

P.S.C. Mo. - No. 36
ACCESS SERVICES TARIFF

**Southwestern Bell Telephone
Company d/b/a AT&T Missouri**

Section 23
1st Revised Sheet 1
Replacing Original Sheet 1

ACCESS SERVICE

23. ETHERNET SERVICE

23.1 AT&T SWITCHED ETHERNET SERVICESM

For service description, terms and conditions, and pricing, please see AT&T Switched Ethernet Service described in the AT&T Switched Ethernet Service Guide found at the following website:

<http://cpr.att.com/pdf/commonEthServGuide.html>

Material from page 2 through page 35 is hereby deleted in its entirety and the pages are withdrawn from this Tariff.

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ACCESS SERVICE

23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.1 Service Description

- (A) AT&T Dedicated Ethernet Service is a fiber based, point-to-point, Ethernet service that allows Customers to transport data signals between two locations. AT&T Dedicated Ethernet Service can be used to transport data as an Ethernet signal or embedded within an Optical Transport Network (OTN) signal.

AT&T Dedicated Ethernet Service is available at the following speed and format options:

Speed	Ethernet Formats	Optical Transport Unit (OTU) Formats
1Gbps	1GE - Gigabit Ethernet	Not available
2.5Gbps	Not available	OTU1
10Gbps	10GE LAN-PHY	OTU2e
	10GE WAN-PHY	OTU2
40Gbps	40GE	OTU3
100Gbps	100GE	OTU4

- (B) The Telephone reserves the right to make individualized decisions regarding the provision of AT&T Dedicated Ethernet to individual customers. The Telephone Company may negotiate the specific prices and terms for AT&T Dedicated Ethernet for each individual customer. Unless otherwise specified in this section, the general terms and conditions of this Intrastate Access Tariff apply to AT&T Dedicated Ethernet service (e.g., Section 2). (CT)
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(C) Port Connection

The Port Connection is the standard rate element that includes the service interface (point of demarcation) at the Customer-designated premises (Customer Site), any network termination equipment (NTE) placed at the Customer Site, and the physical transport facilities from the Customer Site to the AT&T Dedicated Ethernet network at the serving wire center for that Site.

One Port Connection charge applies per Customer Site at which the Port Connection is terminated. This charge will apply even if the Customer Site and the serving wire center are both located in the same Telephone Company building (e.g., where the Customer Site is a collocation arrangement⁽¹⁾, Carrier Point-of-Presence, etc.).

Rates and charges for the Port Connection are provided in Section 23.2.5.

⁽¹⁾ In addition to a Port Connection charge, cross connect charges will also apply under the applicable tariffs for connecting AT&T Dedicated Ethernet Service to a collocation arrangement.

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23.2 AT&T DEDICATED ETHERNET SERVICE

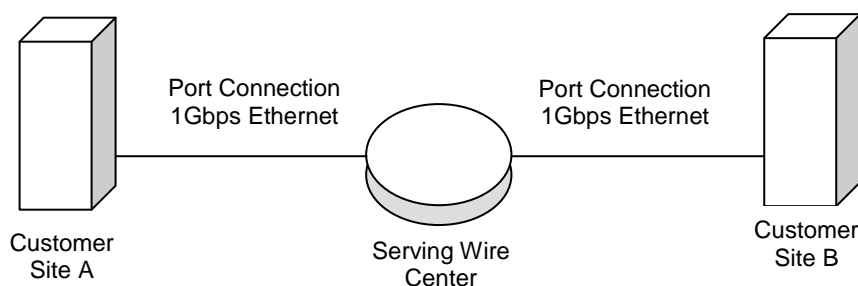
23.2.1 Service Description

AT&T Dedicated Ethernet Service is available with the following Port Connection configurations:

(1) Same Speed / Same Format

- Ethernet to Ethernet (e.g., 1GE to 1GE); or
- Optical Transport Network (OTN) to Optical Transport Network (OTN) (e.g., OTU1 to OTU1)

Same Speed / Same Format Configuration

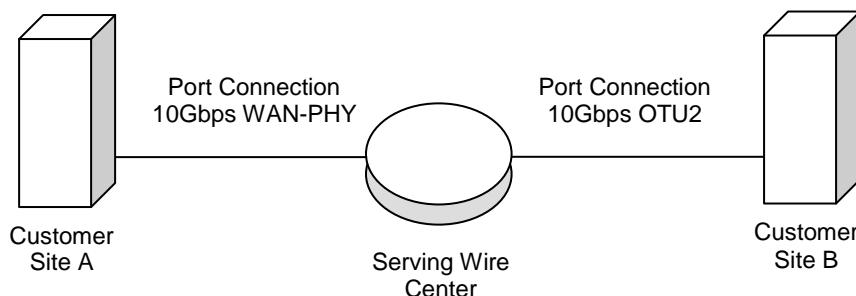


This example illustrates a 1Gbps Ethernet circuit from Customer Site A to Customer Site B for a same speed / same format arrangement. In this example, two – 1Gbps Ethernet Port Connection charges are applicable.

(2) Same Speed / Different Format

- Optical Transport Network (OTN) to Ethernet (e.g., 10GE to OTU2)

Same Speed / Different Format Configuration



This example illustrates a same speed / different format circuit configuration whereby there is a 10Gbps WAN-PHY Port Connection between Customer Site A and the serving wire center and a 10Gbps OTU2 Port Connection between Customer Site B and the serving wire center. In this circuit example, both a 10Gbps WAN-PHY and a 10Gbps OTU2 Port Connection charge would apply.

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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.1 Service Description

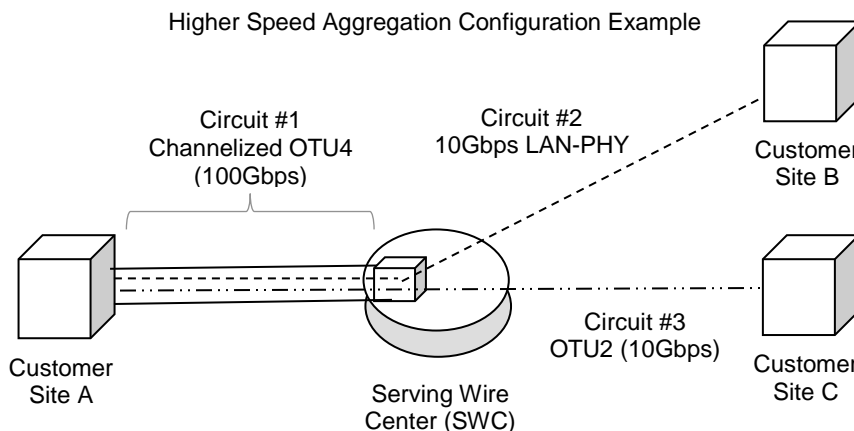
(3) Higher Speed Aggregation

Higher Speed Aggregation permits Customers to connect a lower speed AT&T Dedicated Ethernet Port Connection to a channelized higher speed AT&T Dedicated Ethernet Port Connection.

OTU2 (10Gbps) and OTU4 (100Gbps) AT&T Dedicated Ethernet Port Connections may be purchased as either channelized or non-channelized. A channelized Port Connection includes a channelized circuit that terminates at a multiplexer within a serving wire center.

A channelized OTU2 Port Connection can connect up to eight 1GE Port Connections or four OTU1 Port Connections, or any other combination of such Port Connections, up to the available capacity of the channelized OTU2 Port Connection.

A channelized OTU4 Port Connection can connect to up to ten 10Gbps Port Connections in any combination of types (10GE LAN-PHY, 10GE WAN-PHY, OTU2e, or OTU2), up to the available capacity of the channelized OTU4 Port Connection.



In the example of a higher speed aggregation arrangement depicted in the diagram above, there are three AT&T Dedicated Ethernet circuits, as follows:

1. Circuit #1 = A channelized OTU4 (100Gbps) circuit from Customer Site A that terminates at a multiplexer within the Serving Wire Center.

One OTU4 Port Connection monthly recurring charge applies for Circuit #1.

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(AT)

23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.1 Service Description

2. Circuit #2 = A 10Gbps LAN-PHY circuit from Customer Site B to Customer Site A. Circuit #2 occupies a channel of the higher speed Circuit #1 from the Serving Wire Center location to Customer Site A.

One 10GE LAN-PHY Port Connection monthly recurring charge applies to Circuit #2 for the Port Connection at Customer Site B.

No Port Connection charge applies to the portion of Circuit #2 that occupies a channel of Circuit #1 (i.e., SWC to Customer Site A).

3. Circuit #3 = A 10Gbps OTU2 circuit from Customer Site C to Customer Site A. Circuit #3 occupies a channel of the higher speed Circuit #1 from the Serving Wire Center location to Customer Site A.

One OTU2 Port Connection monthly recurring charge applies for Circuit #3 for the Port Connection at Customer Site C.

No Port Connection charge applies to the portion of Circuit #3 that occupies a channel of Circuit #1 (i.e., SWC to Customer Site A).

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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.1 Service Description

(D) Protection and Diversity Options

Protection and diversity options are available for the AT&T Dedicated Ethernet Service as follows:

Protection Option	Diversity Options
<ul style="list-style-type: none">• Port Protection Plus	<ul style="list-style-type: none">• Port Diversity• Alternate Wire Center Diversity• Inter-Wire Center Diversity

Protection cannot be combined with Diversity options except in the case of a stand-alone Alternate Wire Center Diversity option.

Protection and diversity options are available where facilities and/or operating conditions permit. Where facilities and/or operating conditions do not permit, special construction charges may apply as set forth in Section 14 of this Guidebook.

(1) Protection

Protection offers a duplicate AT&T Dedicated Ethernet Service signal routed on two different fiber pairs (a working path and a standby path) to provide increased reliability.

In the event of a failure of the working path, the AT&T Dedicated Ethernet Service will switch to the surviving path. In the event of a failure of both fiber transmission paths, an out-of-service condition will result.

Limitations:

- Protection is not available for same speed / different format circuit configurations
- Protection is not available for higher speed aggregation configurations (i.e., protection is not available for channelized circuits and circuits connecting with a channelized circuit).
- Protection is not available for Meet Point arrangements. See Section 1.1(E) for more information on Meet Point arrangements.

(a) Port Protection Plus

Port Protection Plus is an end-to-end (fully protected) protection option that offers a duplicate AT&T Dedicated Ethernet Service signal routed over two diversely routed fiber paths, a working path and a standby path, from Customer Site to Customer Site. Port Protection Plus also includes dual card protection at each Customer Site whereby the working path and standby paths terminate into two separate cards on a single shelf in the NTE at each of the Customer Sites.

The Port Protection Plus optional feature must be selected for both Customer Sites in addition to the normal Port Connection charges.

Material previously appeared on this page now appears on 1st Revised Page 39.

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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.1 Service Description

(1) Protection (Cont'd)

(a) Port Protection Plus (Cont'd)

Port Protection Plus is available only for AT&T Dedicated Ethernet circuits that meet the following conditions:

- The circuit must be configured as a same speed / same format arrangement; and
- Neither end of the circuit can terminate at a collocation arrangement

(2) Diversity

Diversity options minimize single points of failure by creating two circuits, or portions of a circuit, that are diverse from one another. With these arrangements, one or more circuits will be provisioned over the normal path and one or more circuits will be provisioned over the diverse path. Customers may transport traffic over both circuits.

Customers requesting diversity will be billed for two circuits plus the applicable diversity charge(s) for the portions of the circuit that are physically diverse.

Diversity options do 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.

Limitations:

- Diversity options are not available for Meet Point arrangements. See Section 1.1(E) for more information on Meet Point arrangements.
- Port Diversity and Alternate Wire Center Diversity cannot be selected at the same Customer Site location for the same AT&T Dedicated Ethernet Service Port Connection.

Material appearing on this page previously appeared on Original Page 38.

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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.1 Service Description

(2) Diversity (Cont'd)

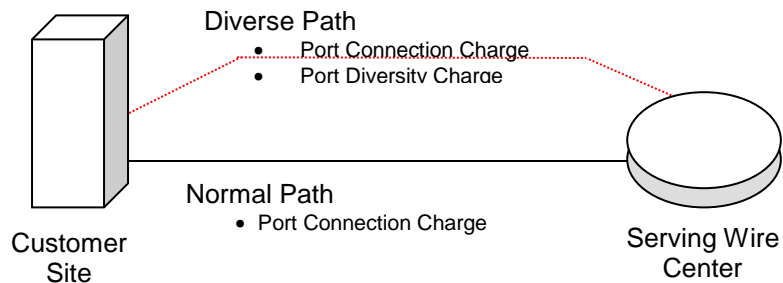
The following Diversity options are available for AT&T Dedicated Ethernet Service:

(a) Port Diversity

Port Diversity provides transmission paths (a normal path and a diverse path), which are diverse from each other between two designated AT&T Dedicated Ethernet Service Port Connections from one or more Customer Sites to their serving wire centers.

The fiber path from each designated Port Connection to its serving wire center will be diverse from each other from the closest available point of divergence (e.g., the closest manhole to the Customer Site). These two designated Port Connections must be purchased by the same Customer.

Port Diversity requires the Customer to purchase duplicate Port Connections (to establish a normal path and a diverse path) from the Customer Site(s) to its serving wire center(s). In addition, a Port Diversity charge applies on the diverse path circuit for each pair of designated Port Connections at any Customer Site where Port Diversity is requested.



ACCESS SERVICE

23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.1 Service Description

(2) Diversity (Cont'd)

(b) Alternate Wire Center Diversity

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- (i) Alternate Wire Center Diversity is a feature that provides transmission paths (a normal path and a diverse path), which are diverse from each other between two designated AT&T Dedicated Ethernet Service Port Connections. The normal path is routed to the normal serving wire center and the diverse path is routed to an alternate wire center.

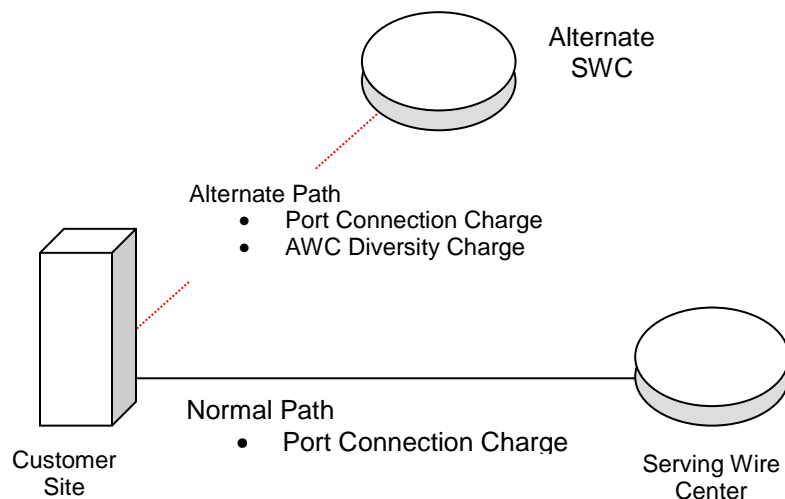
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The Telephone Company will designate the alternate wire center to which the diverse path will be routed.

The fiber path from each designated Port Connection to its applicable serving wire center (normal and alternate) will be diverse from each other from the closest available point of divergence (e.g., the closest manhole to the Customer Site). These two designated Port Connections must be purchased by the same Customer.

Alternate Wire Center Diversity requires the Customer to purchase duplicate Port Connections (to establish a normal path and a diverse path) from the Customer Site(s) to the applicable serving wire center(s). In addition, an Alternate Wire Center Diversity charge applies on the diverse path circuit for each pair of designated Port Connections at any Customer Site where Alternate Wire Center Diversity is requested.

Alternate Wire Center (AWC) Diversity Example



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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.1 Service Description

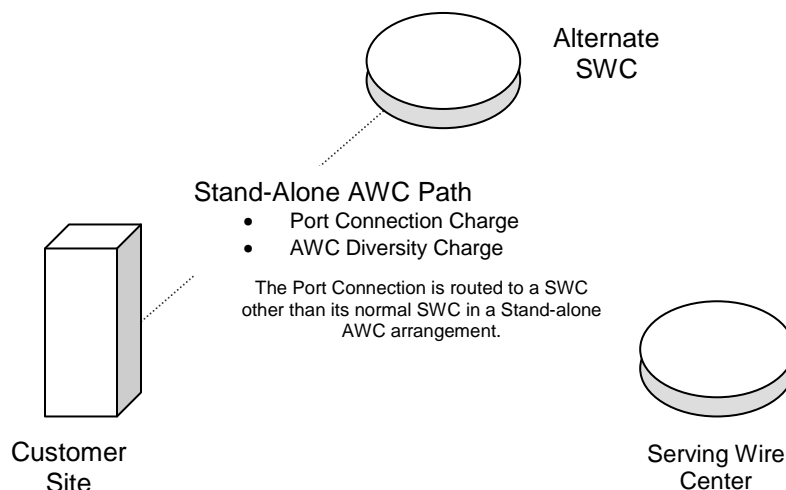
(2) Diversity (Cont'd)

(b) Alternate Wire Center Diversity (Cont'd)

- (ii) Stand-Alone Alternate Wire Center (AWC) Routing Alternate Wire Center Diversity is available as a stand-alone AWC arrangement where there is no actual diversity. In this arrangement, an AT&T Dedicated Ethernet Service Port Connection is routed to an alternate wire center rather than its normal serving wire center.

The Customer is assessed a Port Connection charge and an Alternate Wire Center Diversity charge for a stand-alone AWC route connecting the Customer Site to the alternate serving wire center.

Stand-Alone Alternate Wire Center (AWC) Example



ACCESS SERVICES

23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.1 Service Description

(c) Inter-Wire Center (IWC) Diversity

Inter-Wire Center (IWC) Diversity is a feature that provides a transmission path between the serving wire centers for each end of the circuit that is separate from the normal transmission path. IWC Diversity arrangements are available only where each end of an AT&T Dedicated Ethernet circuit is provided from a different serving wire center.

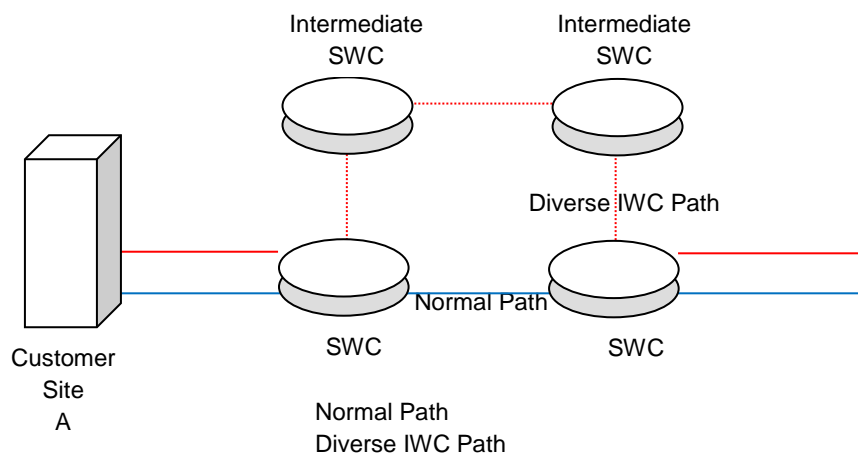
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Inter-Wire Center (IWC) Diversity requires the Customer to purchase duplicate Port Connections. An Inter-Wire Center Diversity charge applies to the AT&T Dedicated Ethernet Service circuit designated with the diverse IWC path. These two designated Port Connections must be purchased by the same Customer.

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The Inter-Wire Center Diversity option can be selected on its own or in combination with the Port Diversity and Alternate Wire Center Diversity options.

Inter-Wire Center (IWC) Diversity Example



In the IWC Diversity example above, there are two AT&T Dedicated Ethernet Service circuits between Customer Site A and Customer Site B as follows:

1. Circuit #1 is the normal path circuit and consists of two Port Connection charges.
2. Circuit #2 has the Inter-Wire Center Diversity feature to provide a diverse IWC path from circuit #1. Circuit #2 consists of two Port Connection charges plus an Inter-Wire Center Diversity charge.

ACCESS SERVICES

23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.1 Service Description

(E) Meet Point Arrangements

In some cases, the Telephone Company and another Incumbent Local Exchange Carrier (ILEC, sometimes referred to as an Independent Company or ICO) may agree to jointly provide service where such service will be provided to locations in both the Telephone Company's and the other ILEC's serving territories. In such cases, the Telephone Company and the other ILEC may mutually agree to meet at a location (i.e., meet point) utilizing facilities suitable for delivery of AT&T Dedicated Ethernet.

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The Telephone Company is responsible for the ordering, provisioning, billing and maintenance of such AT&T Dedicated Ethernet service up to the meet point.

The rates and charges for AT&T Dedicated Ethernet are applicable for the Telephone Company-provided portion of such service as follows:

1. One Port Connection charge applies for the portion of the circuit provided by the Telephone Company.
2. The Administrative Charge applies in full per order received.
3. The Design and Central Office Connection Charge applies in full per AT&T Dedicated Ethernet circuit.
4. The Customer Connection Charge applies for the termination of the Port Connection provided by the Telephone Company.

23.2.2 Types of Rates and Charges

(A) Non-recurring Charges

Non-recurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service) related to the provisioning of AT&T Dedicated Ethernet Service. The types of nonrecurring charges that apply for AT&T Dedicated Ethernet Service are:

- (1) Installation of Service: Nonrecurring charges apply to each service installed.
- (2) Installation of Optional Features and Functions: Nonrecurring charges apply for the installation of the optional features and functions available with AT&T Dedicated Ethernet Service. The charge applies whether the feature or function is installed coincident with the initial installation of service or at any time subsequent to the installation of the service.
- (3) Service Rearrangements: Service rearrangements are changes to existing (installed) services which do not result in either:
 - A change in the minimum period of the service, or
 - A change in the physical location of the point of termination at a Customer Site.

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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.2 Types of Rates and Charges

(B) Recurring Charges

Recurring Charges are rates that apply each month or fraction thereof that the service is provided. For billing purposes, each month is considered to have 30 days.

See Section 23.2.5 for Rates and Charges.

23.2.3 Ethernet Payment Plan (EPP)

(A) Standard Terms and Conditions

- (1) To subscribe to AT&T Dedicated Ethernet Service, the Customer must select an EPP term of either 12, 24, 36 or 60 months. The AT&T Dedicated Ethernet Service is not available to be subscribed to on a month-to-month basis.
- (2) During the Customer's EPP term, Telephone 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.
- (4) Customers may subscribe to the EPP Auto Renewal option at any time prior to expiration of their EPP term plan. EPP Auto Renewal provides for a continuation of the rates under the EPP term the Customer last completed for additional consecutive 12-month periods, subject to termination as provided below.

For instance, a Customer that has subscribed to the EPP Auto Renewal option prior to completion of a 60 month EPP term will continue to receive the 60 month EPP rate during each subsequent 12-month extension period.

EPP Auto Renewal will continue to automatically extend the Customer's term every year for an additional 12-month period unless either party provides written notice of its intent not to renew at least 60 days prior to the expiration of the initial EPP term or any additional 12-month period.

An Administrative Charge is applicable when Customers add or remove the EPP Auto Renewal option, unless other changes for which an Administrative Charge is applicable are also being performed.

Termination Liability will apply, as described in (7) below, for service disconnected during any 12-month extension period, based upon the number of months remaining in that 12-month extension period.

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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.3 Ethernet Payment Plan (EPP)

(A) Standard Terms and Conditions (Cont'd)

- (5) When an EPP term or subsequent 12-month extension period expires (and the Customer's term is not extended pursuant to the Auto Renewal option above), the Customer may select a new EPP term from among any EPP options which are then available to new Customers hereunder. EPP rates in effect at the time the new EPP term starts will apply. An Administrative Charge is applicable when Customers select a new EPP term.
- (6) The Monthly Extension Rates (MER) in Section 1.5 will apply when a Customer's EPP term or subsequent 12-month extension period expires (and the Customer's term is not extended pursuant to the Auto Renewal option above). The Customer will be billed the MER rates then in effect until such time as the Customer selects a new EPP term or the Service is terminated.
- (7) Termination Liability will apply if the service is disconnected prior to the end of the selected EPP term. 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:

**(EPP Monthly Recurring Rate) X (Months Remaining in EPP term) X (50%) =
Termination Liability Charge**

Example:

An AT&T Dedicated Ethernet Service Customer with a \$6,000.00 monthly rate terminates service after 24 months with 12 months remaining in a 36 month EPP term. The termination liability charge would be calculated as:

$\$6,000 \times 12 \times .50 = \$36,000.00$ Termination Liability

(8) Conversions

During the Customer's EPP term, conversions may be made to a new EPP term of the same or greater length, from among any EPP options which are then available to new Customers hereunder. The expiration date of the new EPP term must be beyond the expiration date of the original EPP term. With the conversion to the new EPP term, the Customer incurs no liability for the remaining months on the original EPP term.

An Administrative Charge is applicable when Customers select a new EPP term or change the length of an existing EPP term.

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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.3 Ethernet Payment Plan (EPP)

(B) Moves

Moves will be treated as a discontinuance of service and activation of new service. The previously waived non-recurring charges at the location(s) from which the circuit is being moved will be billed (if EPP term has not expired).

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

1. The move is limited to one end of the AT&T Dedicated Ethernet Service circuit moving to a different Customer Site. (RT, AT)
2. The Customer's existing service must have been in place for at least 12 months.
3. The Customer must select a new EPP with a term that is greater than or equal to the remainder of the existing EPP.
4. Orders from the Customer to disconnect the existing service and reestablish service at the new location must be placed by the same Customer and received by the Telephone Company on the same date.
5. No lapse in billing will occur for moves of service under an EPP. If the Customer requests that both the existing AT&T Dedicated Ethernet service and the new AT&T Dedicated 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.

(C) Upgrades

The following activities are considered Upgrades for AT&T Dedicated Ethernet service:

1. Upgrades of AT&T Dedicated Ethernet Service from a lower capacity to a higher-speed option (e.g., conversion from a 1Gbps to a 10Gbps speed option).
2. Same speed conversions of AT&T Dedicated Ethernet service (e.g. 10GE LAN PHY to 10GE WAN PHY, 40GE to OTU3, etc).
3. Replacement of AT&T Dedicated Ethernet Service with another Telephone Company provided service at a transport speed or capacity greater than the speed or capacity available with AT&T Dedicated Ethernet Service, or at the same transport speed or capacity as available with AT&T Dedicated Ethernet Service but with enhanced technology or functionality not available with AT&T Dedicated Ethernet Service.

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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.3 Ethernet Payment Plan (EPP)

(C) Upgrades (Con'td)

Upgrades will be treated as a discontinuance of service and activation of new service. The Customer must select an EPP term for the new circuit. The monthly rates for the new service will be those rates in effect at the time the new service is installed. 100% of any waived nonrecurring charges will apply if EPP term has not expired. The Customer will experience an out of service condition unless overlapping service is requested. Upgrades are contingent on availability of equipment and fiber facilities. Special Construction charges, as necessary, may apply.

EPP Termination Liability will not apply for upgrades, if all of the following conditions are met:

1. The new and existing services must be billed to the same Customer at the same Customer location; and
2. The Customer's existing AT&T Dedicated Ethernet Service must have been in place for at least 12 months; and
3. The EPP term for the new service must be equal to or greater than the remainder of the Customer's existing EPP term; and
4. The order for the new service and the disconnect order for the existing service must be placed by the Customer and received by the Telephone Company on the same date; and
5. If the Customer requests that both the existing AT&T Dedicated Ethernet 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; and
6. No lapse in service occurs.

23.2.4 Service Level Agreements (SLA)

(A) Credit Allowance for Service Interruptions

AT&T Dedicated Ethernet Service provides credits in the event of a service interruption. The amount of the credit depends on whether the AT&T Dedicated Ethernet service is unprotected or protected.

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Guidebook, or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer for reasons not attributable to the Customer. An interruption period starts when a service disruption of greater than ten (10) consecutive seconds is reported to the Telephone Company and the Telephone Company confirms that continuity of its service has been lost. An interruption period ends when the service is operative.

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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.4 Service Level Agreements (SLA)

(A) Credit Allowance for Service Interruptions (Cont'd)

The service interruption credits listed below are in lieu of, and not in addition to, the credit allowances for service interruptions provided for in the General Conditions Section of this Guidebook.

(1) Credit Allowance for Service Interruptions (For Unprotected Arrangements)

In case of an interruption to an unprotected AT&T Dedicated Ethernet Service circuit, an allowance for the period of interruption shall be calculated as follows: no credit shall be allowed for an interruption of less than 10 seconds. The Customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 10/8640 of the monthly charges for the affected AT&T Dedicated Ethernet Service circuit 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 percent of the applicable monthly rates for the affected circuit(s).

(2) Credit Allowance for Service Interruptions (Fully Protected)

A Service Level Agreement (SLA) of 99.999 percent Service Availability performance in each calendar month is provided for each fully protected AT&T Dedicated Ethernet Service circuit, subject to the limitations set forth herein.

An AT&T Dedicated Ethernet Service circuit is considered to be fully protected when the Port Protection Plus feature is selected on both ends (both Port Connections) of an AT&T Dedicated Ethernet Service circuit.

If this SLA is not met in any calendar month, the Customer will be entitled to a credit equal to 100 percent of the monthly rate for the Port Connections which were interrupted, including the protection feature rate elements associated with that Port Connection, not to exceed the total monthly charges for the affected circuit(s).

To qualify as a service interruption for the purposes of determining whether this Service Availability SLA has been met, any service interruption must be greater than ten (10) consecutive seconds and determined by the Telephone Company to be in its network.

The Customer is responsible for notifying the Telephone Company when the service parameter within the calendar month falls below the committed level. The Customer must request a service credit adjustment within 25 days after the end of the month when the failure occurred.

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23.2.4 Service Level Agreements (SLA)

(B) 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 Telephone 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) 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 Telephone Company;
- (3) Interruptions caused by the negligence of the Customer.
- (4) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (5) When the Telephone 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.
- (6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) Data loss during the Telephone Company's scheduled maintenance windows;
- (8) Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100% of the monthly recurring charge for the affected AT&T Dedicated Ethernet Service circuit(s).

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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.5 Rates and Charges

(A) Port Connection

Port Connection	USOC	12 months	24 months	36 months	60 months	Monthly Extension Rate
1Gbps Ethernet (1GE)	EYFNX	\$3,750.00	\$3,500.00	\$3,200.00	\$2,750.00	\$4,250.00
OTU1 (2.5Gbps)	EYFOX	\$7,500.00	\$7,000.00	\$6,400.00	\$5,500.00	\$8,500.00
10Gbps Ethernet (10GE):						
LAN-PHY	EYFNX	\$11,750.00	\$11,000.00	\$10,000.00	\$8,500.00	\$13,250.00
WAN-PHY	EYFNX	\$11,750.00	\$11,000.00	\$10,000.00	\$8,500.00	\$13,250.00
OTU2/OTU2e (10Gbps)	EYFOX	\$12,925.00	\$12,100.00	\$11,000.00	\$9,350.00	\$14,575.00
40Gbps Ethernet (40GE)	EYFNX	\$29,375.00	\$27,500.00	\$25,000.00	\$21,250.00	\$33,125.00
OTU3 (40Gbps)	EYFOX	\$29,375.00	\$27,500.00	\$25,000.00	\$21,250.00	\$33,125.00
100Gbps Ethernet (100GE)	EYFNX	\$41,125.00	\$38,500.00	\$35,000.00	\$29,750.00	\$46,375.00
OTU4 (100Gbps)	EYFOX	\$45,250.00	\$42,350.00	\$38,500.00	\$32,725.00	\$51,000.00

(B) Optional Features

(1) Port Protection Plus

Port Protection Plus	USOC	12 months	24 months	36 months	60 months	Monthly Extension Rate	NRC
1Gbps Ethernet (1GE)	DV9CX	\$3,950.00	\$3,675.00	\$3,360.00	\$2,900.00	\$4,500.00	\$1,000.00
10Gbps Ethernet (10GE) LAN-PHY / WAN-PHY:	DV9CX	\$13,600.00	\$12,700.00	\$11,550.00	\$9,825.00	\$15,300.00	\$1,000.00
OTU2/OTU2e (10Gbps)	DV9CX	\$13,600.00	\$12,700.00	\$11,550.00	\$9,825.00	\$15,300.00	\$1,000.00
40Gbps Ethernet (40GE)	DV9CX	\$35,250.00	\$33,000.00	\$30,000.00	\$25,500.00	\$39,750.00	\$1,000.00
OTU3 (40Gbps)	DV9CX	\$35,250.00	\$33,000.00	\$30,000.00	\$25,500.00	\$39,750.00	\$1,000.00
100Gbps Ethernet (100GE)	DV9CX	\$54,300.00	\$50,820.00	\$46,200.00	\$39,270.00	\$61,200.00	\$1,000.00
OTU4 (100Gbps)	DV9CX	\$54,300.00	\$50,820.00	\$46,200.00	\$39,270.00	\$61,200.00	\$1,000.00

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23.2 AT&T DEDICATED ETHERNET SERVICE

23.2.5 Rates and Charges

(B) Optional Features

(2) Reserved for Future Use

(3) Reserved for Future Use

(4) Port Diversity

Port Diversity	USOC	12 months	24 months	36 months	60 months	Monthly Extension Rate	NRC
All Speeds	DV9AX	\$1,000.00	\$875.00	\$800.00	\$700.00	\$1,100.00	\$450.00

(5) Alternate Wire Center (AWC) Diversity

Alternate Wire Center (AWC) Diversity	USOC	12 months	24 months	36 months	60 months	Monthly Extension Rate	NRC
All Speeds	CPAAX	\$1,125.00	\$1,000.00	\$950.00	\$825.00	\$1,275.00	\$625.00

(6) Inter-Wire Center (IWC) Diversity

Inter-Wire Center (IWC) Diversity	USOC	12 months	24 months	36 months	60 months	Monthly Extension Rate	NRC
All Speeds	DV9BX	\$750.00	\$700.00	\$650.00	\$550.00	\$850.00	\$450.00

(C) Installation and Rearrangement Charges

Non-Recurring Charges, all Speeds	USOC	NRC ⁽¹⁾
Administrative Charge (Per Order)	ORCMX	\$60.00
Design & Central Office Connection Charge (Per Circuit)	NRBCL	\$600.00
Customer Connection Charge (per Port Connection)	NRBBL	\$1,500.00

⁽¹⁾ The Administrative Charge, Design & Central Office Connection Charge, and Customer Connection Charges will be waived for new service installations subscribing to 24, 36 and 60-month EPP terms.