

**CALIFORNIA PUBLIC UTILITIES
COMMISSION**
Advice Letter Filing Summary Sheet
(PAL)

(Date Filed / Received Stamp by CPUC Industry Division)

Date AL served on parties: 06/26/2015

Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		<input type="checkbox"/> GRC-LEC <input checked="" type="checkbox"/> URF-Carrier <input type="checkbox"/> Other	
City, State, ZIP: San Francisco, CA 94105		<input type="checkbox"/> Commission Resolution Requested <input type="checkbox"/> Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 44629	Requested Effective Date: 06/26/2015	AL Tier I <input checked="" type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/>	
Name:	Email Address:	Phone No.:	Fax No.:
Filer Mark Berry	regtss@att.com	(415) 778-1497	(214) 486-1580
Certif.	regtss@att.com	(415) 778-1299	No. Tariff Sheets: 27

(Name, email address & Phone and FAX numbers are Required for "Filer")

Tariff Schedules: D, D12 **Keyword:** Service Changes
 For Contract Keyword, Type: Government Other Date Executed _____ Contract Total Rev (\$) _____

Subject of filing:
 (Service(s) included) Introduce AT&T Dedicated Ethernet

Authorization for filing:
 (Resolution #, Decision #, etc.) D.07-01-024, D.07-09-019

Affected services:
 (Other services affected, pending or replacement AL filings) _____

Rate Element(s) affected and % change:
 (Non-recurring and / or recurring) _____

Customer Notice Required (if so, please attach)

Notes/Comments:
 (Other information & reference to advice letter, etc.)

File Protest and/or Correspondence to:
 Director, Communications Division
 505 Van Ness Ave., San Francisco, CA 94102
and if you have email capability, ALSO email to:
TD_PAL@cpuc.ca.gov
Protest also must be served on utility:
 (see utility advice letter for more information)

GRC-LEC = Cost of Service LEC Carrier
URF-Carrier = Uniform Regulatory Framework Carrier
 (see D.06-08-030/D.07-09-019)
OTHER = Wireless (CMRS) Carrier

(FOR CPUC USE ONLY)

<input type="checkbox"/> Resolution Required <input type="checkbox"/> Executive Action Resolution Req'd. <input type="checkbox"/> TD Suspension on: ___ / ___ / ___ <input type="checkbox"/> Comm. Suspension on: ___ / ___ / ___ Resolution No.: T - _____ <i>Rev. 09/24/07</i>	Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



June 26, 2015

U 1001 C
Advice Letter No. 44629

Public Utilities Commission of the State of California

We attach for filing this Tier I advice letter to make the following changes in tariff sheets:

SCHEDULE CAL.P.U.C. NO. D.

6th Revised Table of Contents Sheet B.1

SCHEDULE CAL.P.U.C. NO. D12.

7th Revised Table of Contents Sheet A

Original Sheet 100

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AT&T CALIFORNIA

This filing revises Schedule Cal.P.U.C. Nos. D. General Table of Contents and D12. Special Access Service, to introduce a new service, AT&T Dedicated Ethernet. AT&T Dedicated Ethernet is a fiber based, point-to-point, Ethernet service that allows customers to transport data signals between two locations. AT&T Dedicated Ethernet can be used to transport data as a native Ethernet signal or embedded within an Optical Transport Network (OTN) signal.

In compliance with General Order 96-B, we are serving a copy of this advice letter and related tariff sheets to interested parties who have requested. This advice letter with attachments may be viewed on AT&T California's Web-Site at <https://ebiznet.att.com/calreg/>. If there are any questions regarding the distribution of this advice letter, call 415.778.1299.

This filing will not increase any rate or charge, cause the withdrawal of service, nor conflict with other schedules or rules.

Anyone may object to this advice letter, which was filed June 26, 2015, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 1st Floor, San Francisco, CA 94108 (fax number 214-486-1580). If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

This filing is effective June 26, 2015.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Tariffs)

Via e-mail

regtss@att.com
ajbily@aol.com
alp@msk.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bnusbaum@turn.org
bwilde@creatint.com
capt_alex@msn.com
channing@tobinlaw.us
cmailloux@turn.org
daniel.ostroff@xo.com
danwaggoner@dwt.com
dcarter@dialink.com
debbieb@stcg.net
deyoung@caltel.org
eric.votaw@mossadams.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoi@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
katherine.mudge@covad.com
kathy.mcmahon@sprint.com

kim.dorsey@ucop.edu
ksalazar@telekenex.com
leh@cpuc.ca.gov
lindab@stcg.net
lorrie.bernstein@mossadams.com
lroller@ponderosatel.com
lsaldana@czn.com
mgo@goodinmacbride.com
mgomez1@bart.gov
mindyd@ponderosatel.com
mmattes@nossaman.com
nastelpp@sbcglobal.net
nlubamersky@telepacific.com
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
sbergum@ddtp.org
schindler.julie@bls.gov
sedwards@bluecasa.com
truckee25@aol.com
warner@ucsc.edu
ysmythe@caltel.com
ztc@cpuc.ca.gov
zx422@yahoo.com

Commission-Maintained Service List for "Changes in rates, terms and conditions of service, or initiation of new service" found at:

<https://ia.cpuc.ca.gov/als/exportlist.aspx?listid=1>

OTHER SERVICES

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D14. CANCELLED	

NOTE 1: Withdrawn Multi-service Optical Network (MON) Point to Point Service effective September 19, 2005. See General Regulations, Schedule Cal.P.U.C. No. 175-T, 2.1.4,F.

NOTE 2: Effective December 1, 2012, MON Ring Service is Grandfathered. For additional information, see D12.2., Limited Offer.

NOTE 3: FibreMAN Service is withdrawn effective December 12, 2014.

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

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NOTE 1: MON Ring Grandfathered effective December 1, 2012. See 12.2, Limited Offer.

NOTE 2: FibreMAN® Service is withdrawn effective December 12, 2014.

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET

(N)

12.5.1 SERVICE DESCRIPTION

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

AT&T Dedicated Ethernet 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. Unless otherwise specified in this Section, the general terms and conditions of this Tariff apply to AT&T Dedicated Ethernet (e.g., D2. General Regulations).

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.

Rates and charges for the Port Connection are provided in paragraph 12.5.5.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

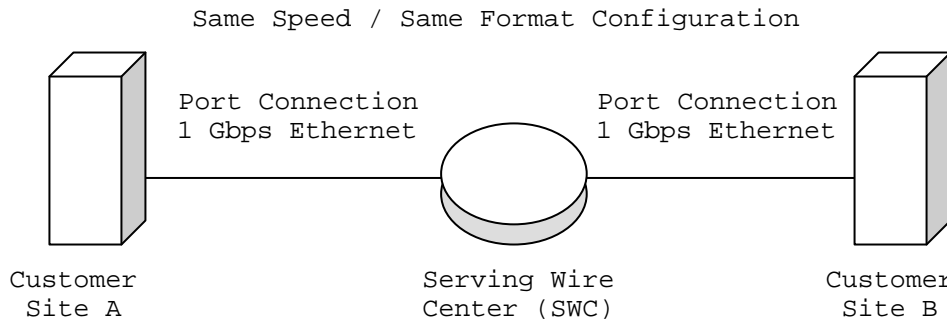
12.5.1 SERVICE DESCRIPTION (Cont'd)

C. Port Connection (Cont'd)

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

a. 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)



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

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.1 SERVICE DESCRIPTION (Cont'd)

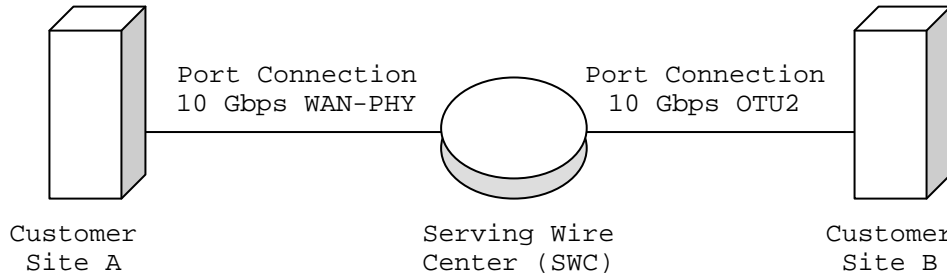
C. Port Connection (Cont'd)

AT&T Dedicated Ethernet is available with the following Port Connection configurations: (Cont'd)

b. 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 where 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.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd) (N)

12.5.1 SERVICE DESCRIPTION (Cont'd)

D. Protection and Diversity Options

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

Protection Options

- Port Protection Plus

Diversity Options

- 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 as set forth in Schedule Cal.P.U.C. No. 175-T, Section 15 may apply.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.1 SERVICE DESCRIPTION (Cont'd)

D. Protection and Diversity Options (Cont'd)

1. Protection Options

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

Limitations:

- Protection is not available for same speed / different format circuit configurations.

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

a. Port Protection Plus

Port Protection Plus is an end-to-end (fully protected) protection option that offers a duplicate AT&T Dedicated Ethernet 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.

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.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.1 SERVICE DESCRIPTION (Cont'd)

D. Protection and Diversity Options (Cont'd)

2. Diversity Options

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:

- Port Diversity and Alternate Wire Center Diversity cannot be selected at the same Customer Site location for the same AT&T Dedicated Ethernet Port Connection.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.1 SERVICE DESCRIPTION (Cont'd)

D. Protection and Diversity Options (Cont'd)

2. Diversity Options (Cont'd)

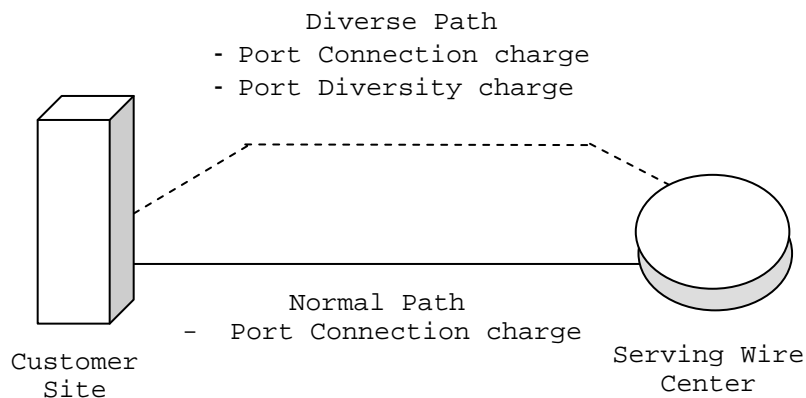
The following Diversity options are available for AT&T Dedicated Ethernet:

a. Port Diversity

Port 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 Port Connections at the same Customer Site and its serving wire center.

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.



(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.1 SERVICE DESCRIPTION (Cont'd)

D. Protection and Diversity Options (Cont'd)

2. Diversity Options (Cont'd)

The following Diversity options are available for AT&T Dedicated Ethernet: (Cont'd)

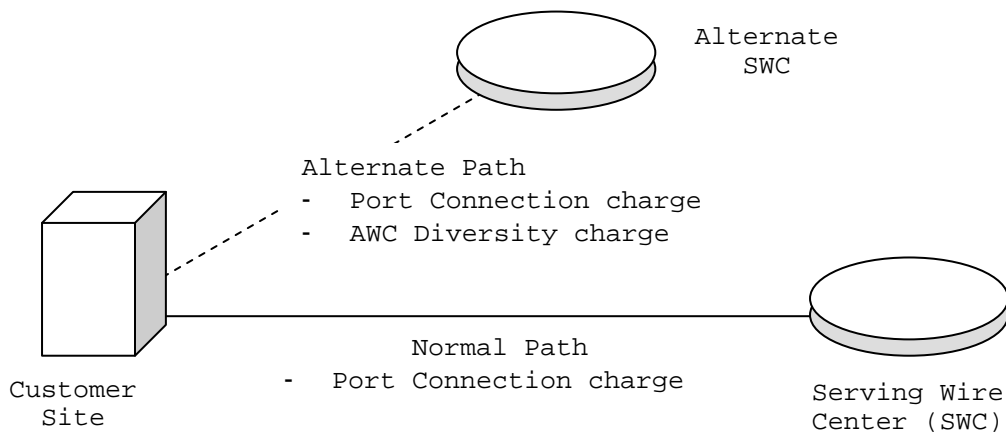
b. Alternate Wire Center Diversity

(1) 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 Port Connections at the same Customer Site whereby the normal path is routed to its normal serving wire center and the diverse path is routed to an alternate wire center.

The Company will choose the alternate wire center that is capable of providing AT&T Dedicated Ethernet over the alternate route.

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.



(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.1 SERVICE DESCRIPTION (Cont'd)

D. Protection and Diversity Options (Cont'd)

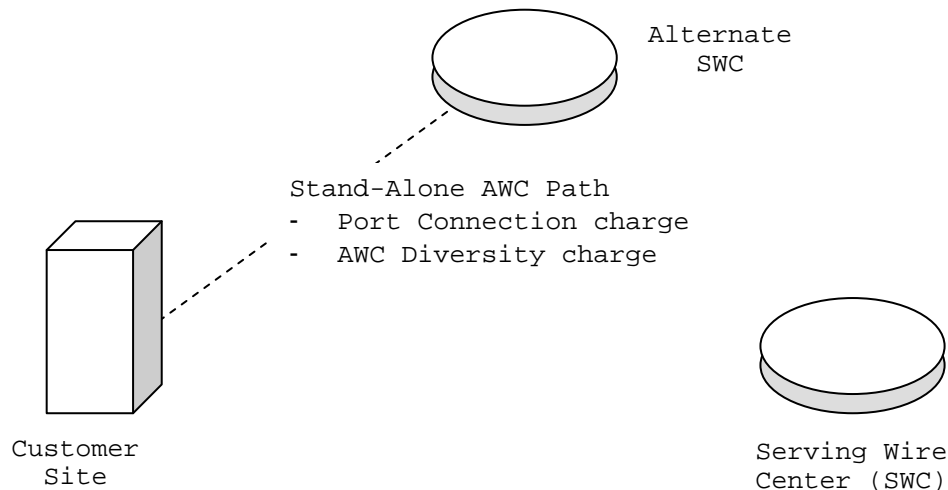
2. Diversity Options (Cont'd)

b. Alternate Wire Center Diversity (Cont'd)

(2) 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 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.



The Port Connection is routed to a SWC other than its normal SWC in a Stand-Alone AWC arrangement.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.1 SERVICE DESCRIPTION (Cont'd)

D. Protection and Diversity Options (Cont'd)

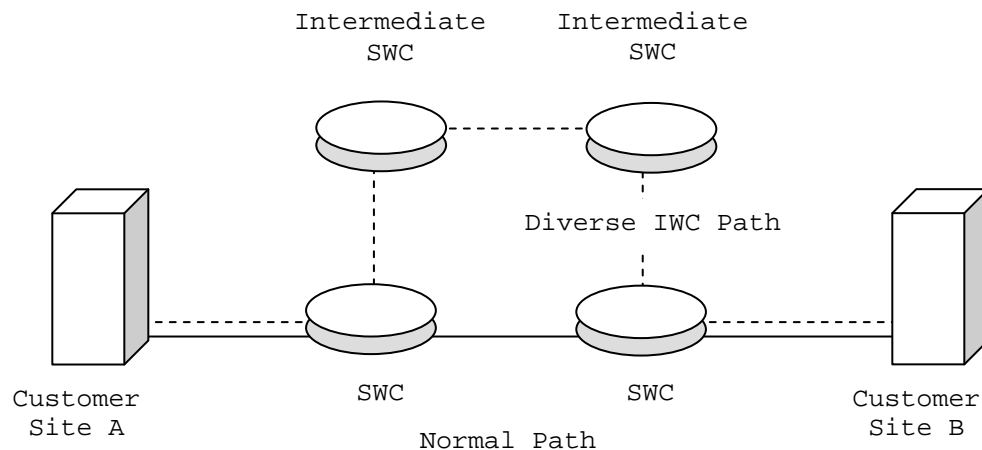
2. Diversity Options (Cont'd)

c. Inter-Wire Center (IWC) Diversity

Inter-Wire Center 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.

Inter-Wire Center (IWC) Diversity requires the Customer to purchase duplicate Port Connections from each Customer Site to each serving wire center. An Inter-Wire Center Diversity charge applies to the AT&T Dedicated Ethernet circuit designated with the diverse IWC path.

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.



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

- Circuit #1 is the normal path circuit and consists of two Port Connection charges.
- 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.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.1 SERVICE DESCRIPTION (Cont'd)

E. Meet Point Arrangements

Meet Point Arrangements are not supported for AT&T Dedicated Ethernet. (N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.2 TYPES OF RATES AND CHARGES

Nonrecurring Charges

Nonrecurring 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. The types of nonrecurring charges that apply for AT&T Dedicated Ethernet are:

Installation of Service: Nonrecurring charges apply to each service installed.

The *Administrative Charge* is a nonrecurring charge that applies for each service order.

A *Design and Central Office Connection Charge* applies any time a customer-initiated order for service requires engineering design and/or connection or changes at the Company central office. This charge applies once per circuit.

A *Customer Connection Charge* applies any time a customer-initiated order for service requires connection or changes to a Port Connection. This charge applies once per Port Connection affected by the order.

Installation of Optional Features and Functions: Nonrecurring charges apply for the installation of the optional features and functions available with AT&T Dedicated Ethernet. 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.

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

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 paragraph 12.5.5, following, for Rates and Charges.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.3 ETHERNET PAYMENT PLAN (EPP)

A. Standard Terms and Conditions

1. To subscribe to AT&T Dedicated Ethernet, the Customer must select one of the following EPP options: 12 Months, 24 Months, 36 Months and 60 Months. AT&T Dedicated Ethernet is not available to be subscribed to on a month-to-month basis.
2. 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.
3. 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 paragraph 12.5.3.A.6 below, for service disconnected during any 12 month extension period, based upon the number of months remaining in that 12 month extension period.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.3 ETHERNET PAYMENT PLAN (EPP) (Cont'd)

A. Standard Terms and Conditions (Cont'd)

4. 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.
5. The Monthly Extension Rates in paragraph 12.5.5. *Rates and Charges* 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 Monthly Extension rates then in effect until such time as the Customer selects a new EPP or the service is terminated.
6. 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:

$$\text{Termination Liability Charge} = (\text{EPP Monthly Recurring rate}) \times (\text{months remaining in EPP term}) \times (50\%)$$

Example:

An AT&T Dedicated Ethernet Customer with a \$6,000.00 monthly rate terminates service after 2 years with 1 year (12 months) remaining in a 3 year EPP. The termination liability charge would be calculated as:

$$\text{Termination Liability Charge} = \$6,000 \times 12 \times .50 = \$36,000.00$$

7. 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.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.3 ETHERNET PAYMENT PLAN (EPP) (Cont'd)

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:

- The move is limited to one end of the AT&T Dedicated Ethernet circuit to a different Customer Site in the same LATA.
- 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 same 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 Dedicated Ethernet circuit and the new AT&T Dedicated Ethernet circuit 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 circuits during the period of overlapping service.
- Spare facilities and equipment must be available or *Special Construction* charges, as set forth in this Tariff, shall apply.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.3 ETHERNET PAYMENT PLAN (EPP) (Cont'd)

C. Upgrades

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

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

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.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.3 ETHERNET PAYMENT PLAN (EPP) (Cont'd)

C. Upgrades (Cont'd)

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

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

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.4 SERVICE LEVEL AGREEMENTS (SLAs)

A. Credit Allowance for Service Interruptions

AT&T Dedicated Ethernet provides credits in the event of a service interruption. The amount of the credit depends on whether AT&T Dedicated Ethernet 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 Tariff, or in the event that the protective controls applied by the 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 Company and the Company confirms that continuity of its service has been lost. An interruption period ends when the service is operative.

The service interruption credits listed below are in lieu of, and not in addition to, the credit allowances for service interruptions provided under this Tariff.

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

In case of an interruption to an unprotected AT&T Dedicated Ethernet 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.
- Credit will be provided for an interruption of 10 seconds or more at the rate of 10/8640 of the monthly charges for the affected AT&T Dedicated Ethernet 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).

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.4 SERVICE LEVEL AGREEMENTS (SLAs)

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

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 circuit, subject to the limitations set forth herein.

An AT&T Dedicated Ethernet 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 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 Company to be in its network.

The Customer is responsible for notifying the 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.

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.4 SERVICE LEVEL AGREEMENTS (SLAs) (Cont'd)

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:

- 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;
- 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;
- Interruptions caused by the negligence of the Customer.
- Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- 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.
- Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- Data loss during the Company's scheduled maintenance windows;
- 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 circuit(s).

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.5 RATES AND CHARGES

<u>Description</u>	<u>USOC</u>	Monthly Payment <i>Ethernet Payment Plans</i>				Monthly Extension <u>Rate</u>
		<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>	
<i>Port Connection</i>						
1 Gbps Ethernet	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
<i>10 Gbps Ethernet</i>						
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
<i>OTU2/2e</i>						
(10Gbps)	EYFOX	12,925.00	12,100.00	11,000.00	9,350.00	14,575.00
<i>40 Gbps</i>						
Ethernet	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
<i>100 Gbps</i>						
Ethernet	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

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.5 RATES AND CHARGES (Cont'd)

Description <u>USOC</u>	Monthly Payment <i>Ethernet Payment Plans</i>				Monthly Extension <u>Rate</u>	Nonrecurring <u>Charge</u>
	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>		
<i>Optional Features</i>						
<i>Protection Options</i>						
<i>Port Protection Plus (USOC: DV9CX)</i>						
1 Gbps Ethernet	\$3,950.00	\$3,675.00	\$3,360.00	\$2,900.00	\$4,500.00	\$1,000.00
10 Gbps Ethernet						
LAN-PHY	13,600.00	12,700.00	11,550.00	9,825.00	15,300.00	1,000.00
WAN-PHY	13,600.00	12,700.00	11,550.00	9,825.00	15,300.00	1,000.00
OTU2/2e						
(10Gbps)	13,600.00	12,700.00	11,550.00	9,825.00	15,300.00	1,000.00
40 Gbps						
Ethernet	35,250.00	33,000.00	30,000.00	25,500.00	39,750.00	1,000.00
OTU3 (40Gbps)	35,250.00	33,000.00	30,000.00	25,500.00	39,750.00	1,000.00
100 Gbps						
Ethernet	54,300.00	50,820.00	46,200.00	39,270.00	61,200.00	1,000.00
OTU4 (100Gbps)	54,300.00	50,820.00	46,200.00	39,270.00	61,200.00	1,000.00

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.5 RATES AND CHARGES (Cont'd)

Reserved for future use

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd)

(N)

12.5.5 RATES AND CHARGES (Cont'd)

Description <u>USOC</u>	Monthly Payment <i>Ethernet Payment Plans</i>				Monthly Extension <u>Rate</u>	Nonrecurring <u>Charge</u>
	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>		
<i>Optional Features (cont'd)</i>						
Diversity Options						
<i>Port Diversity (USOC: DV9AX)</i>						
All speeds	\$1,000.00	\$875.00	\$800.00	\$700.00	\$1,100.00	\$450.00
<i>Alternate Wire Center (AWC) Diversity (USOC: CPAAX)</i>						
All speeds	1,125.00	1,000.00	950.00	825.00	1,275.00	625.00
<i>Inter-Wire Center (IWC) Diversity (USOC: DV9BX)</i>						
All speeds	750.00	700.00	650.00	550.00	850.00	450.00

(N)

Continued

OTHER SERVICES

D12. SPECIAL ACCESS SERVICE

12.5 AT&T DEDICATED ETHERNET (Cont'd) (N)

12.5.5 RATES AND CHARGES (Cont'd)

<u>Description</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>
<i>Installation and Rearrangement Charges</i>		
Administrative Charge ¹ - per Order	ORCMX	\$60.00
Design & Central Office Connection Charge ¹ - per Circuit	NRBCL	600.00
Customer Connection Charge ¹ - per Port Connection	NRBBL	1,500.00

Note 1: The Nonrecurring Charges will be waived for Customers selecting the 24 Months, 36 Months, or 60 Months Ethernet Payment Plan period for new service.

(N)

Continued