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TELEPORT COMMUNICATIONS AMERICA, LLC

ACCESS SERVICES

STATE OF SOUTH DAKOTA

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ACCESS SERVICES

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SECTION 9
ORIGINAL PAGE 1

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9. AT&T DEDICATED ETHERNET SERVICE

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.

In addition, General Regulations found in Section 2 apply, unless specified herein. The following General Regulations do not apply to AT&T Dedicated Ethernet Service:

<u>Section</u>	<u>Description</u>
2.4.1	Description of Rates and Charges
2.4.5	Credit Allowance for Service Interruptions
2.4.8	Ordering, Rating and Billing of Access Services Where More Than One Local Telephone Company is Involved
2.4.11	Moves, Adds and Changes
2.8	Service Availability and Rating Information
2.12	Automatic Number Identification Terms and Conditions
2.13	Ordering Options for Access Services

9.1 SERVICE DESCRIPTION

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

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

9.2 GEOGRAPHIC AVAILABILITY

AT&T Dedicated Ethernet Service provides intraLATA transport service where suitable equipment and facilities are available in selected areas within the LATAs served by the Company.

Where facilities are not available, facilities may be constructed, subject to certain conditions as determined by the Company. Special Construction charges may apply as provided in the General Regulations (Section 2) of this Tariff.

9. AT&T DEDICATED ETHERNET SERVICE

9.3 STANDARD RATE ELEMENTS

9.3.1 Port Connection

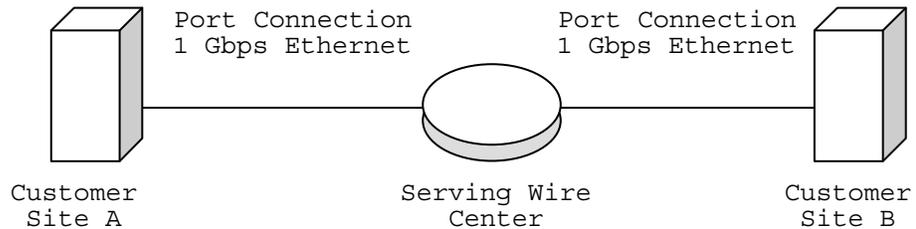
The Port Connection is the standard rate element that includes the service interface (point of demarcation) at the Customer-designated premises (Customer Site), any network termination equipment (NTE) placed at the Customer Site, and the physical transport facilities from the Customer Site to the AT&T 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 Company building (e.g., Carrier Point-of Presence, etc.).

A. Port Connection Configurations

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.

9. AT&T DEDICATED ETHERNET SERVICE

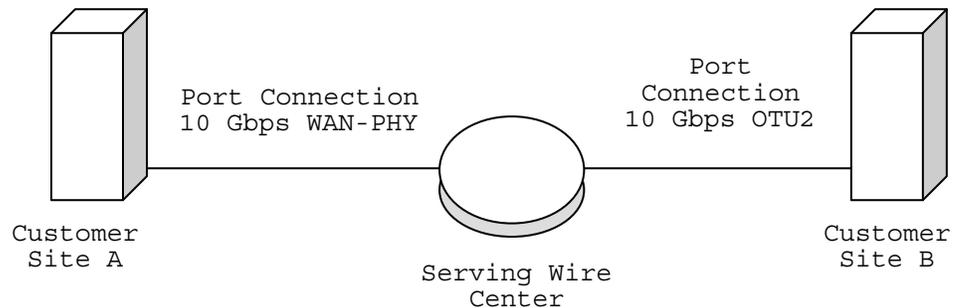
9.3 STANDARD RATE ELEMENTS (continued)

9.3.1 Port Connection (continued)

A. Port Connection Configurations (continued)

Same Format/Different Format

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



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

9.3.2 Diversity Options

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

- Port Diversity
- Alternate Wire Center Diversity
- Inter-Wire Center Diversity

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 the General Regulations (Section 2) of this Tariff.

9. AT&T DEDICATED ETHERNET SERVICE

9.3 STANDARD RATE ELEMENTS (continued)

9.3.2 Diversity Options (continued)

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 Service Port Connection.

9. AT&T DEDICATED ETHERNET SERVICE

9.3 STANDARD RATE ELEMENTS (continued)

9.3.2 Diversity Options (continued)

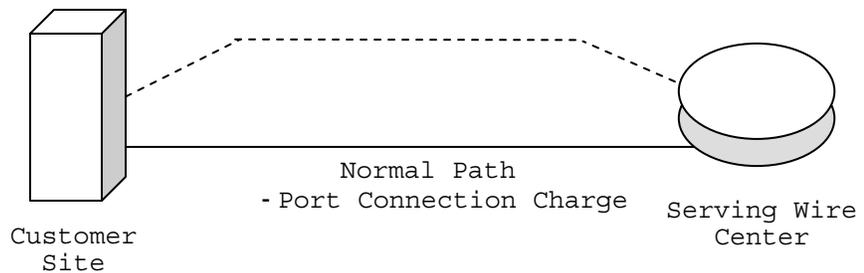
A. Port Diversity

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 Service 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.

- Diverse Path
- Port Connection Charge
 - Port Diversity Charge



9. AT&T DEDICATED ETHERNET SERVICE

9.3 STANDARD RATE ELEMENTS (continued)

9.3.2 Diversity Options (continued)

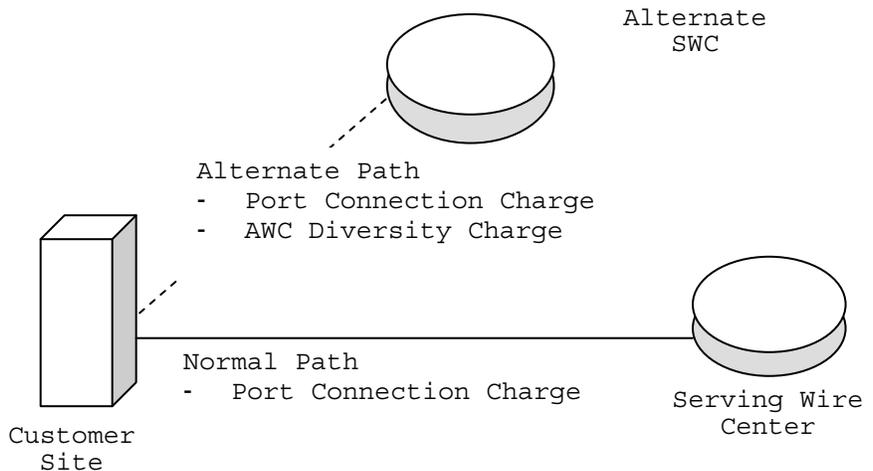
B. Alternate Wire Center Diversity

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 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 Service 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.



9. AT&T DEDICATED ETHERNET SERVICE

9.3 STANDARD RATE ELEMENTS (continued)

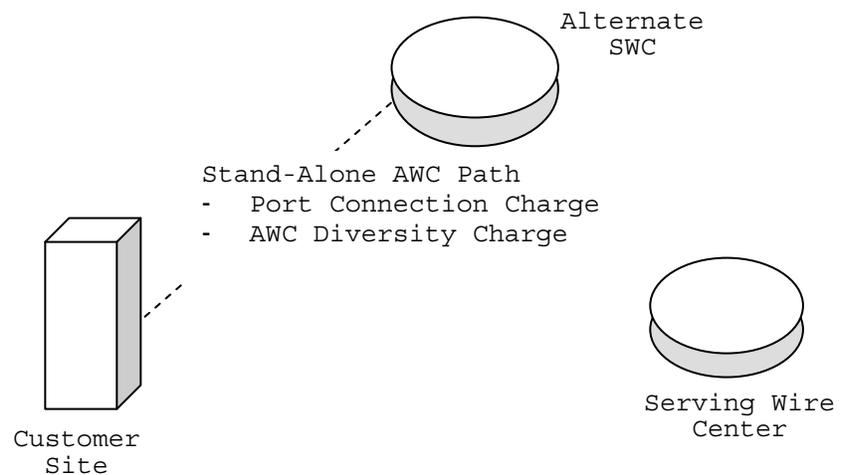
9.3.2 Diversity Options (continued)

B. Alternate Wire Center Diversity (continued)

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 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.



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

9. AT&T DEDICATED ETHERNET SERVICE

9.3 STANDARD RATE ELEMENTS (continued)

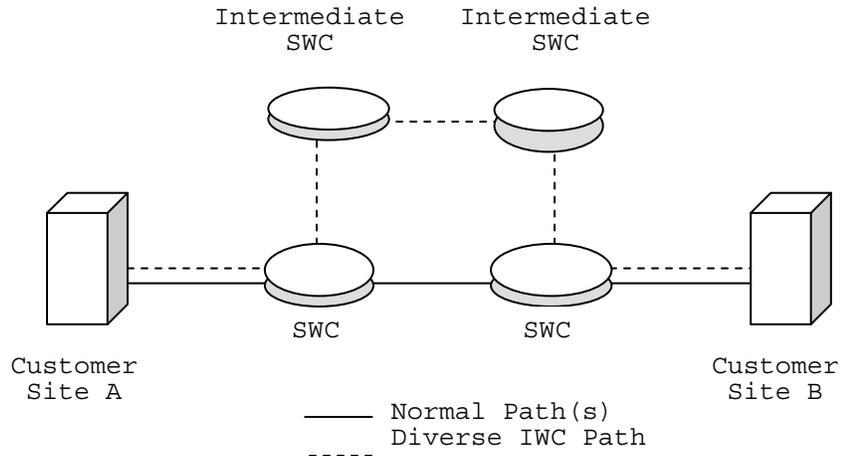
9.3.2 Diversity Options (continued)

C. Inter-Wire Center (IWC) Diversity

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.

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

The IWC 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 Service 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 IWC Diversity feature to provide a diverse IWC path from Circuit #1. Circuit #2 consists of two Port Connection Charges plus an IWC Diversity Charge.

9. AT&T DEDICATED ETHERNET SERVICE

9.4 SERVICE LEVEL AGREEMENTS (SLAs)

9.4.1 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.

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 for in the General Regulations (Section 2) of this Tariff.

A. Credit Allowance for Service Interruptions (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.
- 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 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).

B. Reserved For Future Use

9. AT&T DEDICATED ETHERNET SERVICE

9.4 SERVICE LEVEL AGREEMENTS (SLAs) (continued)

9.4.2 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 Service circuit(s).

9. AT&T DEDICATED ETHERNET SERVICE

9.5 GENERAL PROVISIONS

9.5.1 Payment, Billing and Calculation of Charges

A. General Charges and Fees

Gross Receipts Tax Allotment

When utility or telecommunications assessments, franchise fees, privilege, license, occupational, excise, or other similar taxes or fees, based on receipts or assets are imposed by certain taxing jurisdictions upon AT&T or upon LECs and passed on to AT&T through or with access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The Gross Receipts Tax Allotment applicable to Customer for a given taxing jurisdiction is equal to the applicable Tax Factor (which may vary from time to time), multiplied by the net charges for the services subject to such taxes or fees provided to and billed to each Customer Site in such a taxing jurisdiction. The bill display name for and the amount of the Gross Receipts Tax Allotment may vary from state to state.

B. Miscellaneous Charges

1. Return Check Fee

A Return Check Fee may be applied to Customer's bill for each occasion that a check, bank draft, or an electronic funds transfer item is returned for the reason of insufficient funds or no account. See the Price List for the current charge.

2. Access Arbitrage Fee

The Access Arbitrage Fee applies if Customer engages in Access Arbitrage. The Access Arbitrage Fee, as stated in the Price List, is for each minute of use of long distance service for High Cost Calls in excess of 7.37%.

9. AT&T DEDICATED ETHERNET SERVICE

9.5 GENERAL PROVISIONS (continued)

9.5.2 Access Arbitrage

Using any service provided by the Company in connection with Access Arbitrage is considered an abuse and is prohibited. Access Arbitrage is a scheme or device to profit by exploiting differences between the cost of originating or terminating access (as charged to interexchange or international carriers) and the pricing of long distance service provided by a Company affiliate. Access Arbitrage includes:

- using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to the Company calls that are characterized by a greater discrepancy between the access costs and the price charged by a Company affiliate long distance provider.
- using a Company affiliate long distance telephone services (such as AT&T SDN OneNet Service, Virtual Telecommunications Network Service or AT&T BVoIP Service) as a substitute for, or to avoid, originating or terminating switched exchange access obtained from local exchange providers, for the origination or termination of domestic calls originated over the network of another carrier (through 1+ access, special access, carrier access code dial around, or otherwise);
- Routing calls through a call processing system such that the percentage of High Cost minutes routed to the Company using the service is more than 11.1%;
- Segregating calls within another carrier's network or a call processing system to systematically route calls to the Company where the access costs exceed the price of long distance service provided by a Company affiliate.
- Transporting intrastate or intra-country traffic into a different state or country in order to cause the traffic to be rated by the Company at a lower rate than would otherwise apply.

9. AT&T DEDICATED ETHERNET SERVICE

9.5 GENERAL PROVISIONS (continued)

9.5.2 Access Arbitrage (continued)

If the Company reasonably suspects that a service provided under this Tariff is being used in connection with Access Arbitrage, Customer will permit the Company to inspect the premises from which the calls originate (as reflected in the Company's records) and will cooperate reasonably with the Company's efforts to investigate the manner in which calls are being routed to the Company.

For purposes of this provision:

- "High Cost Calls" are calls that originate or terminate at numbers for which the originating or terminating switched exchange access cost per minute exceeds \$0.025 (or the benchmark rate for Competitive Local Exchange Carrier's interstate switched exchange access services established by the Commission, if lower than \$0.025).
- The originating or terminating switched exchange access cost per minute will be the sum of the per minute charges imposed by the originating or terminating Local Exchange Carrier, plus the prorated portion of all other charges imposed by the originating or terminating Local Exchange Carrier for originating or terminating switched exchange access, expressed on a cost per minute basis.

If the percentage of High Cost minutes routed to the Company using the service is more than the percentage set forth above, and the Company's investigation shows that any such calls are originated over the network of another interexchange carrier or routed through a call processing system, then all such calls will be presumed to be Access Arbitrage.

If Customer violates this provision, the Access Arbitrage Fee will apply. In addition, the Company may immediately restrict, suspend or discontinue Customer's use of any service used in connection with Access Arbitrage upon notice of such violation to Customer. Further, the Company may prevent conversion to another Company service arrangement of any facility used to provide a service in violation of this provision.

9. AT&T DEDICATED ETHERNET SERVICE

9.5 GENERAL PROVISIONS (continued)

9.5.3 Connections

A. Responsibilities of Customer

Customer is responsible for any equipment or services not provided by AT&T and connected to services provided by AT&T. Any equipment or services connected to services provided by AT&T must comply with AT&T's interface requirements and with Part 68 of the F.C.C. Rules (47 C.F.R. Part 68), to the extent applicable.

B. Testing and Maintenance

If a trouble condition occurs, Customer must determine if the fault is in the equipment or services not provided by AT&T. AT&T will test and maintain only service provided by AT&T. AT&T testing of service usually will be performed remotely. If AT&T does dispatch a repair person, at Customer's request, to the Customer Site to perform tests or repairs in connection with a Customer-reported trouble, and testing discloses that the AT&T service is working correctly, then a Maintenance of Service Charge or other administrative charge may apply.

C. Changes

AT&T is not responsible to Customer or any other party if a change in AT&T's Service Components, operations, or procedures, (a) affects any equipment or services provided by others, or (b) requires their modification or upgrade in order to be used with AT&T service. AT&T is not obligated to alter or modify AT&T service because of additions or changes to equipment or service not provided by AT&T.

9. AT&T DEDICATED ETHERNET SERVICE

9.5 GENERAL PROVISIONS (continued)

9.5.4 Special Construction

A. No License Granted

No license under patents (other than the limited license to use) is granted by AT&T or shall be implied or arise by estoppel, with respect to any plant constructed or utilized under this Tariff.

B. Cancellation of Orders

Information regarding availability of suitable facilities for a service may not be known until after the order is placed with AT&T or the underlying service provider, or after initial Special Construction charges have been identified and paid. The Customer may be notified that additional Special Construction charges apply to the order. No facilities construction will begin until the Customer has agreed in writing to pay the Special Construction charges initially identified. If Customer does not agree to pay the Special Construction charges, either upon the initial notification or upon being notified of any subsequent changes in the Special Construction charges, the order for the service giving rise to such Special Construction charges will be considered cancelled (and, where such service has been ordered for the express purpose of being connected to another AT&T Service, Customer may also cancel its order for such other AT&T Service). In such a case, AT&T will not charge Customer a cancellation charge or early termination charge, unless the underlying service provider charges AT&T a cancellation charge. If Customer does agree to pay the Special Construction charges and thereafter cancels the order for the service (other than as a result of being notified of subsequent changes to the Special Construction charges), a cancellation charge will apply, which shall include (in addition to any amounts otherwise payable on account of such cancellation) all non-recoverable costs incurred by AT&T for the Special Construction.

9. AT&T DEDICATED ETHERNET SERVICE

9.6 TYPES OF RATES AND CHARGES

9.6.1 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 Non-Recurring charges that apply for AT&T Dedicated Ethernet Service are:

Installation of Service

A charge which applies to each service installed.

Administrative Charge

A charge which applies for each service order.

Design and Central Office Connection Charge

A charge which 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.

Customer Connection Charge

A charge which 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

Non-Recurring 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.

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.

9.6.2 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.

9. AT&T DEDICATED ETHERNET SERVICE

9.7 ETHERNET PAYMENT PLAN (EPP)

9.7.1 EPP Eligibility

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.

9.7.2 Non-Recurring Installation Charges

Non-Recurring Installation Charges shown in the Price List section will be waived for Customers subscribing to new service under an EPP of 24 months or greater.

9.7.3 EPP Term

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.

9.7.4 Reserved For Future Use

9. AT&T DEDICATED ETHERNET SERVICE

9.7 ETHERNET PAYMENT PLAN (EPP) (continued)

9.7.5 Termination Liability

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:

$(\text{EPP Monthly Recurring Rate}) \times (\text{Months Remaining in EPP term}) \times (50\%) = \text{Termination Liability Charge}$

Example:

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

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

9.7.6 Expiration of EPP Term

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 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.

9.7.7 Term Extension

The Monthly Extension Rates (MER) will apply when a Customer's EPP term expires. The Customer will be billed the MER rates then in effect until such time as the Customer selects a new EPP or the Service is terminated.

9. AT&T DEDICATED ETHERNET SERVICE

9.7 ETHERNET PAYMENT PLAN (EPP) (continued)

9.7.8 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.

9.7.9 Administrative Charge

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

9.7.10 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 Service 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 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.

9. AT&T DEDICATED ETHERNET SERVICE

9.7 ETHERNET PAYMENT PLAN (EPP) (continued)

9.7.11 Upgrades

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

- Upgrades of AT&T Dedicated Ethernet Service from a lower capacity to a higher-capacity speed option (e.g., conversion from a 1 Gbps to a 10 Gbps speed option).
- Same speed conversions of AT&T Dedicated Ethernet Service (e.g. 10GE LAN-PHY to 10GE WAN-PHY, 40GE to OTU3, etc.)
- Replacement of AT&T Dedicated Ethernet Service with 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.

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 non-recurring 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. Other Special Construction charges, as necessary, may apply.

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 Service 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 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
- No lapse in service occurs.

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9. AT&T DEDICATED ETHERNET SERVICE

RATES AND CHARGES

9.3.1 Port Connection

Description	USOC	Monthly Recurring Charge				Monthly Extension Rate
		12 Months	24 Months	36 Months	60 Months	
1 Gbps Ethernet	EYFNX	\$3,750	\$3,500	\$3,200	\$2,750	\$4,250
OTU1 (2.5Gbps)	EYFOX	7,500	7,000	6,400	5,500	8,500
10 Gbps Ethernet						
LAN-PHY	EYFNX	11,750	11,000	10,000	8,500	13,250
WAN-PHY	EYFNX	11,750	11,000	10,000	8,500	13,250
OTU2/2e (10Gbps)	EYFOX	12,925	12,100	11,000	9,350	14,575
40 Gbps Ethernet	EYFNX	29,375	27,500	25,000	21,250	33,125
OTU3 (40Gbps)	EYFOX	29,375	27,500	25,000	21,250	33,125
100 Gbps Ethernet	EYFNX	41,125	38,500	35,000	29,750	46,375
OTU4 (100Gbps)	EYFOX	45,250	42,350	38,500	32,725	51,000

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9. AT&T DEDICATED ETHERNET SERVICE

RATES AND CHARGES (continued)

9.3.2 Diversity Options

Description	Monthly Recurring Charge				Monthly Extension Rate	Non-Recurring Charge
	12 Months	24 Months	36 Months	60 Months		
Port Diversity (DV9AX)						
All Speeds	\$1,000	\$ 875	\$ 800	\$ 700	\$1,100	\$ 450
Alternate Wire Center (AWC) Diversity (CPAAX)						
All Speeds	\$1,125	\$1,000	\$ 950	\$ 825	\$1,275	\$ 625
Inter-Wire Center (IWC) Diversity (DV9BX)						
All Speeds	\$ 750	\$ 700	\$ 650	\$ 550	\$ 850	\$ 450

9. AT&T DEDICATED ETHERNET SERVICE

RATES AND CHARGES (continued)

9.5.1 Payment, Billing and Calculation of Charges

B. Miscellaneous Charges

1) Check Return Fee

Per occasion	\$25.00
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2) Access Arbitrage Fee

Per each minute of use of long distance service for High Cost Calls in excess of 7.37%	\$0.05
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9. AT&T DEDICATED ETHERNET SERVICE

RATES AND CHARGES (continued)

9.6.1 Installation and Rearrangement Charges

Description	USOC	Non-Recurring Charge
Administrative Charge ¹		
- Per Order	ORCMX	\$ 60.00
Design & Central Office Connection Charge ¹		
- Per Circuit	NRBCL	600.00
Customer Connection Charge ¹		
- Per Termination	NRBBL	1,500.00

¹ The Non-Recurring Charges will be waived for Customers selecting the 24 Month, 36 Month or 60 Month Ethernet Payment Plan period for new service.