U.C A2.1.9 is applicable to a promotional offering.

The terms, conditions and early termination fees will apply when the service governed under a promotion is superseded but remains on the AT&T California network as a retail product. The terms, conditions and early termination fees continue when the service governed under a promotion are subject to a number change. A promotion is valid when the products and/or services under this promotion are moved, however the customer will be billed the installation charges at the full Guidebook rate.

For multi-location customers, each service is treated individually and must maintain the terms and conditions for eligibility. A single customer with multiple locations may participate in this promotion.

Unless otherwise specified, a promotion may not be combined with any other promotional offering for the same service(s).

Unless otherwise specified, service provided under a 96-B contract may not be combined with a promotion for the same service.

8. REMOTE LAN SERVICES (RLAN) (Cont'd)

8.4 SECTION 4 – ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) SERVICE (Cont'd)

8.4.4 Promotions (Cont'd)

Promotional Services

Promotional offerings shall include the following:

9. AT&T SWITCHED ETHERNET SERVICESM**A. Description**

AT&T Switched Ethernet Service is a switched Ethernet transport service providing Ethernet transport functionality using fiber and copper access facilities and a switched Ethernet core network. AT&T Switched Ethernet Service provides full duplex transport of data signals between a Customer's premises^{/1/} and an Ethernet switch in a Company central office.

AT&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-to-multipoint configurations. Point-to-point service provides a connection between two ports. Point-to-multipoint service provides multiple point-to-point connections to multiple ports in the network. Multipoint-to-multipoint service provides a connection between three or more designated ports on the AT&T Switched Ethernet Service network.

Customer may not use this Service for the purpose of transporting "NG 9-1-1" calls in the State of California. See AT&T California's Network and Exchange Services Schedule Cal.P.U.C. No. 2, Section A21.

(N)
|
(N)

AT&T Switched Ethernet Service provides intraLATA transport service where suitable equipment and facilities are available. Where facilities are not available, facilities may be constructed, subject to certain conditions as determined by the Company. Special Construction charges may apply. The Company shall determine the interface specifications for AT&T Switched Ethernet Service in its sole discretion. Customers may obtain the interface specifications from their account representatives.

AT&T Switched Ethernet Service is available in two serving arrangements, the *Basic Service Arrangement* and the *Per Packet Class of Service (PPCoS) Arrangement*, and two types of Customer port connections, *Basic Ports* and *Per Packet Class of Service Ports*. Service will be provisioned using the service components described below. Unless specifically stated otherwise, all references to Customer Port Connections or ports shall be deemed to refer to Basic Ports and PPCoS Ports.

Basic Service Arrangement

This type of service provides transport of data using a fixed class of service for each Ethernet virtual connection.

The Customer must select a CIR for each Basic Port. The CIR for the Basic Service Arrangement has five choices for fixed CoS. The CIR selected cannot exceed the Customer Port Connection capacity. The table below shows the CIR available for each Customer Port Connection.

Customer Port Connection	CIR Bandwidth Supported
100 Mbps	2 Mbps – 100 Mbps
1 Gbps	2 Mbps – 1000 Mbps
10 Gbps	1000 Mbps – 10,000 Mbps

/1/ Hereinafter, the phrase "Customer's premises" and "Customer location" (or similar terms) shall be construed to include an end user's premises, as appropriate in the context, where the Customer is a Wholesale Customer and service is terminated at the premises of an end user that is not the Customer of record of the Telephone Company.

9. AT&T SWITCHED ETHERNET SERVICESM**A. Description (Cont'd)****Basic Service Arrangement (Cont'd)**Basic Customer Port Connection (Basic Port)

This component provides the physical transport facilities from the Customer's premises to an Ethernet switch at the Company central office. The Customer Port Connection is available at transmission speeds of 100 Mbps, 1 Gbps and 10 Gbps.

Committed Information Rate (CIR) and Class of Service (CoS)

CIR, sometimes referred to as the "Logical Channel" of the port, provides the bandwidth available on a Customer Port Connection. CIR is available per Customer Port Connection in increments ranging from 2 Mbps to 10,000 Mbps. CIR is offered with multiple choices for CoS. CoS establishes the performance characteristics of the network that are suitable for certain applications. Each Customer Port Connection (port) has a single CIR and CoS associated with it. CoS options are listed as a hierarchy, from "highest" to "lowest" based on network prioritization and performance as follows:

Real-Time: Supports applications that require minimal loss, are latency-sensitive and require low latency variation (jitter), including voice and video. The service parameters associated with Real-Time CoS are Packet Delivery Rate (PDR), Latency, Jitter and Network Availability.

Interactive: Supports high-priority business data applications or jitter-sensitive applications such as voice and video. The service parameters associated with Interactive CoS are PDR, Latency, Jitter and Network Availability.

Business Critical-High: Supports most business data applications with moderate tolerance for delay and which are more sensitive to jitter and have a higher priority than Business Critical-Medium. The service parameters associated with Business Critical-High CoS are PDR, Latency, and Network Availability.

Business Critical-Medium: Supports most business data applications with moderate tolerance for delay and which are less sensitive to jitter. The service parameters associated with Business Critical-Medium CoS are PDR, Latency, and Network Availability.

Non-Critical High: Supports low priority business applications with more tolerance for delay and availability. The service parameters associated with Non-Critical High CoS are PDR, Latency, and Network Availability.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**A. Description (Cont'd)****Basic Service Arrangement (Cont'd)**Ethernet Virtual Circuits (EVC)

An EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point and multipoint Customer configurations. Standard EVCs are not billed to the Customer as a separate rate element. Each EVC is assigned a CIR and CoS that must be equal to or lower than the CIR and CoS of the Port.

Point-to-point connections EVCs can be set in 1 Mbps increments from 1 Mbps to 2000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1000 Mbps. Requests for EVC CIR above these limits will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.

The total assigned bandwidth (sum of the CIR for all EVCs) on a single port cannot exceed the selected CIR of that port.

Point-to-point EVCs must be symmetrical; the EVC CIR at each port must be the same.

For multipoint EVCs, the CIR for any EVC may be set according to the bandwidth needed at that port and does not need to be the same at all ports. Ports that do not meet SLA objectives due to overloading of traffic in a multipoint arrangement will not be eligible for the PDR SLA.

The aggregate assigned CIR for all EVCs between any two Customer Port Connections cannot exceed 2000 Mbps (for point-to-point EVCs) or 1000 Mbps (for multipoint EVCs), except when approved on an Individual Case Basis.

The following chart provides the maximum number of EVCs supported for point-to-point and multipoint configurations on each Customer Port Connection:

Per Customer Port Connection	EVCs
100 Mbps	Up to 8 EVCs
1 Gbps	Up to 64 EVCs
10 Gbps	Up to 508 EVCs

Customers may configure EVCs as point-to-point (connecting two locations) or as multipoint (connecting three or more locations), as defined above. Point-to-point EVCs (i.e. EVCs between two ports) can be associated with an unlimited number of MAC addresses. Multipoint EVCs (i.e., EVCs between three or more ports) will be limited to 250 MAC addresses per multipoint EVC on that port, unless the Customer purchases the Additional MAC Addresses optional feature. MAC addresses associated with point-to-point EVCs do not count against this limit. For example, a port that is provisioned with 3 separate multipoint EVCs may have up to 250 MAC addresses associated with each of those EVCs, for a total of 750 MAC addresses in use on that port, but each EVC is still limited to a maximum of 250 MAC addresses. (C)

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**A. Description (Cont'd)****Per Packet Class of Service Arrangement**

This service arrangement provides transport of data with variable Classes of Service within an Ethernet virtual connection, using a feature called "Per Packet Class of Service" or "PPCoS". With this serving arrangement, the Customer applies a priority identifier to each Ethernet frame (packet) within an EVC, and the packet is given the associated CoS priority level within the AT&T network.

The PPCoS Service Arrangement is offered where suitable facilities exist, and may not be available at all locations for which the Basic Service Arrangement is available.

The Customer must select a CIR for each PPCoS Port. The CIR for the PPCoS Service Arrangement has four "packages" that specify the maximum percentage of traffic that may be assigned a given Class of Service in a variety of combinations. Customers may select a PPCoS CIR package that best matches the characteristics of their data and its associated priority levels. The CIR selected cannot exceed the Customer Port Connection capacity. The table below shows the CIR available for each Customer Port Connection.

Customer Port Connection	CIR Bandwidth Supported
100 Mbps	2 Mbps – 100 Mbps
1 Gbps	2 Mbps – 1000 Mbps
10 Gbps	1000 Mbps – 10,000 Mbps

PPCoS Customer Port Connection (PPCoS port)

This component provides the physical transport facilities from the Customer's premises to an Ethernet switch at the Company central office. The Customer Port Connection is available at transmission speeds of 100 Mbps, 1 Gbps and 10 Gbps.

Committed Information Rate (CIR) and Class of Service (CoS) Packages

CIR, sometimes referred to as the "Logical Channel" of the port, provides the bandwidth available on a Customer Port Connection. CIR is available per Customer Port Connection in increments ranging from 2 Mbps to 10,000 Mbps.

Under the PPCoS Service Arrangement, CIR is offered in "packages" that specify the maximum percentage of traffic that may be assigned a given Class of Service in a variety of combinations. Each PPCoS port will be ordered with one PPCoS CIR package. Customers may select a PPCoS CIR package that best matches the characteristics of their data and its associated priority levels.

9. AT&T SWITCHED ETHERNET SERVICESM**A. Description (Cont'd)****Per Packet Class of Service Arrangement (Cont'd)**Committed Information Rate (CIR) and Class of Service (CoS) Packages (Cont'd)

PPCoS Packages (listed in hierarchical order from highest priority to lowest priority):

Multimedia High: Allows Customer to designate up to 100% of port CIR as "Real Time" and remaining percentage (if any) can be divided among any/all CoS (below Real Time) as ordered.^{/1/}

Multimedia Standard: Allows Customer to designate up to 50% of port CIR as "Real Time" and remaining percentage can be divided among any/all CoS (below Real Time) as ordered.^{/1/}

Critical Data: Allows Customer to designate up to 80% of port CIR as "Business Critical - High" and remaining percentage can be divided among any/all CoS (below Business Critical - High) as ordered.^{/1/}

Business Data: Allows Customer to designate up to 90% of port CIR as "Business Critical - Medium" and remaining percentage can be divided among any/all CoS (below Business Critical - Medium) as ordered.^{/1/}

Per Packet Class of Service – Classes of Service

The PPCoS CIR packages are provisioned on PPCoS ports and allow the Customer to apply a CoS priority indicator to each Ethernet frame (packet) and AT&T will route the packet with the assigned CoS priority. The Customer-assigned priority will signify which of the following six Classes of Service the Company will apply to that frame. PPCoS Ports support the same Classes of Service as are supported by the Basic Service Arrangement, plus an additional Class of Service (Non-Critical – Low) as described below. CoS options are listed as a hierarchy, from "highest" to "lowest" based on network prioritization and performance as follows (with Non-Critical Low supporting the lowest priority traffic):

Real-Time
Interactive
Business Critical – High
Business Critical – Medium
Non-Critical High
Non-Critical Low

/1/ These CoS settings may be ordered in 5% increments (between 5% and 30%) and in 10% increments (from 40% to 100%).

9. AT&T SWITCHED ETHERNET SERVICESM(Cont'd)**A. Description (Cont'd)****Per Packet Class of Service Arrangement (Cont'd)**PPCoS Scheduling Method

PPCoS ports can be ordered in one of two available configurations in order to support different "scheduling methods". The AT&T Switched Ethernet Service network components will create a separate queue for each CoS served according to its weight/priority to ensure that higher CoS packets are prioritized over lower, but that even the lowest CoS is not "starved".

Port-Level Scheduling – Under this method, the Company will prioritize all traffic on the port using a single queue schedule, so that the specified percentages of each priority are allowed to transit the network. This is the only option applicable to "port-based" service. This method can also be used for VLAN-based ports if the Customer desires CoS priority to be applied as a single queue at the port level.

VLAN Level Scheduling – Under this method, there are individual scheduling queues for each VLAN on the port and the priority or volume of packets on one VLAN have no impact on another VLAN. This may be appropriate when the Customer needs each VLAN to have its own prioritization schedule without impacting other VLANs on the port.

Requests to change the type of PPCoS Scheduling Method of an existing port may require a new port to be ordered.

Ethernet Virtual Circuits (EVC)

An EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point and multipoint Customer configurations. Standard EVCs are not billed to the Customer as a separate rate element. Each EVC is assigned a CIR that must be equal to or lower than the CIR of the Port. Under the PPCoS serving arrangement, each EVC must also be given a CoS profile specifying the proportion of each desired CoS (% of each CoS) on that EVC. The CoS allocation must be within the limits of the CIR package subscribed to on that PPCoS port.

Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1000 Mbps. Requests for EVC CIR above these limits will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.

The total assigned bandwidth (sum of the CIR for all EVCs) on a single port cannot exceed the selected CIR of that port.

Point-to-point EVCs must be symmetrical; the EVC CIR at each port must be the same.

9. AT&T SWITCHED ETHERNET SERVICESM(Cont'd)**A. Description (Cont'd)****Per Packet Class of Service Arrangement (Cont'd)**Ethernet Virtual Circuits (EVC) (Cont'd)

For multipoint EVCs, the CIR for any EVC may be set according to the bandwidth needed at that port and does not need to be the same at all ports. Ports that do not meet SLA objectives due to overloading of traffic in a multipoint arrangement will not be eligible for the PDR SLA.

The aggregate assigned CIR for all EVCs between any two Customer Port Connections cannot exceed 2000 Mbps (for point-to-point EVCs) or 1000 Mbps (for multipoint EVCs), except when approved on an Individual Case Basis.

The following chart provides the maximum number of EVCs supported for point-to-point and multipoint configurations on each Customer Port Connection:

Per Customer Port Connection	EVCs
100 Mbps	Up to 8 EVCs
1 Gbps	Up to 64 EVCs
10 Gbps	Up to 508 EVCs

Customers may configure EVCs as point-to-point (connecting two locations) or as multipoint (connecting three or more locations), as defined above. Point-to-point EVCs (i.e. EVCs between two ports) can be associated with an unlimited number of MAC addresses. Multipoint EVCs (i.e., EVCs between three or more ports) will be limited to 250 MAC addresses per multipoint EVC on that port, unless the Customer purchases the Additional MAC Addresses optional feature. MAC addresses associated with point-to-point EVCs do not count against this limit. For example, a port that is provisioned with 3 separate multipoint EVCs may have up to 250 MAC addresses associated with each of those EVCs, for a total of 750 MAC addresses in use on that port, but each EVC is still limited to a maximum of 250 MAC addresses. (C) (C) (C)

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**B. Terms and Conditions**

1. Unless otherwise specified in this section, the general terms and conditions of this Guidebook apply to AT&T Switched Ethernet Service.
2. A Customer shall not be permitted to temporarily suspend service.
3. The Company may use controls to limit the amount of multicast, broadcast, and unknown unicast traffic to protect the AT&T Switched Ethernet Service network against traffic storms. The maximum throughput of combined multicast / broadcast / unknown unicast traffic will be set at 2 Mbps per EVC on multipoint EVCs unless the Customer purchases the Enhanced Multicast optional feature described under *Optional Features and Functions*. There is no restriction on point-to-point or point-to-multipoint multicast traffic. Packets dropped by traffic controls are not included in SLA calculations. The Company recommends that Customers enable controls for multicast, broadcast, and unknown unicast traffic within the Customer network(s).
4. **Frame Size**
AT&T Switched Ethernet Service will be configured to support Ethernet frame sizes up to 9126 bytes (C) on a 100 Mbps, 1 Gbps and 10 Gbps port. Frame sizes on 100 Mbps^{/2/} and 1 Gbps ports may be (C) restricted to less than 9126 bytes when the port is provisioned at CIR speed of 10 Mbps or less but will allow at least 1526 bytes.
5. **Service Level Agreement (SLA)**
 - a. Latency, Jitter, and Packet Delivery Rate (PDR) SLA

Latency, Jitter and Packet Delivery Rate (PDR) are measured by averaging sample measurements taken during a calendar month between the NTE to which the Customer ports are attached (i.e., end to end), when the AT&T Switched Ethernet Service network is available for use by the Customer. The SLA service parameters are based on a LATA-wide average of the Customer's one-way traffic traversing the NTE and the network. The SLA target for Latency and Jitter is to be not more than, and for PDR is to be not less than, the applicable amount set forth in the table below. Notwithstanding the foregoing, these SLA measurements do not include traffic to or from any ICO NNI Trunking Arrangement (described under *Optional Features and Functions*).

The following table displays the CoS SLA service parameters:

Class of Service	Service Measurement		
	Latency (one-way)	Jitter	Packet Delivery Rate (PDR)
Real Time	5 ms	3 ms	99.995%
Interactive	13 ms	10 ms	99.95%
Business Critical – High	20 ms	n/a	99.9%
Business Critical – Medium	30 ms	n/a	99.9%
Non-Critical High	50 ms	n/a	99.5%
Non-Critical Low ^{/1/}	n/a	n/a	n/a

/1/ This CoS is only offered as part of the PPCoS Package.

/2/ 100 Mbps ports installed prior to December 1, 2013 may be limited to 1526 bytes.

(N)

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**B. Terms and Conditions (Cont'd)****5. Service Level Agreement (SLA) (Cont'd)****b. Network Availability SLA**

The SLA service parameter for Network Availability is to be not less than 99.99% for all ports regardless of Class of Service. Network Availability is calculated as the percentage of time during a month that the network is capable of accepting and delivering Customer data during the measurement period. Network Availability includes the Ethernet core network and the local loop, and the calculation excludes maintenance windows. The calculation for Network Availability for a given month is as follows:

Network Availability = [(24 hours x days in the month x 60 minutes x number of Customer ports in the LATA) – network outage time] / (24 hours x days in the month x 60 minutes x number of Customer ports in the LATA).

The Customer is responsible for (1) notifying the Company within 45 days after the end of the month when the Network Availability within the calendar month falls below the committed level, and (2) requesting a service credit.

Upon verification by the Company that the actual service performance for Network Availability was less than the committed level, the Customer will be provided a service credit equal to 10 percent of the Monthly Recurring Charge (MRC) for all affected ports.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**B. Terms and Conditions (Cont'd)**

5. Service Level Agreement (SLA) (Cont'd)

c. Class of Service (CoS) SLA Credits

CoS SLA credits will be granted for AT&T Switched Ethernet Service if the Company fails to meet service parameters (i.e., Latency, Packet Delivery Rate (PDR) and Jitter) defined for each CoS, subject to the following terms and conditions:

1. The Customer must notify the Company when the service parameters within any calendar month fail to meet the committed level.
2. The Customer must request a service credit within 45 days after the end of the month when the failure occurred.
3. Upon verification by the Company that the actual service performance for that parameter failed to meet the committed level, the Company has one month to correct the problem.
4. If after one month, the service performance for that parameter is still failing to meet the committed level, the Customer will be provided a service credit equal to 25% of the monthly recurring charge for all affected ports (for each of the SLAs other than Network Availability). Only one such credit, per port, shall be applied per calendar month.
5. Latency may vary on ports with Real Time CIR of 10 Mbps or below and Real Time EVCs on such ports are excluded from calculations that determine whether the latency SLA is met.
6. Real Time EVCs between ports that are connected with an inter-Central Office facilities path extending more than 200 miles, or those with EVC CIRs in excess of 1000 Mbps and/or using a PPCoS serving arrangement with a package exceeding 1000 Mbps Real Time are not subject to the Real Time Latency SLA and are excluded from calculations that determine whether the Latency SLA is met.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**B. Terms and Conditions (Cont'd)****5. Service Level Agreement (SLA) (Cont'd)****d. SLA Exclusions**

The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

1. Any cause beyond the Company's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;
2. Interruptions caused by the negligence of the Customer;
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated;
4. When the Company and the Customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements, or (3) to implement an order for a change in the service, a credit does not apply during the negotiated time of release;
5. Failures of any structures, facilities or equipment on the Customer's side of the demarcation point;
6. Data loss during the Company's scheduled maintenance windows;
7. Data exceeding subscribed CIR;
8. Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than the Company; or
9. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

The total credit amount of any SLA credits applicable in a given month shall not exceed 100% of the monthly recurring charge for the port and associated rate elements.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**B. Terms and Conditions (Cont'd)****6. Service Element Descriptions**

AT&T Switched Ethernet Service components and associated charges are as follows:

a. Basic Service ArrangementCustomer Port Connection (Basic Port)

EPP monthly rates apply, per port, for transmission speeds of 100 Mbps, 1 Gbps and 10 Gbps.

Class of Service (CoS), Committed Information Rate (CIR)

The Customer must select a CIR for each Basic Port.

b. Per Packet Class of Service (PPCoS) ArrangementCustomer Port Connection (PPCoS Port)

EPP monthly rates apply, per port, for transmission speeds of 100 Mbps, 1 Gbps and 10 Gbps.

Class of Service (CoS), Committed Information Rate (CIR)

The Customer must select a CIR for each PPCoS Port.

c. Optional Features and FunctionsAdditional MAC Addresses

A nonrecurring charge and monthly charge apply, per port, for increasing the MAC address limit to 500 MAC addresses per Multipoint EVC.

(C)

Regenerator

EPP monthly rates, nonrecurring charges and Term Extension MTM rates apply to Regenerators, as applicable.

Alternate Serving Switch

EPP monthly rates apply for mileage from the alternate AT&T Switched Ethernet Service switch to the Customer's premises serving wire center. Mileage is provided in four mileage bands up to 50 miles.

Direct LEC Additional Mileage

EPP monthly rates apply for mileage from the AT&T Switched Ethernet Service switch to the Meet Point providing connection to another ILEC. Mileage is provided in four mileage bands up to 50 miles.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**B. Terms and Conditions (Cont'd)****6. Service Element Descriptions (Cont'd)****c. Optional Features and Functions (Cont'd)**ICO NNI Arrangement

EPP monthly rates apply for each EVC provisioned on the ICO NNI Arrangement. The charge for Additional Mileage is applied based on EVC size and mileage distance from the AT&T Switched Ethernet Service switch to the Meet Point providing connection to another ILEC.

Enhanced Multicast

EPP monthly rates apply to each port provisioned with the feature. An Administrative Charge will apply for adding or removing the Enhanced Multicast Feature on an existing port.

Inside Wiring Availability

Customer may request that the Company install Inside Wiring at the time of Service installation. Inside Wiring is a deregulated connection from the Company's demarcation point to Customer premises equipment (CPE). For terms and conditions, refer to:

http://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf

(N)

(N)

d. Administrative Charge

The Administrative Charge is a nonrecurring charge that applies for each service order. The Administrative Charge will be waived for all orders requesting new service.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**C. Features**Optional Features and FunctionsRegenerator

Regenerators provide detection and retransmission of Ethernet signals and are used to provide service when the distance to an Ethernet switch exceeds otherwise applicable design limits. The Company will determine whether regenerators are needed and what transport medium and equipment will be used to provide regeneration. Regenerators are available on a per-port basis and are available for 100 Mbps, 1 Gbps and 10 Gbps ports.

Additional MAC Addresses

The Additional MAC Address feature is offered on a per port basis. When a Customer subscribes to this feature, the MAC address limit associated with multipoint EVCs (as described in 'Ethernet Virtual Connections (EVCs)' for the Basic Service Arrangement and Per Packet Class of Service Arrangement preceding) shall be increased from 250 to 500 for each multipoint EVC present on that port. (C)

Alternate Serving Switch

The Alternate Serving Switch option allows Customers to order AT&T Switched Ethernet Service from an AT&T Switched Ethernet Service switch that is different from the AT&T Switched Ethernet Service switch that would normally serve the Customer's premises. The Alternate Serving Switch charges apply for mileage measured between the AT&T Switched Ethernet Service alternate switch wire center and the Customer's premises serving wire center.

Diverse Access

Diverse Access is a feature that provides transmission paths, which are diverse from each other as provided in this Section, between two designated AT&T Switched Ethernet Service Port Connections at the same Customer premises and an AT&T Switched Ethernet Service switch. These two designated Port Connections must be purchased by the same Customer of record, and must be either 1 Gbps or 10 Gbps. Customers purchasing Diverse Access will be charged a Diverse Access feature charge associated with each of the two designated Port Connections.

Each designated Port Connection will be provisioned on different Network Terminating Equipment (NTE). The fiber path from each designated Port Connection to the AT&T Switched Ethernet Service serving switch will be diverse from the path for the other designated Port Connection, from the closest available point of divergence (e.g., the closest manhole to the Customer premises or the closest Serving Wire Center to the Customer premises) and, where alternate switches are available, will be terminated on a different AT&T Switched Ethernet Service switch. In the event of an outage affecting one of the designated Port Connections, the Customer will be responsible for rerouting their traffic to the other designated Port Connection.

Diverse Access does not include construction of dual entrance facilities. If a Customer desires dual entrance facilities and they do not currently exist, arrangements must be made for constructing dual entrance facilities at the Customer's expense.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**C. Features (Cont'd)***Optional Features and Functions (Cont'd)*Incumbent Local Exchange Carrier Meet Point Arrangement

In some cases, the Company and another Incumbent Local Exchange Carrier (ILEC, sometimes also referred to as an Independent Company or ICO) may agree to jointly provide an Ethernet service where such service will be provided to locations in both the Company's and the other ILEC's serving territories within the same LATA. In such cases, the Company and the other ILEC may mutually agree to meet at a location (i.e., meet point) within the LATA utilizing facilities suitable for delivery of the service. The rates and charges for AT&T Switched Ethernet Service are applicable for the Company provided portion of such service. The Company is responsible for the ordering, provisioning, billing and maintenance of such AT&T Switched Ethernet Service up to the meet point.

Service Level Agreement (SLA) credits in B.5.c, preceding, will apply for the portion of the service the Company provides. Such SLA credits are applicable for missed commitments determined to be the fault of the Company. The Company shall determine when such credits are applicable.

Ordering and provision procedures may vary and, therefore meet point elements and charges may not be applicable, when the other ILEC involved in the meet point arrangement is an AT&T ILEC.

Meet point arrangements, where available, may be offered in two configurations:

Direct LEC is a dedicated AT&T Switched Ethernet Service port connection that provides connectivity from a Company Ethernet switch to a meet-point with the other ILEC. In addition to the Port, CIR and any other rates and charges applicable to the AT&T Switched Ethernet Service, Direct LEC Additional Mileage charges will apply based on the airline distance measured from the meet-point to the wire center in which the Ethernet switch for AT&T Switched Ethernet Service is located.

ICO NNI Arrangement (ICO Trunking Arrangement) provides a shared trunk connection from the AT&T Switched Ethernet Service switch to the meet-point that is then connected to the ILEC (ICO) Ethernet switch, for purposes of providing multiple Ethernet Virtual Connections (EVCs) for the same or different Customers over this shared facility. The ICO Trunk Connection charge is applied to each EVC that is transported on the ICO Trunking Arrangement. The Additional Mileage charge is based on the distance measured from the AT&T Switched Ethernet Service switch to the meet-point for mileage that exceeds 10 miles and is applicable to each ICO Trunking Arrangement EVC transported across the shared facility.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**C. Features (Cont'd)**Optional Features and Functions (Cont'd)Enhanced Multicast

The Enhanced Multicast feature allows the broadcast/multicast/unknown unicast (BUM) traffic limit associated with multipoint EVCs to be increased from 2 Mbps up to 30 Mbps per EVC. The Enhanced Multicast feature is offered on a per port basis. Once the feature is ordered on a port, each multipoint EVC on that port may be provisioned to allow up to 30 Mbps of combined BUM traffic, orderable in 1 Mbps increments. EVC orders for such ports that do not specify a higher limit as allowed under this feature will be limited to the standard default of 2 Mbps BUM limit.

Advanced Access Failover

Advanced Access Failover ("AAF") is designed to provide automatic failover to a redundant facility in the event of a failure of a protected facility. (C)

When a port is ordered with an AAF serving arrangement, it will be constructed with a single Customer interface, but with additional facilities within the network. There will be two fiber pairs (instead of the normal single pair) connecting the Network Terminating Equipment (NTE) to two different core Ethernet switches in the AT&T Switched Ethernet core network. These two fiber pairs will be diverse from each other from the closest available point of divergence (e.g., the closest manhole to the Customer premises or the closest Serving Wire Center to the Customer premises). The two facilities will operate in a "hot/standby" arrangement where "hot" represents the actively used transmission path and "standby" represents an alternate path that is unused until needed. In the event the AT&T Switched Ethernet Service network senses a disruption to a diverse portion of the facilities, it will automatically failover from the hot path to the standby path and the Ethernet Virtual Circuits (EVCs) associated with that port will continue to operate over the standby path. (C)

Notwithstanding the previous paragraph, under certain circumstances, the standby path may become unavailable, preventing AAF from functioning properly. AT&T's monitoring of AAF arrangements may not detect all potential failures of standby paths, and AT&T does not guarantee standby path availability in case of a disruption of a hot path. Customers may use AT&T Express Ticketing (available at <https://expressticketing.acss.att.com/expressticketing/>) to check the status of an AAF arrangement, including the availability of standby paths. If AT&T Express Ticketing identifies an issue with an AAF arrangement, the system will generate a trouble ticket regarding the issue. AT&T recommends that Customers use AT&T Express Ticketing to check their AAF arrangements periodically, and Customers may do so as often as they wish. AT&T is not liable for any service disruptions due to the unavailability of a standby path. (N)

AAF does not include construction of dual entrance facilities. If a Customer desires dual entrance facilities and they do not currently exist, arrangements must be made for constructing dual entrance facilities at the Customer's expense.

AAF is available only for 1 Gbps or 10 Gbps Customer Port Connections and is ordered on a per port basis.

/1/

/1/ Material now appears on Sheet 169.1.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)

C. Features (Cont'd)

Optional Features and Functions (Cont'd)

AT&T BusinessDirect[®] Customer Network Management

The AT&T BusinessDirect web portal offers a Customer network management feature to all Customers subscribing to AT&T Switched Ethernet Service at no additional charge. Available functions include network inventory map, alarm surveillance, SLA reporting, performance reporting, maintenance trouble reporting and status updates, and the ability to request credit for SLA conditions. Customers must have a web interface to access and monitor their network using the AT&T BusinessDirect web portal. SLA reporting does not include traffic to or from any ICO NNI Trunking Arrangement.

/1/

/1/

/1/ Material formerly appeared on Sheet 169.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates****1. Service Elements****Basic Service Arrangement**

Customer Port Connection – Basic Port								
Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
100 Mbps Port	EYQEX	\$1,925.00	\$624.00	\$600.00	\$390.00	\$366.00	\$345.00	\$925.00 (R)
1 Gbps Port	EYQFX	2,100.00	960.00	920.00	600.00	590.00	580.00	1,400.00
10 Gbps Port	EYQGX	15,750.00	8,000.00	7,600.00	4,500.00	3,900.00	3,450.00	10,500.00 (R)

Real Time Class of Service Committed Information Rate ^{/2/}								
Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
2 Mbps CIR	R6E2X	\$150.00	\$920.00	\$408.00	\$ 312.00	\$ 312.00	\$ 312.00	\$1,200.00 (R)
4 Mbps CIR	R6E4X	150.00	940.00	440.00	345.00	345.00	345.00	1,275.00
5 Mbps CIR	R6EAX	150.00	1,000.00	520.00	382.00	382.00	382.00	1,350.00
8 Mbps CIR	R6E8X	150.00	1,020.00	600.00	408.00	408.00	408.00	1,375.00
10 Mbps CIR	R6EBX	150.00	1,076.00	808.00	546.00	546.00	546.00	1,475.00
20 Mbps CIR	R6EDX	150.00	1,504.00	1,040.00	708.00	708.00	708.00	2,070.00
50 Mbps CIR	R6EHX	150.00	1,672.00	1,168.00	792.00	792.00	792.00	2,300.00
100 Mbps CIR	R6ELX	150.00	1,896.00	1,320.00	900.00	900.00	900.00	2,620.00
150 Mbps CIR	R6ENX	150.00	2,416.00	1,507.00	980.00	980.00	980.00	3,330.00
250 Mbps CIR	R6EQX	150.00	2,680.00	1,950.00	1,285.00	1,285.00	1,285.00	3,700.00
400 Mbps CIR	R6ESX	150.00	2,940.00	2,105.00	1,398.00	1,398.00	1,398.00	4,050.00
500 Mbps CIR	R6ETX	150.00	3,112.00	2,198.00	1,482.00	1,482.00	1,482.00	4,280.00
600 Mbps CIR	R6EUX	150.00	3,544.00	2,480.00	1,686.00	1,686.00	1,686.00	4,880.00
1000 Mbps CIR	R6EZX	150.00	4,032.00	2,808.00	1,914.00	1,914.00	1,914.00	5,550.00
2000 Mbps CIR	R61BX	150.00	5,694.00	4,840.00	3,300.00	3,300.00	3,300.00	7,909.00
2500 Mbps CIR	R61CX	150.00	6,834.00	5,808.00	3,960.00	3,960.00	3,960.00	9,491.00
4000 Mbps CIR	R61FX	150.00	8,066.00	6,856.00	4,674.00	4,674.00	4,674.00	11,203.00
5000 Mbps CIR	R61HX	150.00	9,487.00	8,064.00	5,496.00	5,496.00	5,496.00	13,177.00
7500 Mbps CIR	R61NX	150.00	12,462.00	10,592.00	7,218.00	7,218.00	7,218.00	17,308.00
9500 Mbps CIR	R61RX	150.00	14,834.00	12,608.00	8,592.00	8,592.00	8,592.00	20,602.00
10000 Mbps CIR	R61SX	150.00	15,417.00	13,104.00	8,934.00	8,934.00	8,934.00	21,412.00 (R)

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

/2/ The table shown in A. shows the Committed Information Rate (CIR) bandwidth supported on each Customer Port Connection under the Basic Service Arrangement.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****1. Service Elements (Cont'd)****Basic Service Arrangement (Cont'd)**

Interactive Class of Service Committed Information Rate ^{/2/}								
Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
2 Mbps CIR	R6E2X	\$150.00	\$860.00	\$376.00	\$288.00	\$288.00	\$288.00	\$1,100.00 (R)
4 Mbps CIR	R6E4X	150.00	880.00	416.00	320.00	320.00	320.00	1,175.00
5 Mbps CIR	R6EAX	150.00	940.00	488.00	356.00	356.00	356.00	1,250.00
8 Mbps CIR	R6E8X	150.00	960.00	560.00	381.00	381.00	381.00	1,275.00
10 Mbps CIR	R6EBX	150.00	1,016.00	752.00	510.00	510.00	510.00	1,375.00
20 Mbps CIR	R6EDX	150.00	1,304.00	968.00	660.00	660.00	660.00	1,800.00
50 Mbps CIR	R6EHX	150.00	1,448.00	1,080.00	735.00	735.00	735.00	2,000.00
100 Mbps CIR	R6ELX	150.00	1,648.00	1,232.00	840.00	840.00	840.00	2,270.00
150 Mbps CIR	R6ENX	150.00	2,096.00	1,397.00	915.00	915.00	915.00	2,890.00
250 Mbps CIR	R6EQX	150.00	2,328.00	1,815.00	1,195.00	1,195.00	1,195.00	3,210.00
400 Mbps CIR	R6ESX	150.00	2,556.00	1,955.00	1,302.00	1,302.00	1,302.00	3,520.00
500 Mbps CIR	R6ETX	150.00	2,704.00	2,045.00	1,380.00	1,380.00	1,380.00	3,720.00
600 Mbps CIR	R6EUX	150.00	3,080.00	2,312.00	1,575.00	1,575.00	1,575.00	4,240.00
1000 Mbps CIR	R6EZX	150.00	3,504.00	2,624.00	1,785.00	1,785.00	1,785.00	4,820.00
2000 Mbps CIR	R61BX	150.00	5,327.00	4,528.00	3,084.00	3,084.00	3,084.00	7,399.00
2500 Mbps CIR	R61CX	150.00	6,382.00	5,424.00	3,696.00	3,696.00	3,696.00	8,863.00
4000 Mbps CIR	R61FX	150.00	7,539.00	6,408.00	4,368.00	4,368.00	4,368.00	10,471.00
5000 Mbps CIR	R61HX	150.00	8,866.00	7,536.00	5,136.00	5,136.00	5,136.00	12,314.00
7500 Mbps CIR	R61NX	150.00	11,642.00	9,896.00	6,744.00	6,744.00	6,744.00	16,170.00
9500 Mbps CIR	R61RX	150.00	13,854.00	11,776.00	8,028.00	8,028.00	8,028.00	19,242.00
10000 Mbps CIR	R61SX	150.00	14,410.00	12,248.00	8,346.00	8,346.00	8,346.00	20,014.00 (R)

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

/2/ The table shown in A. shows the Committed Information Rate (CIR) bandwidth supported on each Customer Port Connection under the Basic Service Arrangement.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)**1. Service Elements (Cont'd)

Basic Service Arrangement (Cont'd)

Business Critical-High Class of Service Committed Information Rate ^{/2/}								
Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
2 Mbps CIR	R6E2X	\$150.00	\$830.00	\$320.00	\$245.00	\$245.00	\$245.00	\$1,075.00 (R)
4 Mbps CIR	R6E4X	150.00	850.00	364.00	282.00	282.00	282.00	1,125.00
5 Mbps CIR	R6EAX	150.00	910.00	444.00	318.00	318.00	318.00	1,200.00
8 Mbps CIR	R6E8X	150.00	930.00	524.00	357.00	357.00	357.00	1,225.00
10 Mbps CIR	R6EBX	150.00	986.00	664.00	450.00	450.00	450.00	1,325.00
20 Mbps CIR	R6EDX	150.00	1,180.00	880.00	600.00	600.00	600.00	1,630.00
50 Mbps CIR	R6EHX	150.00	1,332.00	992.00	675.00	675.00	675.00	1,840.00
100 Mbps CIR	R6ELX	150.00	1,536.00	1,144.00	780.00	780.00	780.00	2,115.00
150 Mbps CIR	R6ENX	150.00	1,864.00	1,342.00	1,016.00	1,016.00	1,016.00	2,570.00
250 Mbps CIR	R6EQX	150.00	2,100.00	1,632.00	1,075.00	1,075.00	1,075.00	2,895.00
400 Mbps CIR	R6ESX	150.00	2,320.00	1,775.00	1,182.00	1,182.00	1,182.00	3,195.00
500 Mbps CIR	R6ETX	150.00	2,468.00	1,868.00	1,474.00	1,474.00	1,474.00	3,395.00
600 Mbps CIR	R6EUX	150.00	2,848.00	2,136.00	1,574.00	1,574.00	1,574.00	3,920.00
1000 Mbps CIR	R6EZX	150.00	3,272.00	2,400.00	2,300.00	2,300.00	2,300.00	4,500.00
2000 Mbps CIR	R61BX	150.00	5,149.00	4,376.00	2,982.00	2,982.00	2,982.00	7,151.00
2500 Mbps CIR	R61CX	150.00	6,170.00	5,244.00	3,573.00	3,573.00	3,573.00	8,569.00
4000 Mbps CIR	R61FX	150.00	7,290.00	6,196.00	4,224.00	4,224.00	4,224.00	10,125.00
5000 Mbps CIR	R61HX	150.00	8,574.00	7,288.00	4,968.00	4,968.00	4,968.00	11,909.00
7500 Mbps CIR	R61NX	150.00	11,257.00	9,568.00	6,522.00	6,522.00	6,522.00	15,634.00
9500 Mbps CIR	R61RX	150.00	13,398.00	11,388.00	7,764.00	7,764.00	7,764.00	18,608.00
10000 Mbps CIR	R61SX	150.00	13,934.00	11,844.00	8,073.00	8,073.00	8,073.00	19,353.00 (R)

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

/2/ The table shown in A. shows the Committed Information Rate (CIR) bandwidth supported on each Customer Port Connection under the Basic Service Arrangement.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****1. Service Elements (Cont'd)****Basic Service Arrangement (Cont'd)**

Business Critical-Medium Class of Service Committed Information Rate^{/2/}								
Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
2 Mbps CIR	R6E2X	\$150.00	\$800.00	\$ 264.00	\$204.00	\$204.00	\$204.00	\$1,050.00 (R)
4 Mbps CIR	R6E4X	150.00	820.00	312.00	242.00	242.00	242.00	1,075.00
5 Mbps CIR	R6EAX	150.00	880.00	400.00	280.00	280.00	280.00	1,150.00
8 Mbps CIR	R6E8X	150.00	900.00	488.00	330.00	330.00	330.00	1,175.00
10 Mbps CIR	R6EBX	150.00	956.00	576.00	390.00	390.00	390.00	1,275.00
20 Mbps CIR	R6EDX	150.00	1,056.00	792.00	540.00	540.00	540.00	1,460.00
50 Mbps CIR	R6EHX	150.00	1,216.00	904.00	615.00	615.00	615.00	1,680.00
100 Mbps CIR	R6ELX	150.00	1,424.00	1,056.00	720.00	720.00	720.00	1,960.00
150 Mbps CIR	R6ENX	150.00	1,632.00	1,330.00	838.00	838.00	838.00	2,250.00
250 Mbps CIR	R6EQX	150.00	1,872.00	1,450.00	955.00	955.00	955.00	2,580.00
400 Mbps CIR	R6ESX	150.00	2,088.00	1,595.00	1,062.00	1,062.00	1,062.00	2,875.00
500 Mbps CIR	R6ETX	150.00	2,232.00	1,689.00	1,140.00	1,140.00	1,140.00	3,070.00
600 Mbps CIR	R6EUX	150.00	2,616.00	1,960.00	1,335.00	1,335.00	1,335.00	3,600.00
1000 Mbps CIR	R6EZX	150.00	3,040.00	2,272.00	1,545.00	1,545.00	1,545.00	4,180.00
2000 Mbps CIR	R61BX	150.00	4,970.00	4,224.00	2,880.00	2,880.00	2,880.00	6,902.00
2500 Mbps CIR	R61CX	150.00	5,958.00	5,064.00	3,450.00	3,450.00	3,450.00	8,275.00
4000 Mbps CIR	R61FX	150.00	7,040.00	5,984.00	4,080.00	4,080.00	4,080.00	9,778.00
5000 Mbps CIR	R61HX	150.00	8,282.00	7,040.00	4,800.00	4,800.00	4,800.00	11,504.00
7500 Mbps CIR	R61NX	150.00	10,871.00	9,240.00	6,300.00	6,300.00	6,300.00	15,099.00
9500 Mbps CIR	R61RX	150.00	12,942.00	11,000.00	7,500.00	7,500.00	7,500.00	17,974.00
10000 Mbps CIR	R61SX	150.00	13,459.00	11,440.00	7,800.00	7,800.00	7,800.00	18,693.00 (R)

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

/2/ The table shown in A. shows the Committed Information Rate (CIR) bandwidth supported on each Customer Port Connection under the Basic Service Arrangement.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****1. Service Elements (Cont'd)****Basic Service Arrangement (Cont'd)**

Non-Critical High Class of Service Committed Information Rate ^{/2/}								
Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
2 Mbps CIR	R6E2X	\$150.00	\$740.00	\$248.00	\$197.00	\$197.00	\$197.00	\$950.00 (R)
4 Mbps CIR	R6E4X	150.00	760.00	296.00	235.00	235.00	235.00	975.00
5 Mbps CIR	R6EAX	150.00	820.00	372.00	268.00	268.00	268.00	1,050.00
8 Mbps CIR	R6E8X	150.00	840.00	456.00	318.00	318.00	318.00	1,075.00
10 Mbps CIR	R6EBX	150.00	896.00	536.00	372.00	372.00	372.00	1,175.00
20 Mbps CIR	R6EDX	150.00	1,008.00	740.00	516.00	516.00	516.00	1,390.00
50 Mbps CIR	R6EHX	150.00	1,160.00	844.00	588.00	588.00	588.00	1,600.00
100 Mbps CIR	R6ELX	150.00	1,360.00	984.00	684.00	684.00	684.00	1,870.00
150 Mbps CIR	R6ENX	150.00	1,552.00	1,195.00	797.00	797.00	797.00	2,140.00
250 Mbps CIR	R6EQX	150.00	1,784.00	1,345.00	910.00	910.00	910.00	2,460.00
400 Mbps CIR	R6ESX	150.00	1,992.00	1,485.00	1,011.00	1,011.00	1,011.00	2,735.00
500 Mbps CIR	R6ETX	150.00	2,128.00	1,572.00	1,086.00	1,086.00	1,086.00	2,920.00
600 Mbps CIR	R6EUX	150.00	2,488.00	1,824.00	1,272.00	1,272.00	1,272.00	3,420.00
1000 Mbps CIR	R6EZX	150.00	2,888.00	2,112.00	1,470.00	1,470.00	1,470.00	3,980.00
2000 Mbps CIR	R61BX	150.00	4,728.00	3,936.00	2,736.00	2,736.00	2,736.00	6,560.00
2500 Mbps CIR	R61CX	150.00	5,664.00	4,720.00	3,282.00	3,282.00	3,282.00	7,870.00
4000 Mbps CIR	R61FX	150.00	6,688.00	5,576.00	3,876.00	3,876.00	3,876.00	9,290.00
5000 Mbps CIR	R61HX	150.00	7,872.00	6,560.00	4,560.00	4,560.00	4,560.00	10,930.00
7500 Mbps CIR	R61NX	150.00	10,328.00	8,612.00	5,988.00	5,988.00	5,988.00	14,350.00
9500 Mbps CIR	R61RX	150.00	12,296.00	10,252.00	7,128.00	7,128.00	7,128.00	17,080.00
10000 Mbps CIR	R61SX	150.00	12,792.00	10,660.00	7,410.00	7,410.00	7,410.00	17,760.00 (R)

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

/2/ The table shown in A. shows the Committed Information Rate (CIR) bandwidth supported on each Customer Port Connection under the Basic Service Arrangement.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)**1. Service Elements

PPCoS Service Arrangement

Customer Port Connection – PPCoS Port								
Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
100 Mbps Port	EYQLX	\$1,925.00	\$880.00	\$784.00	\$468.00	\$438.00	\$414.00	\$1,295.00 (R)
1 Gbps Port	EYQMX	2,100.00	1,344.00	1,104.00	820.00	666.00	612.00	1,960.00
10 Gbps Port	EYQNX	15,750.00	9,600.00	9,120.00	5,400.00	4,680.00	4,140.00	12,600.00 (R)

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)**1. Service Elements

PPCoS Service Arrangement (Cont'd)

MultiMedia High Committed Information Rate ^{/2/}								
Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
2 Mbps CIR	R6E2X	\$150.00	\$920.00	\$408.00	\$312.00	\$312.00	\$312.00	\$1,200.00 (R)
4 Mbps CIR	R6E4X	150.00	940.00	440.00	345.00	345.00	345.00	1,275.00
5 Mbps CIR	R6EAX	150.00	1,000.00	520.00	382.00	382.00	382.00	1,350.00
8 Mbps CIR	R6E8X	150.00	1,020.00	600.00	408.00	408.00	408.00	1,375.00
10 Mbps CIR	R6EBX	150.00	1,076.00	808.00	546.00	546.00	546.00	1,475.00
20 Mbps CIR	R6EDX	150.00	1,504.00	1,040.00	708.00	708.00	708.00	2,070.00
50 Mbps CIR	R6EHX	150.00	1,672.00	1,168.00	792.00	792.00	792.00	2,300.00
100 Mbps CIR	R6ELX	150.00	1,896.00	1,320.00	900.00	900.00	900.00	2,620.00
150 Mbps CIR	R6ENX	150.00	2,416.00	1,507.00	980.00	980.00	980.00	3,330.00
250 Mbps CIR	R6EQX	150.00	2,680.00	1,950.00	1,285.00	1,285.00	1,285.00	3,700.00
400 Mbps CIR	R6ESX	150.00	2,940.00	2,105.00	1,398.00	1,398.00	1,398.00	4,050.00
500 Mbps CIR	R6ETX	150.00	3,112.00	2,198.00	1,482.00	1,482.00	1,482.00	4,280.00
600 Mbps CIR	R6EUX	150.00	3,544.00	2,480.00	1,686.00	1,686.00	1,686.00	4,880.00
1000 Mbps CIR	R6EZX	150.00	4,032.00	2,808.00	1,914.00	1,914.00	1,914.00	5,550.00
2000 Mbps CIR	R61BX	150.00	5,694.00	4,840.00	3,300.00	3,300.00	3,300.00	7,909.00
2500 Mbps CIR	R61CX	150.00	6,834.00	5,808.00	3,960.00	3,960.00	3,960.00	9,491.00
4000 Mbps CIR	R61FX	150.00	8,066.00	6,856.00	4,674.00	4,674.00	4,674.00	11,203.00
5000 Mbps CIR	R61HX	150.00	9,487.00	8,064.00	5,496.00	5,496.00	5,496.00	13,177.00
7500 Mbps CIR	R61NX	150.00	12,462.00	10,592.00	7,218.00	7,218.00	7,218.00	17,308.00
9500 Mbps CIR	R61RX	150.00	14,834.00	12,608.00	8,592.00	8,592.00	8,592.00	20,602.00
10000 Mbps CIR	R61SX	150.00	15,417.00	13,104.00	8,934.00	8,934.00	8,934.00	21,412.00 (R)

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

/2/ The table shown in A. shows the Committed Information Rate (CIR) bandwidth supported on each Customer Port Connection under the Per Packet Class of Service Arrangement.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****1. Service Elements (Cont'd)****PPCoS Service Arrangement (Cont'd)**

MultiMedia Standard Committed Information Rate ^{/2/}								
Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
2 Mbps CIR	R6E2X	\$150.00	\$860.00	\$376.00	\$288.00	\$288.00	\$288.00	\$1,100.00 (R)
4 Mbps CIR	R6E4X	150.00	880.00	416.00	320.00	320.00	320.00	1,175.00
5 Mbps CIR	R6EAX	150.00	940.00	488.00	356.00	356.00	356.00	1,250.00
8 Mbps CIR	R6E8X	150.00	960.00	560.00	381.00	381.00	381.00	1,275.00
10 Mbps CIR	R6EBX	150.00	1,016.00	752.00	510.00	510.00	510.00	1,375.00
20 Mbps CIR	R6EDX	150.00	1,304.00	968.00	660.00	660.00	660.00	1,800.00
50 Mbps CIR	R6EHX	150.00	1,448.00	1,080.00	735.00	735.00	735.00	2,000.00
100 Mbps CIR	R6ELX	150.00	1,648.00	1,232.00	840.00	840.00	840.00	2,270.00
150 Mbps CIR	R6ENX	150.00	2,096.00	1,397.00	915.00	915.00	915.00	2,890.00
250 Mbps CIR	R6EQX	150.00	2,328.00	1,815.00	1,195.00	1,195.00	1,195.00	3,210.00
400 Mbps CIR	R6ESX	150.00	2,556.00	1,955.00	1,302.00	1,302.00	1,302.00	3,520.00
500 Mbps CIR	R6ETX	150.00	2,704.00	2,045.00	1,380.00	1,380.00	1,380.00	3,720.00
600 Mbps CIR	R6EUX	150.00	3,080.00	2,312.00	1,575.00	1,575.00	1,575.00	4,240.00
1000 Mbps CIR	R6EZX	150.00	3,504.00	2,624.00	1,785.00	1,785.00	1,785.00	4,820.00
2000 Mbps CIR	R61BX	150.00	5,327.00	4,528.00	3,084.00	3,084.00	3,084.00	7,399.00
2500 Mbps CIR	R61CX	150.00	6,382.00	5,424.00	3,696.00	3,696.00	3,696.00	8,863.00
4000 Mbps CIR	R61FX	150.00	7,539.00	6,408.00	4,368.00	4,368.00	4,368.00	10,471.00
5000 Mbps CIR	R61HX	150.00	8,866.00	7,536.00	5,136.00	5,136.00	5,136.00	12,314.00
7500 Mbps CIR	R61NX	150.00	11,642.00	9,896.00	6,744.00	6,744.00	6,744.00	16,170.00
9500 Mbps CIR	R61RX	150.00	13,854.00	11,776.00	8,028.00	8,028.00	8,028.00	19,242.00
10000 Mbps CIR	R61SX	150.00	14,410.00	12,248.00	8,346.00	8,346.00	8,346.00	20,014.00 (R)

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

/2/ The table shown in A. shows the Committed Information Rate (CIR) bandwidth supported on each Customer Port Connection under the Per Packet Class of Service Arrangement.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****1. Service Elements (Cont'd)****PPCoS Service Arrangement (Cont'd)**

Critical Data Committed Information Rate ^{/2/}								
Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
2 Mbps CIR	R6E2X	\$150.00	\$800.00	\$260.00	\$252.00	\$252.00	\$252.00	\$1,050.00 (R)
4 Mbps CIR	R6E4X	150.00	820.00	312.00	263.00	263.00	263.00	1,075.00
5 Mbps CIR	R6EAX	150.00	880.00	400.00	270.00	270.00	270.00	1,150.00
8 Mbps CIR	R6E8X	150.00	900.00	488.00	330.00	330.00	330.00	1,175.00
10 Mbps CIR	R6EBX	150.00	956.00	576.00	390.00	390.00	390.00	1,275.00
20 Mbps CIR	R6EDX	150.00	1,056.00	792.00	540.00	540.00	540.00	1,460.00
50 Mbps CIR	R6EHX	150.00	1,216.00	904.00	615.00	615.00	615.00	1,680.00
100 Mbps CIR	R6ELX	150.00	1,424.00	1,056.00	720.00	720.00	720.00	1,960.00
150 Mbps CIR	R6ENX	150.00	1,632.00	1,216.00	825.00	825.00	825.00	2,250.00
250 Mbps CIR	R6EQX	150.00	1,872.00	1,392.00	945.00	945.00	945.00	2,580.00
400 Mbps CIR	R6ESX	150.00	2,088.00	1,560.00	1,062.00	1,062.00	1,062.00	2,875.00
500 Mbps CIR	R6ETX	150.00	2,232.00	1,672.00	1,140.00	1,140.00	1,140.00	3,070.00
600 Mbps CIR	R6EUX	150.00	2,616.00	1,960.00	1,335.00	1,335.00	1,335.00	3,600.00
1000 Mbps CIR	R6EZX	150.00	3,040.00	2,272.00	1,545.00	1,545.00	1,545.00	4,180.00
2000 Mbps CIR	R61BX	150.00	4,970.00	4,224.00	2,880.00	2,880.00	2,880.00	6,902.00
2500 Mbps CIR	R61CX	150.00	5,958.00	5,064.00	3,450.00	3,450.00	3,450.00	8,275.00
4000 Mbps CIR	R61FX	150.00	7,040.00	5,984.00	4,080.00	4,080.00	4,080.00	9,778.00
5000 Mbps CIR	R61HX	150.00	8,282.00	7,040.00	4,800.00	4,800.00	4,800.00	11,504.00
7500 Mbps CIR	R61NX	150.00	10,871.00	9,240.00	6,300.00	6,300.00	6,300.00	15,099.00
9500 Mbps CIR	R61RX	150.00	12,942.00	11,000.00	7,500.00	7,500.00	7,500.00	17,974.00
10000 Mbps CIR	R61SX	150.00	13,459.00	11,440.00	7,800.00	7,800.00	7,800.00	18,693.00 (R)

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

/2/ The table shown in A. shows the Committed Information Rate (CIR) bandwidth supported on each Customer Port Connection under the Per Packet Class of Service Arrangement.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****1. Service Elements (Cont'd)****PPCoS Service Arrangement (Cont'd)**

Business Data Committed Information Rate ^{/2/}								
Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
2 Mbps CIR	R6E2X	\$150.00	\$740.00	\$250.00	\$240.00	\$240.00	\$240.00	\$950.00 (R)
4 Mbps CIR	R6E4X	150.00	760.00	296.00	245.00	245.00	245.00	975.00
5 Mbps CIR	R6EAX	150.00	820.00	372.00	258.00	258.00	258.00	1,050.00
8 Mbps CIR	R6E8X	150.00	840.00	456.00	318.00	318.00	318.00	1,075.00
10 Mbps CIR	R6EBX	150.00	896.00	536.00	372.00	372.00	372.00	1,175.00
20 Mbps CIR	R6EDX	150.00	1,008.00	740.00	516.00	516.00	516.00	1,390.00
50 Mbps CIR	R6EHX	150.00	1,160.00	844.00	588.00	588.00	588.00	1,600.00
100 Mbps CIR	R6ELX	150.00	1,360.00	984.00	684.00	684.00	684.00	1,870.00
150 Mbps CIR	R6ENX	150.00	1,552.00	1,128.00	786.00	786.00	786.00	2,140.00
250 Mbps CIR	R6EQX	150.00	1,784.00	1,292.00	900.00	900.00	900.00	2,460.00
400 Mbps CIR	R6ESX	150.00	1,992.00	1,452.00	1,011.00	1,011.00	1,011.00	2,735.00
500 Mbps CIR	R6ETX	150.00	2,128.00	1,556.00	1,086.00	1,086.00	1,086.00	2,920.00
600 Mbps CIR	R6EUX	150.00	2,488.00	1,824.00	1,272.00	1,272.00	1,272.00	3,420.00
1000 Mbps CIR	R6EZX	150.00	2,888.00	2,112.00	1,470.00	1,470.00	1,470.00	3,980.00
2000 Mbps CIR	R61BX	150.00	4,728.00	3,936.00	2,736.00	2,736.00	2,736.00	6,560.00
2500 Mbps CIR	R61CX	150.00	5,664.00	4,720.00	3,282.00	3,282.00	3,282.00	7,870.00
4000 Mbps CIR	R61FX	150.00	6,688.00	5,576.00	3,876.00	3,876.00	3,876.00	9,290.00
5000 Mbps CIR	R61HX	150.00	7,872.00	6,560.00	4,560.00	4,560.00	4,560.00	10,930.00
7500 Mbps CIR	R61NX	150.00	10,328.00	8,612.00	5,988.00	5,988.00	5,988.00	14,350.00
9500 Mbps CIR	R61RX	150.00	12,296.00	10,252.00	7,128.00	7,128.00	7,128.00	17,080.00
10000 Mbps CIR	R61SX	150.00	12,792.00	10,660.00	7,410.00	7,410.00	7,410.00	17,760.00 (R)

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

/2/ The table shown in A. shows the Committed Information Rate (CIR) bandwidth supported on each Customer Port Connection under the Per Packet Class of Service Arrangement.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****1. Service Elements (Cont'd)****Optional Features and Functions**

Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
Regenerator (per port)								
100 Mbps	EYQHJ	\$250.00	\$3,250.00	\$1,630.00	\$1,090.00	\$820.00	\$650.00	\$3,400.00
1 Gbps	EYQJX	250.00	3,250.00	1,630.00	1,090.00	820.00	650.00	3,400.00
10 Gbps	EYQKX	1,500.00	6,000.00	4,800.00	4,400.00	4,200.00	3,900.00	7,200.00
Alternate Serving Switch								
0 – 10 miles	1HHEK	1,200.00	970.00	485.00	325.00	245.00	195.00	1,165.00
11 – 25 miles	1HHEL	1,200.00	1,940.00	970.00	650.00	490.00	390.00	2,330.00
26 – 35 miles	1HHEM	1,200.00	6,500.00	3,300.00	2,200.00	1,700.00	1,300.00	8,120.00
36 – 50 miles	1HHEN	1,200.00	7,200.00	4,300.00	3,000.00	2,500.00	2,200.00	8,700.00
Diverse Access	EY7AD	600.00	750.00	450.00	250.00	250.00	250.00	1,000.00
Advanced Access Failover (per port)								
1 Gbps	EY7AA	1,200.00	4,000.00	2,500.00	2,120.00	2,120.00	2,120.00	4,200.00
10 Gbps	EY7AB	1,200.00	22,000.00	15,000.00	9,000.00	9,000.00	9,000.00	23,000.00

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****1. Service Elements (Cont'd)****Optional Features and Functions (Cont'd)**

Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
Direct LEC Additional Mileage								
2 Mbps through 20 Mbps								
0 – 10 miles	1HHDO	1,200.00	1,520.00	980.00	750.00	600.00	500.00	1,980.00
11 – 25 miles	1HHDA	1,200.00	3,030.00	1,950.00	1,500.00	1,200.00	1,000.00	3,940.00
26 – 35 miles	1HHDB	1,200.00	4,550.00	2,930.00	2,250.00	1,800.00	1,500.00	5,920.00
36 – 50 miles	1HHDC	1,200.00	7,570.00	4,880.00	3,750.00	3,000.00	2,500.00	9,850.00
50 Mbps through 150 Mbps								
0 – 10 miles	1HHDP	1,200.00	1,520.00	980.00	750.00	600.00	500.00	1,980.00
11 – 25 miles	1HHDD	1,200.00	3,030.00	1,950.00	1,500.00	1,200.00	1,000.00	3,940.00
26 – 35 miles	1HHDE	1,200.00	4,550.00	2,930.00	2,250.00	1,800.00	1,500.00	5,920.00
36 – 50 miles	1HHDF	1,200.00	7,570.00	4,880.00	3,750.00	3,000.00	2,500.00	9,850.00
250 Mbps through 1 Gbps								
0 – 10 miles	1HHDQ	1,200.00	1,520.00	980.00	750.00	600.00	500.00	1,980.00
11 – 25 miles	1HHDG	1,200.00	3,030.00	1,950.00	1,500.00	1,200.00	1,000.00	3,940.00
26 – 35 miles	1HHDH	1,200.00	4,550.00	2,930.00	2,250.00	1,800.00	1,500.00	5,920.00
36 – 50 miles	1HHDJ	1,200.00	7,570.00	4,880.00	3,750.00	3,000.00	2,500.00	9,850.00

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****1. Service Elements (Cont'd)****Optional Features and Functions (Cont'd)**

Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
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ICO NNI Arrangement (ICO Trunking Arrangement)**ICO Trunk Connection Charge, per EVC**

2 Mbps	LYTOA	\$300.00	\$350.00	\$290.00	\$250.00	\$235.00	\$220.00	\$420.00
4 Mbps	LYTOB	345.00	400.00	330.00	285.00	268.00	250.00	480.00
5 Mbps	LYTOC	400.00	450.00	370.00	315.00	293.00	270.00	540.00
8 Mbps	LYTOD	460.00	510.00	420.00	360.00	335.00	310.00	620.00
10 Mbps	LYTOE	525.00	590.00	490.00	420.00	390.00	360.00	710.00
20 Mbps	LYTOF	600.00	700.00	580.00	504.00	467.00	430.00	840.00
50 Mbps	LYTOG	700.00	880.00	730.00	630.00	585.00	540.00	1,060.00
100 Mbps	LYTOH	800.00	1,170.00	970.00	840.00	780.00	720.00	1,410.00
150 Mbps	LYTOJ	925.00	1,740.00	1,450.00	1,260.00	1,170.00	1,080.00	2,090.00
200 Mbps	LYTOO	1,200.00	2,000.00	1,660.00	1,440.00	1,335.00	1,230.00	2,400.00
250 Mbps	LYTOK	1,200.00	2,250.00	1,870.00	1,620.00	1,500.00	1,380.00	2,700.00
300 Mbps	LYTOP	1,200.00	2,840.00	2,360.00	2,048.00	1,896.00	1,744.00	3,410.00
400 Mbps	LYTOQ	1,200.00	4,320.00	3,595.00	3,124.00	2,891.00	2,657.00	5,190.00
500 Mbps	LYTOL	1,200.00	4,840.00	4,030.00	3,500.00	3,240.00	2,980.00	5,810.00
600 Mbps	LYTOM	1,200.00	5,800.00	4,830.00	4,200.00	3,885.00	3,570.00	6,960.00
700 Mbps	LYTOR	1,200.00	5,840.00	5,000.00	4,420.00	4,110.00	3,800.00	7,010.00
800 Mbps	LYTOS	1,200.00	6,000.00	5,140.00	4,540.00	4,220.00	3,900.00	7,200.00
900 Mbps	LYTOT	1,200.00	6,160.00	5,270.00	4,660.00	4,330.00	4,000.00	7,400.00
1000 Mbps	LYTON	1,200.00	6,600.00	5,500.00	4,830.00	4,465.00	4,100.00	7,920.00

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****1. Service Elements (Cont'd)****Optional Features and Functions (Cont'd)**

Rate Element	USOC	Nonrecurring Charges ^{/1/}	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
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ICO NNI Arrangement (ICO Trunking Arrangement) (Cont'd)**Additional Mileage****2 Mbps through 20 Mbps**

0 – 10 miles	JZ49E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11 – 25 miles	JZXTE	0.00	260.00	200.00	170.00	170.00	170.00	290.00
26 – 35 miles	JZXTH	0.00	420.00	320.00	270.00	270.00	270.00	470.00
36 – 50 miles	JZXTL	0.00	630.00	480.00	410.00	410.00	410.00	700.00

50 Mbps through 200 Mbps

0 – 10 miles	JZ49E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11 – 25 miles	JZ49A	0.00	580.00	440.00	375.00	375.00	375.00	640.00
26 – 35 miles	JZ49C	0.00	1,020.00	780.00	675.00	675.00	675.00	1,130.00
36 – 50 miles	JZ49D	0.00	1,660.00	1,270.00	1,100.00	1,100.00	1,100.00	1,830.00

250 Mbps through 1 Gbps

0 – 10 miles	JZ49E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11 – 25 miles	JZ49B	0.00	2,250.00	1,730.00	1,500.00	1,500.00	1,500.00	2,480.00
26 – 35 miles	JZXTK	0.00	2,630.00	2,020.00	1,750.00	1,750.00	1,750.00	2,900.00
36 – 50 miles	JZXTO	0.00	2,990.00	2,300.00	2,000.00	2,000.00	2,000.00	3,290.00

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****1. Service Elements (Cont'd)****Optional Features and Functions (Cont'd)**

Rate Element	Additional Charges		
	USOC	Nonrecurring Charges ^{/1/}	Monthly Recurring Rate
Additional MAC Addresses (per port)	M2CBX	\$70.00	\$5.00
Enhanced Multicast^{/2/} (per port)	EY7AE	0.00	140.00
Administrative Charge^{/3/} (per order)	ORCMX	51.00	NA

/1/ Nonrecurring Charges will be waived for service ordered under an Ethernet Payment Plan (EPP) as specified under D.2.

/2/ The Administrative Charge will apply when adding or removing the Enhanced Multicast feature on an existing port.

/3/ The Administrative Charge will be waived for all orders requesting new service.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****2. Payment Plans**

- **Ethernet Payment Plans (EPP)**

To subscribe to AT&T Switched Ethernet Service, the Customer must select one of the following EPP options: 12 Months, 24 Months, 36 Months, 48 Months or 60 Months. The service is not available to be subscribed to on a month-to-month basis. The minimum period for AT&T Switched Ethernet Service is 12 months.

Nonrecurring charges will be waived for Customers subscribing to new service under as EPP, or for Customers subscribing to a new EPP for an existing service. For moves of service and service reconfigurations, nonrecurring charges will apply.

During the Customer's EPP term, Company initiated recurring rate changes (i.e., rate increases or decreases) will be automatically applied to the Customer's EPP rates for the months remaining in the Customer's EPP term. However, at no time during the Customer's EPP term will rates exceed the Customer's initial EPP rates.

When an EPP term expires, the Customer may select a new EPP term from among any EPP options which are then available to new Customers. EPP rates in effect at the time the new EPP term starts will apply. If the Customer selects such new EPP term at least 90 days in advance of the existing EPP term expiration date, the new EPP term will begin immediately upon the expiration of the existing EPP term. If the Customer selects such new EPP term, but does not do so at least 90 days in advance of the existing EPP term expiration date, the Term Extension Month-to-Month rates will apply between the expiration of the existing EPP term and the date upon which the Company implements the new EPP term in its billing system.

The Term Extension Month-to-Month (MTM) rates will apply when a Customer's EPP term expires. The Customer will be billed the MTM rates in effect until such time as the Customer selects a new EPP or the Service is terminated.

- **Termination Liability**

Termination Liability will apply if the Customer disconnects service prior to the end of the selected EPP. Termination Liability will be determined based on the number of months remaining in the EPP term times 50% of the applicable EPP monthly rates, calculated as follows:

$$[(\text{EPP Monthly Rates}) \times (\text{Months Remaining in EPP Term})] \times 50\%$$

In addition, the Customer must pay all nonrecurring charges that were waived, as specified in Ethernet Payment Plans (EPP) above.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****3. Moves, Service Reconfigurations and Upgrades**

- Moves

Moves involve a change in the physical location of either a point of service demarcation in the same building or a change of Customer premises to a new building.

- a. When the move is to a different location within the same building (i.e., results in a different point of service demarcation in the same building, such as a move to a different floor), previously waived nonrecurring charges associated with the existing service (if still under term) will be charged for all service components affected.

A new EPP term is not required (if still under EPP term) and Termination Liability will not apply for such a move. For move requests from Customers who have completed an EPP term and are currently being billed Term Extension MTM rates, a new EPP is required for the service at the new location.

- b. When the move is to a different building (i.e., a different Customer premises), such a move is treated as a discontinuance of service and activation of new service. The previously waived non-recurring charges at the disconnecting location will be billed (if EPP term has not expired).

The Customer must select an EPP term for the new service at the new location. The new EPP term will be subject to the rates in effect at the time of the move. Termination Liability will also apply for such a move except where all of the following conditions apply:

- The existing and new service locations must be served by the same serving wire center.
- The Customer's existing service must have been in place for at least 12 months.
- The Customer must select a new EPP with a term that is greater than or equal to the remainder of the existing EPP.
- Orders from the Customer to disconnect the existing service and reestablish service at the new location must be placed by the Customer and received by the Company on the same date.
- No lapse in billing will occur for moves of service under an EPP. If the Customer requests that both the existing AT&T Switched Ethernet Service and the new AT&T Switched Ethernet Service be in service at the same time, such "overlapping" service shall be provided for no more than 30 days, and all applicable charges will be billed for both services during the period of overlapping service.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****3. Moves, Service Reconfigurations and Upgrades (Cont'd)**

- Service Reconfigurations

The Customer may reconfigure service, subject to the conditions below.

a. Reconfigurations Involving Changes to the Customer Port Connection:

1. For reconfigurations to a higher-capacity Customer Port Connection, or from a Basic Port to a PPCoS Port, previously waived nonrecurring charges associated with the existing service will be charged for all service components affected if such reconfiguration occurs prior to the expiration of the EPP term. An example of such upgrade would be a change from a 1 Gbps to a 10 Gbps Customer Port Connection. The Customer must select a new EPP term for the new configuration. The new EPP term will be subject to the rates in effect at the time of the reconfiguration.

EPP Termination Liability will not apply, subject to the following conditions:

- The upgraded service must be at a higher capacity than the existing service; and
- The new and existing services must be billed to the same Customer of record at the same Customer location; and
- The new EPP term selected is equal to or greater than the remainder of the EPP term of the disconnected service.

2. For reconfigurations to a lower capacity of the Customer Port Connection, or from a PPCoS Port to a Basic Port, Termination Liability and nonrecurring charges will apply to all service components affected. An example of such a downgrade would be a change from a 1 Gbps to 100 Mbps Customer Port Connection. The Customer must select a new EPP term for the reconfigured service. The new EPP term will be subject to the rates in effect at the time of the reconfiguration.

b. Reconfigurations Involving Changes to the CoS and CIR

Reconfigurations that require changes to the CoS, PPCoS Package or CIR are subject to the nonrecurring charges associated with the new CoS, PPCoS Package or CIR service components. Termination Liability will not apply to such reconfigurations. The term effective dates associated with the Customer Port Connection shall apply to the associated CIR/CoS. For example, a Customer with a 60-month term on original port and CIR configuration may change the CIR in month 48, while still keeping the original EPP expiration date associated with both port and CIR.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**D. Rates (Cont'd)****3. Moves, Service Reconfigurations and Upgrades (Cont'd)**

- Service Reconfigurations (Cont'd)

- c. Other Reconfigurations

For reconfigurations not defined in a. or b., preceding, the nonrecurring charge associated with the Customer Port Connection will apply. An example of such change would be a Customer-requested change from a multi-mode fiber interface to a single-mode fiber interface. Termination Liability will not apply to such reconfiguration changes.

- d. For any of the reconfigurations described above, any Customer that has completed an EPP term and is being billed at Term Extension MTM rates must select a new EPP term for the reconfigured service.

- Upgrades

A Customer may upgrade from AT&T Switched Ethernet Service to a different service provided by the Company. Termination Liability will not apply, if all of the following conditions are met:

- a. Either:
 - The new service as requested by the Customer must be at a transport speed or capacity greater than the speed or capacity of AT&T Switched Ethernet Service, or
 - The new service must offer the same transport speed or capacity as available with AT&T Switched Ethernet Service and include technology or functionality not available with AT&T Switched Ethernet Service.
- b. The new service and existing AT&T Switched Ethernet service must be billed to the same Customer of record at the same Customer location.
- c. The Customer's existing AT&T Switched Ethernet services must have been in place for at least 12 months.
- d. The minimum term for the new service must be equal to or greater than the remainder of the Customer's existing term.
- e. The order for the new service and the disconnect order for the existing AT&T Switched Ethernet service must be placed by the Customer and received by the Company on the same date.
- f. If the Customer requests that both the existing service and the new higher-level service be in service at the same time, such "overlapping" service shall be provided for no more than 90 days, and all applicable charges will be billed for both services during the period of overlapping service.
- g. Nothing in this section shall prohibit upgrades within the AT&T Switched Ethernet service as allowed under the terms contained elsewhere in this Guidebook.

9. AT&T SWITCHED ETHERNET SERVICESM (Cont'd)**E. Credit Allowance**

Service is considered to be interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Guidebook. The interruption must result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall be calculated based on the applicable monthly rate for the port (or ports) which were interrupted, including the other rate elements associated with that port (CIR, repeater, etc.). The credit amount applicable in a given month shall not exceed 100% of the monthly recurring charge for the port and associated rate elements. No credit shall be applicable to other ports on the network that were uninterrupted, even if they were unable to connect to an interrupted port.

No credit shall be allowed for an interruption period of less than 30 minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute interruption.

When a Credit Allowance Does Not Apply

Credit allowances shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

1. Any cause beyond the Company's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;
2. Interruptions caused by the negligence of the Customer;
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated;
4. When the Company and the Customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements, or (3) to implement an order for a change in the service, a credit does not apply during the negotiated time of release;
5. Failures of any structures, facilities or equipment on the Customer's side of the demarcation point;
6. Data loss during the Company's scheduled maintenance windows;
7. Data exceeding subscribed CIR;
8. Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than the Company; or
9. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

The total credit amount of any allowances for interruptions applicable in a given month shall not exceed 100% of the monthly recurring charge for the port and associated rate elements.