

SECTION 2 - Service Description

AT&T Switched Ethernet ServiceSM

The AT&T Switched Ethernet ServiceSM (Service) Guide consists of the following Parts:

- Title Page and Section Index;
- Service Description (SD);
- Service Level Agreements (SLAs); and
- Pricing (P).

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Service Description (SD)

SD-1 General

SD-1.1 Overview

Service is a switched Ethernet transport service providing Ethernet transport functionality using fiber and copper facilities and a switched Ethernet core network. Service provides a port with full duplex transport of data signals between a Customer's Premises and an Ethernet switch in an AT&T central office which then may be interconnected with other ports.

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Service supports point-to-point, point-to-multipoint, or multipoint-to-multipoint configurations. Point-to-point service provides a connection between two ports. Point-to-multipoint service provides multiple point-to-point connections to multiple ports in the AT&T's Service network. Multipoint-to-multipoint service provides a connection between three or more designated ports on AT&T's Service network. AT&T shall determine the interface specifications for Service in its sole discretion.

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Service is provided by the applicable AT&T Participating Carrier(s) that are described in Participating Carrier Table in Section SD-1.3.

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AT&T offers Service on a private carriage basis and reserves the right to make individualized decisions regarding the provision of Service to individual Customers. AT&T may negotiate the specific prices and terms for Service for each individual Customer.

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

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SD-1.2 Definitions

As used in this Service Guide, the following terms are defined as appears below:

“AT&T” means the Participating Carriers identified in the Participating Carrier Table in Section SD-1.3. (T)

“Customer” means any individual, partnership, association, joint-stock company, trust, corporation, governmental entity, or any other entity which subscribes to the Services offered under this Service Guide, including both wholesale Customers and End User Customers of AT&T. (T)

“Customer’s Premises” and “Customer Location” (or similar terms) means the location at which Service is terminated. A Customer’s Premises or Customer Location can be an End User’s Premises, including where the Customer is a wholesale Customer and service is terminated at the premises of an End User that is not AT&T’s Customer. AT&T’s Ethernet switch in an AT&T central office is not a Customer’s Premises or Customer Location. (T)

“End User” means any Customer of a telecommunications service that is not a carrier, except that a carrier shall be deemed to be an “End User” when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “End User” if all resale transmissions offered by such reseller originate on the premises of such reseller. (T)

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SD-1.3 Participating Carriers

Participating Carriers Table	
States	AT&T Participating Carriers
IL, IN, MI, OH, WI	Illinois Bell Telephone Company, LLC
	Indiana Bell Telephone Company, Incorporated
	Michigan Bell Telephone Company
	The Ohio Bell Telephone Company
	Wisconsin Bell, Inc.
AL, FL, GA, KY, LA, MS, NC, SC, TN	BellSouth Telecommunications, LLC
AR, KS, MO, OK, TX	Southwestern Bell Telephone Company
CA	Pacific Bell Telephone Company
NV	Nevada Bell Telephone Company

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SD-1.4 Ordering

SD-1.4.1. Order Charges

An Order Charge (also known as an Administrative Charge) applies, per order, for the installation, addition, change, rearrangement/reconfiguration, move, or cancellation of Service provided in this Service Guide (in addition to other applicable service charges set forth herein).

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An Order Charge will not apply in the following situations:

- When Customer subscribes to a new Ethernet Payment Plan (EPP) or renews an EPP on an existing circuit;
- Non-chargeable administrative changes where so specified in this Service Guide; or
- Where another charge applies to a particular type of change (such as Service Date Change Charge or Service Date Change Dispatch Charge).

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SD-1.4.2 Design Change Charge

The Customer may request a design change to an Order for Service. A design change is any change to an order which requires engineering review. An engineering review is a review by AT&T personnel of the Service ordered and the Customer's requested change to determine what change in the design, if any, is necessary to meet the Customer's requested change. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of port configuration, type of channel interface, type of Class of Service, Committed Information Rate or technical specification package. Design changes do not include a change of Customer's premises, End User Premises, Ethernet serving switch, port speed, or port speed type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

AT&T will review the requested change and notify the Customer whether the change is a design change, if it can be accommodated, and if a new service date is required. If a change of service date is required, the Service Date Change Charge will also apply.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change.

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SD-1.4.3 Service Date Change Charge/Service Date Change Dispatch Charge

If a Customer is unable to accept Service on the original due date, the Customer may issue supplements to an order to change the original due date to a date no more than 120 calendar days after the original due date. When such requests are made, AT&T will accordingly delay the start of Service and the Customer will incur a Service Date Change Charge for each supplemental order. The first supplement to the order must be received by AT&T on or before the 30th calendar day after the original due date. (C)

If a Customer issues any supplement to an order to extend the original due date but is unable to accept Service within 121 calendar days after the original due date, one of the following will apply:

- If Service has not been fully provisioned, AT&T will cancel the order on the 121st calendar day after the original due date and the charges specified in Section SD-1.4.4 will apply; or (C)
- If Service has been fully provisioned, AT&T will begin billing for the Service on the 121st calendar day after the original due date.

If a Customer is unable to accept Service within 31 calendar days after the original due date, and AT&T has not received a supplement to the order to extend the due date within 30 calendar days after the original due date, AT&T may cancel the order on the 31st calendar day after the original due date and charges specified in Section SD-1.4.4 will apply. If Service has been fully provisioned, AT&T alternatively may begin billing for the Service on the 31st calendar day after the original due date. For purposes of this Section, Service has been “fully provisioned” once a Customer Port Connection (Port) has been installed and is ready for use, including its associated Committed Information Rate (CIR) and Class of Service (CoS). Ethernet Virtual Channels (EVCs) associated with a Port may be ordered either at the same time as the Port or subsequently. (C)

If an AT&T technician is dispatched to the Customer's Premises on the scheduled service date and the Customer is not ready to accept Service or the Customer has failed to notify AT&T before 3:00 PM (CT) on the business day prior to the scheduled service date that the service date needs to be changed, a Service Date Change Charge will apply, in addition to the Service Date Change Dispatch Charge.

1.4.3.1 AT&T's Discretionary Cancellation of Orders

If AT&T cannot fully provision Service, or Customer is unable to accept Service, and no due date has been established, AT&T will send Customer a written clarification notice(s) regarding the order advising Customer to supplement its order(s) within 30 days after the date of the written clarification notice. If AT&T does not receive a supplement to the order(s) within 30 days after the date of the written clarification notice, AT&T, in its sole discretion, cancel the relevant order(s). (N)

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SD-1.4.4 Cancellation Charges

A Customer may cancel an order for the installation of Service at any time prior to AT&T's notice that Service is available for the Customer's use. The Cancellation Date is the date AT&T receives written notice from the Customer that the order is to be cancelled or the date AT&T cancels the order pursuant to Sections SD-1.4.3 or SD-1.4.3.1. (C)

When either a Customer or AT&T cancels an order for a new Service Port, Cancellation Charges will apply, even when nonrecurring installation charges would otherwise be waived. Applicable Cancellation Charges will be calculated based on the number of calendar days between AT&T's receipt of the order and the Cancellation Date. A Cancellation Charge will apply on a per Port basis as shown in the table below: (C)

Cancellation Charge For Service	
Cancellation Date – Calendar Days after Receipt of Order	Cancellation Charge (Per Port)
0-30	\$0.00
31-60	\$2,000.00
61+	\$3,000.00

SD-1.4.4.1 When Cancellation Charges Do Not Apply

Cancellation Charges do not apply under the following circumstances:

- (1) If AT&T misses a service due date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., Force Majeure conditions);
- (2) If an order is cancelled because the Customer does not agree to pay applicable Special Construction charges as described in Section SD-4.11;
- (3) If AT&T requests that the Customer cancel and re-submit an order; (C)
- (4) If the Customer cancels an order and, within 90 days after the cancellation date of that order, submits a new order for Service to the same service address with bandwidth equal to or greater than the bandwidth requested in the cancelled order. Customer may be required to submit a claim for a credit for or reversal of the Cancellation Charge, in order to establish that the new order is related to the cancelled order and meets the criteria specified above; or (C)
- (5) If AT&T cancels an order as described in Section SD-1.4.3.1 (N)

SD-1.4.5 Inside Wiring Availability

Customer may request that AT&T install Inside Wiring at the time of Service installation. Inside Wiring is a deregulated connection from AT&T's demarcation point to Customer Premises equipment (CPE). For terms and conditions, refer to:

[http://cpr.att.com/pdf/publications/Inside Wiring Service Guide Attachment.pdf](http://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf)

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SD-1.4.6 Entrance Facility Construction Availability

AT&T will provide Entrance Facility Construction (EFC) for eligible orders. EFC is a deregulated activity consisting of conduit, other support structures, or physical pathway necessary for the installation of Service from the property line of the premises where the entrance facility is to be constructed to the minimum point of entry of the building where the Network Terminating Equipment (NTE) is located.

For terms and conditions, refer to:

http://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf

SD-1.4.7 Expedite Request Charge

If a wholesale Customer requests an improved Service due date (an Expedite Request), AT&T will review each individual Expedite Request and, in its sole discretion, determine if the due date can be improved. Not all requests will result in a due date improvement. Each Expedite Request will result in an Expedite Order Charge even if the due date is not improved. An Expedite Request should not be sent before an original due date has been established.

SD-1.4.8 Network on Demand

Customer may purchase Service using an optional Network on Demand ordering process. Network on Demand is described in the Network on Demand Guide, available at: http://cpr.att.com/pdf/publications/NOD_Guide.pdf, which AT&T may change from time to time. Customer's use of Network on Demand is subject to the Network on Demand Guide and Customer's acceptance of any terms and conditions associated with the Business Center online portal. To purchase Service through the Network on Demand ordering process, such Service must be: (i) ordered and managed using the Network on Demand functionality in the AT&T Business Center online portal; and (ii) purchased under an agreement that expressly permits Customer to purchase Service using the Network on Demand ordering process.

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SD-1.5 Billing**SD-1.5.1 Deposits**

AT&T will, in order to safeguard its interests, only require a Customer which has a proven history of late payments to AT&T or does not have established credit to make a deposit prior to or at any time after the provision of a Service to the Customer to be held by AT&T as a guarantee of the payment of rates and charges. (T)

AT&T will notify the Customer of a deposit requirement by Certified Mail or Overnight Delivery. The Customer will be required to make payment of such deposit prior to the provision of new Service in those cases where the Customer has not established credit with AT&T, or otherwise within fifteen (15) business days of such notice for Customers with existing Service. Such notice period will start the day after the notice is rendered by Certified Mail or Overnight Delivery. If the Customer fails to pay the deposit by the due date, as described above, AT&T may send the Customer a written notice by Overnight Delivery stating that if the deposit is not received within 15 calendar days of the original deposit due date, AT&T may refuse additional applications for Service or discontinue the provision of Service. (T)

No such deposit will be required of a Customer which is a successor of a Company which has established credit and has no history of late payments to AT&T. Such deposit may not exceed the actual or estimated rates and charges Service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with AT&T's conditions as to the prompt payment of bills. At such time as the provision of Service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account, and AT&T will refund any credit balance which may remain. (T)

AT&T will refund or credit the deposit to the Customer's account when the Customer has established credit or, in any event, after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of Service to the Customer. In the case of a cash deposit, for the period that AT&T holds the deposit, the Customer will receive simple interest at rates shown in the Deposit Interest Rate Table below. The rate will be calculated from the date AT&T receives the Customer's deposit up to and including the date such deposit is credited to the Customer's account or the date AT&T refunds the deposit. Should AT&T credit a deposit to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account. (T)

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In the event the provision of all Service to the Customer is terminated and AT&T maintains a cash deposit from the Customer, the deposit and any accrued, uncredited interest will be applied to any outstanding sums owed to AT&T, and any remaining balance will be returned to the Customer. (T)

Deposit Interest Rate Table	
States	Deposit Interest Rate
AL, AR, FL, GA, KS, KY, LA, MO, MS, NC, NV, OK, SC, TN, TX	In the case of a cash deposit, for the period that AT&T holds the deposit, the Customer will receive simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually. (T)
IL, IN, MI, OH, WI	The Customer will receive the lower of: (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, applied on a simple interest basis for the number of days from the payment due date to and including the date that the Customer actually makes the payment to AT&T; or (ii) 0.000493 per day, (annual percentage rate of 18.0%) applied on a simple interest basis for the number of days from the payment date to and including the date that the Customer actually makes the payment to AT&T. (T)
CA	The Customer will receive simple interest at the rate of 1.5 percent per month (18% per year) for each month or portion thereof that a deposit is held. (T)

SD-1.5.2 Payment of Rates and Charges

AT&T shall bill on a current basis all charges incurred by and credits due to the Customer attributable to the Service established or discontinued during the preceding billing period. In addition, AT&T shall bill in advance charges for all Service to be provided during the ensuing billing period except for charges associated with Service usage, and for the Federal Government which will be billed in arrears. (T)

All bills are due when rendered and shall be paid no later than 30 days or 31 days of the bill date, dependent upon the policy of the individual AT&T Participating Carrier, or by the next bill date, whichever is sooner. (T)

Further, if AT&T receives any portion of the payment after the payment due date, or if AT&T receives any portion of the payment in funds which are not immediately available to AT&T, then a late payment charge (LPC) may be due to AT&T. A LPC will apply to the unpaid balance less disputed amounts when AT&T receives any portion of the payment after the payment due date or if any portion of the payment is made in funds which are not immediately available to AT&T. (T)

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The LPC shall be the portion of the payment not received by the payment due date times a late factor.
 The late factor shall be simple interest as shown in the LPC Table below.

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State	LPC Table
AL, AR, FL, GA, KY, KS, LA, MS, NC, OK, SC, TN	The LPC shall be simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually.
MO	The LPC shall be simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually. Until such time as AT&T receives authorization to assess LPCs, LPCs will not apply to services purchased by the government of the State of Missouri.
TX	The LPC shall be simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually. Until such time as AT&T receives authorization to assess LPCs, LPCs will not apply to Service purchased by the government of the State of Texas, including Service to an agency in any branch of government.
IL, IN, MI, OH, WI	The LPC penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of: (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, applied on a simple interest basis for the number of days from the payment due date to and including the date that the Customer actually makes the payment to AT&T; or (ii) 0.000493 per day, (annual percentage rate of 18.0%) applied on a simple interest basis for the number of days from the payment date to and including the date that the Customer actually makes the payment to AT&T.
CA, NV	The LPC shall be calculated at 1.5% per month or portion thereof for the period from the due date until AT&T receives payment.

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SD-1.5.3 Billing Disputes

In the event that a billing dispute occurs concerning any charges AT&T billed to the Customer, the following conditions will apply.

A good faith dispute requires the Customer to provide a written claim to AT&T. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the Customer's bill. Such claim must identify in detail the basis for the dispute, the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, with the Dispute Date being the date on which the Customer furnishes AT&T all of the aforementioned information to permit AT&T to investigate the merits of the dispute. (T)

The Resolution Date shall be the date on which AT&T completes its investigation and credits the disputed amount to the Customer's bill, if the dispute is resolved in the Customer's favor. (T)

If the dispute is decided in AT&T's favor, then the Resolution Date will be the date upon which AT&T sends a written decision on the dispute to the Customer. (T)

If the dispute is resolved in AT&T's favor and the Customer paid the disputed amount on or before the payment due date, no credits or LPCs will apply to the disputed amount. (T)

If the dispute is resolved in AT&T's favor and the Customer withheld the disputed amount, any payments withheld pending settlement of the dispute shall have a LPC determined and applied at interest rates as set forth in the LPC Table above. (T)

If the dispute is resolved in Customer's favor and the Customer withheld the disputed amount, no credits or LPCs will apply to the disputed amount and the Customer will receive a credit equal to the overcharged amount. (T)

If the dispute is resolved in Customer's favor and the Customer paid the disputed amount, the Customer will receive an interest credit from AT&T. The interest credit shall be calculated based upon the portion of the disputed amount resolved in the Customer's favor multiplied by the interest rate shown in the Interest Credit Table below: (T)

Interest Credit Table	
State	Interest Credit
AL, AR, FL, GA, KS, KY, LA, MO, MS, NC, NV, OK, SC, TN, TX	Simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually.
IL, IN, MI, OH, WI	.000493 per day (annual rate of 18.0%) applied on a simple interest basis.
CA	1.5% per month or portion thereof.

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SD-1.5.4 Federal Universal Service Fund (FUSF) and Other Charges, Taxes, and Fees (T)

A FUSF percentage surcharge factor is assessed monthly on billed recurring interstate charges of End User services. For applicable FUSF Charges, see <https://www.fcc.gov/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>.

Rates and charges set forth in this Service Guide are exclusive of and Customer will pay all taxes (excluding those on AT&T’s net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer’s failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use, or provision of Service provided by AT&T, except to the extent Customer provides a valid exemption certificate prior to the delivery of Service. (T)

Cost Assessment Charge

A Cost Assessment Charge (CAC) is assessed on a percentage basis against all billed revenue for business customers subscribing to Service. The CAC is established to recover property taxes. This charge is not a tax or fee that the government requires AT&T to collect from Customers. The CAC will not apply to Federal, State, or Local Government Accounts, or to any accounts identified in AT&T’s billing systems as being exempt from application of the FUSF. (T)

<u>State</u>	<u>Monthly % Rate</u>	(T)
Alabama	7.00%	
Arkansas	5.47%	
California	7.00%	
Florida	7.00%	
Georgia	0.00%	
Illinois	4.70%	
Indiana	4.87%	
Kansas	7.00%	
Kentucky	0.00%	
Louisiana	0.00%	
Michigan	2.76%	
Mississippi	7.00%	
Missouri	7.00%	
Nevada	7.00%	
North Carolina	7.00%	
Ohio	0.00%	
Oklahoma	4.33%	
South Carolina	7.00%	
Tennessee	7.00%	
Texas	7.00%	
Wisconsin	7.00%	

SD-2 Service Availability

Service provides transport service where suitable equipment and facilities are available in selected geographic areas. Where facilities are not available, facilities may be constructed subject to the Special Construction terms and conditions set forth in Section SD-4.11. Special Construction charges may apply.

SD-3 Provisioning and Service Arrangements

Service will be provisioned using the service components described below.

Service is available in the following serving arrangements and types of Ports, subject to the terms and conditions set forth in those sections:

- Basic Arrangement and Basic Ports described in Section SD-3.1;
- Per Packet Class of Service (PPCoS) Arrangement and PPCoS Ports described in Section SD-3.2;
- Broadband Arrangement and Broadband Ports described in Section SD-3.3; and
- External Network-to-Network Interface (ENNI) Arrangement and ENNI Ports described in Section SD-3.4.

Unless specifically stated otherwise, all references to Ports or Ports in Sections SD-3.1, SD-3.2, SD-3.3, or SD-3.4 shall be deemed to refer to only the type of Port addressed by that Section (e.g., "Port" in Section SD-3.1 refers to only Basic Ports). Unless specifically stated otherwise, all references to Ports or Ports in other Sections of this Service Guide shall be deemed to refer to any of the Port types - Basic Ports, PPCoS Ports, Broadband Ports, and ENNI Ports.

The amount of Port capacity available for Customer's use is subject to overhead, including information that AT&T or other service providers require to deliver or receive Ethernet frames (packets) to and from the Port the Customer purchased.

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SD-3.1 Basic Arrangement

This type of service provides transport of data using a fixed class of service for each Ethernet Virtual Connection (EVC).

SD-3.1.1 Basic Customer Port Connection (Basic Port)

This component provides the physical transport facilities from the Customer's Premises to an Ethernet switch at an AT&T central office. The Port is available at transmission speeds of 100 Mbps, 1 Gbps, 10 Gbps, and 100 Gbps.

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SD-3.1.2 Committed Information Rate (CIR) and Class of Service (CoS)

CIR, sometimes referred to as the “Logical Channel” of the Port, provides the bandwidth available on a Port. CIR is available in increments ranging from 2 Mbps to 100 Gbps. (T)

The table below summarizes the range of CIRs available for each Port. (T)

Supported CIR by Port Speed	
Port	CIR Bandwidth Supported
100 Mbps	2 Mbps – 100 Mbps
1 Gbps	2 Mbps – 1000 Mbps
10 Gbps	1000 Mbps – 10,000 Mbps
100 Gbps	10,000 Mbps – 100,000 Mbps

The Customer must select a single CIR for each Basic Port. The CIR selected cannot exceed the Port capacity. CIR is offered with multiple choices of CoS. CoS establishes the performance characteristics of the network that are suitable for certain applications. Each Port has a single CIR and CoS associated with it. CoS options are listed as a hierarchy, from “highest” to “lowest” based on network prioritization and performance as follows: (T)

- Real-Time
Supports applications that require minimal loss, are latency-sensitive and require low latency variation (jitter), including voice. Service parameters associated with Real-Time CoS are Latency, Jitter, Packet Delivery Rate (PDR), and Network Availability. (T)
- Interactive
Supports high-priority business data applications or jitter-sensitive applications such as voice and video. Service parameters associated with Interactive CoS are Latency, Jitter, PDR, and Network Availability. (T)
- Business Critical-High
Supports most business data applications with moderate tolerance for delay and which are more sensitive to jitter and have a higher priority than Business Critical-Medium. Service parameters associated with Business Critical-High CoS are Latency, PDR, and Network Availability. (T)
- Business Critical-Medium
Supports most business data applications with moderate tolerance for delay and which are less sensitive to jitter. Service parameters associated with Business Critical-Medium CoS are Latency, PDR, and Network Availability. (T)
- Non-Critical High
Supports low priority business applications with more tolerance for delay and availability. Service parameters associated with Non-Critical High CoS are Latency, PDR, and Network Availability. (T)

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SD-3.1.3 Ethernet Virtual Connections (EVC)

An EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point and multipoint Customer configurations. EVCs may be established between Ports located in the same Local Access and Transport Area (LATA) or in different LATAs. Standard EVCs are not billed to the Customer as a separate rate element. Each EVC is assigned a CIR and CoS that must be equal to or lower than the CIR and CoS of the Port. (T)

- For Port speeds of 100M, 1G, and 10G, EVCs can be ordered in any 1 Mbps increment up to the approved maximum EVC CIR. (T)
- For Port speed of 100G, EVC CIR can be ordered in increments as follows: (T)
 - 1 Mbps (from 1 Mbps to 100 Mbps);
 - 10 Mbps (from 100 Mbps to 1,000 Mbps);
 - 25 Mbps (from 1,000 Mbps to 10,000 Mbps); or
 - 250 Mbps (from 10,000 Mbps to 100,000 Mbps).

The default maximum EVC CIR will be 1,000 Mbps (except for point-to-point EVCs between Ports in the same LATA, which allow up to 2,000 Mbps), unless otherwise approved. AT&T will evaluate requests for EVC CIR above these limits on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance. (T)

The total assigned bandwidth (sum of the CIR for all EVCs) on a single Port cannot exceed the selected CIR of that Port. Point-to-point EVCs must be symmetrical; the EVC CIR at each Port must be the same (except when one end of a point-to-point EVC terminates on a Broadband Port⁽¹⁾, in which case the end terminating on the Broadband Port⁽¹⁾ will not have a subscribed CIR). For multipoint EVCs, the CIR for any EVC may be set according to the bandwidth needed at that Port and does not need to be the same at all Ports. Ports that do not meet SLA objectives due to overloading of traffic in a multipoint arrangement will not be eligible for the PDR SLA. (T)

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

Per Port	EVCs
100 Mbps	Up to 8 EVCs
1 Gbps	Up to 64 EVCs
10 Gbps	Up to 508 EVCs
100 Gbps	Up to 4089 EVCs

Customers may configure EVCs as point-to-point (connecting two locations) or as multipoint (connecting three or more locations), as defined above. Point-to-point EVCs can be associated with an unlimited number of Media Access Control (MAC) addresses. Multipoint EVCs will be limited to 250 MAC addresses per EVC on each Port, unless the Customer purchases the Additional MAC Addresses optional feature. For example, a Port that is provisioned with 3 separate multipoint EVCs may have up to 250 MAC addresses associated with each of those EVCs, for a total of 750 MAC addresses in use on that Port, but each EVC is still limited to a maximum of 250 MAC addresses. (T)

⁽¹⁾ Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for Service to new or existing customers. Refer to Section 2, SD 3.3. (T)

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SD-3.1.4 Frame Size

Service Ports will support Ethernet frame sizes up to 9126 bytes with the following exceptions: (T)

- Ports deployed using Ethernet over copper loop transport (EoCu) will be limited to 1526 bytes.
- 100 Mbps Ports installed prior to July 2013 may be limited to 1526 bytes.

SD-3.2 Per Packet Class of Service Arrangement

This service arrangement provides transport of data with variable Classes of Service within an EVC, using a feature called "Per Packet Class of Service" or "PPCoS." With this serving arrangement, the Customer applies a priority identifier to each Ethernet frame (packet) within an EVC, and the packet is given the associated CoS priority level within the AT&T network. PPCoS Service Arrangement is offered where suitable PPCoS facilities exist and may not be available at all locations where the Basic Arrangement is available.

Per Packet Class of Service Arrangement cannot be used with an ENNI Port. (T)

SD-3.2.1 PPCoS Customer Port Connection (PPCoS Port)

This component provides the physical transport facilities from the Customer's Premises to an Ethernet switch at an AT&T central office. A PPCoS Port is available at transmission speeds of 100 Mbps, 1 Gbps, 10 Gbps, and 100 Gbps. (T)

SECTION 2 - Service Description

SD-3.2.2 Committed Information Rate (CIR) and Class of Service (CoS) Packages

CIR, sometimes referred to as the “Logical Channel” of the Port, provides the bandwidth available on a Port. CIR is available per Port in increments ranging from 2 Mbps to 100 Gbps as set forth in the Table below. (T)

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

The Customer must select a single CIR for each PPCoS Port. The CIR selected cannot exceed the Port capacity. Under the PPCoS Service Arrangement, CIR is offered in “packages” that specify the maximum percentage of traffic that may be assigned a given Class of Service in a variety of combinations. (T)

Each PPCoS Port must also be ordered with a single PPCoS CIR Package. Customers may select a PPCoS CIR Package that best matches the characteristics of their data and its associated priority levels. (T)

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

- Multimedia High - Allows Customer to designate up to 100 percent of Port CIR as "Real Time" CoS and remaining percentage (if any) can be divided among any/all other CoS (below Real Time) as ordered. (T)
- Multimedia Standard - Allows Customer to designate up to 50 percent of Port CIR as "Real Time" CoS and the remaining percentage can be divided among any/all other CoS (below Real Time) as ordered. (T)
- Critical Data - Allows Customer to designate up to 80 percent of Port CIR as "Business Critical - High" CoS and the remaining percentage can be divided among any/all other lower CoS (below Business Critical - High) as ordered. (T)
- Business Data - Allows Customer to designate up to 90 percent of Port CIR as "Business Critical - Medium" CoS and the remaining percentage can be divided among any/all other lower CoS (below Business Critical - Medium) as ordered. (T)

These CoS settings are only available in 5 percent increments (between 5 percent and 30 percent) and in 10 percent increments (from 40 percent to 100 percent).

SECTION 2 - Service Description

SD-3.2.3 Per Packet Class of Service – Classes of Service

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

- Real-Time
- Interactive
- Business Critical-High
- Business Critical-Medium
- Non-Critical High; and (T)
- Non-Critical Low (Supports the lowest priority traffic)

SD-3.2.4 PPCoS Scheduling Method

Service network components will create a separate queue for each CoS served according to its weight/priority to ensure that higher CoS packets are prioritized over lower, but that even the lowest CoS is not “starved.” PPCoS Ports can be ordered in one of two available configurations in order to support different “egress scheduling methods.” Requests to change the type of PPCoS Scheduling Method of an existing Port may require Customer to order a new Port. (T)

SD-3.2.4.1 Port-Level Egress Scheduling

Under this method, AT&T will prioritize all egress traffic on the Port using a single queue schedule, so that the specified percentages of each priority are allowed to egress the network according to a single egress schedule for the Port. This is the only option applicable to “Port-based” service. This method can also be used for VLAN-based Ports if the Customer desires CoS priority to be applied as a single queue at the Port level. (T)

SD-3.2.4.2 VLAN Level Egress Scheduling

Under this method, there are individual egress scheduling queues for each EVC (VLAN) on the Port and the priority or volume of packets on one EVC have no impact on another EVC. This may be appropriate when the Customer needs each EVC to have its own egress prioritization schedule without impacting other EVCs on the Port. (T)

SECTION 2 - Service Description

SD-3.2.5 Ethernet Virtual Connections (EVC)

An EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point and multipoint Customer configurations. EVCs may be established between Ports located in the same LATA or in different LATAs (due to current systems limitations, interLATA EVCs are not available at all locations or for all Port types). Standard EVCs are not billed to the Customer as a separate rate element. Each EVC is assigned a CIR that must be equal to or lower than the CIR of the Port. Under the PPCoS serving arrangement, each EVC must also be given a CoS profile specifying the proportion of each desired CoS (percentage of each CoS) on that EVC. The CoS allocation must be within the limits of the CIR package subscribed to on that PPCoS Port.

EVCs can be ordered in any 1 Mbps increment up to the maximum EVC CIR of 1000 Mbps, except for point-to-point EVCs between two Ports in the same LATA which have a maximum of 2000 Mbps. Requests for EVC CIR above these limits will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance. The total assigned bandwidth (sum of the CIR for all EVCs) on a single Port cannot exceed the selected CIR of that Port. Point-to-point EVCs must be symmetrical; the EVC CIR at each Port must be the same (except when one end of a point-to-point EVC terminates on a Broadband Port⁽¹⁾, in which case the end terminating on the Broadband Port⁽¹⁾ will not have a subscribed CIR).

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

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

Per Port	EVCs
100 Mbps	Up to 8 EVCs
1 Gbps	Up to 64 EVCs
10 Gbps	Up to 508 EVCs
100 Gbps	Up to 4089 EVCs

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

⁽¹⁾ Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for Service to new or existing customers. Refer to Section 2, SD 3.3.

SECTION 2 - Service Description

SD-3.2.6 Frame Size

Service Ports will support Ethernet frame sizes up to 9126 bytes with the following exceptions: (T)

- Ports deployed using Ethernet over copper loop transport (EoCu) will be limited to 1526 bytes; and (T)
- 100 Mbps Ports installed prior to July 2013 may be limited to 1526 bytes.

SD-3.3 Broadband Arrangement

This type of service provides transport of data using a single, fixed class of service for each EVC. This class of service does not include any defined service parameters or SLAs (i.e., Latency, Jitter, PDR, and Network Availability). (T)

Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for Service to new or existing Customers. After that date, AT&T will not accept move, add or change (T) orders for Broadband Port Arrangements. Existing Customers may retain their Broadband Port Arrangements for the remainder of any existing EPP or other contractual term commitments. (T) Upon the expiration of any existing EPP or other contractual term commitments, any remaining (T) Broadband Port Arrangements will be provided on a month-to-month basis until AT&T withdraws the Broadband Port Arrangements on or after April 30, 2022.

Broadband Arrangement cannot be used with an ENNI Port.

SD-3.3.1 Broadband Customer Port Connection (Broadband Port)

This component provides the physical transport facilities from the Customer’s Premises to an Ethernet switch at an AT&T central office. The Port has a maximum transmission speed of 1 (T) Gbps, and can synchronize with Customer-owned equipment at lower transmission speeds using Auto-Negotiation.

SD-3.3.2 Broadband Speed Tiers and Class of Service (CoS)

Broadband Speed Tiers define the maximum bandwidth available on any Port. (T)

Broadband Speed Tiers are offered in six asymmetric speeds (for which the downstream speed is higher than the upstream speed) and two symmetric speeds (for which the downstream and upstream speeds are the same). Broadband Speed Tiers represent the maximum downstream and upstream bandwidth that Customer can achieve; however, the actual rate of transmission may vary. Therefore, Broadband Speed Tiers are not committed or guaranteed transmission rates. Broadband Ports and/or certain Broadband Speed Tiers may not be available in all areas.

Broadband Speed Tiers (Maximum Bandwidth)	
Downstream	Upstream
3 Mbps	1 Mbps
6 Mbps	1 Mbps
12 Mbps	1.5 Mbps
18 Mbps	1.5 Mbps
24 Mbps	3 Mbps
45 Mbps	6 Mbps
2 Mbps	2 Mbps
4 Mbps	4 Mbps

The Customer must select a Broadband Speed Tier for each Broadband Port⁽¹⁾. Broadband Ports⁽¹⁾ are offered with a single CoS, as follows:

Broadband Basic CoS - Intended for non-critical business applications with more tolerance for delay and availability. This CoS does not include any specified service parameters or SLAs (including Latency, PDR, Jitter, or Network Availability). (T)

SD-3.3.3 Ethernet Virtual Connections (EVC)

An EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point and multipoint Customer configurations. Standard EVCs are not billed to the Customer as a separate rate element.

Each EVC terminating on a Broadband Port⁽¹⁾ is capable of transmitting the full bandwidth of the Broadband Speed Tier; however, the aggregate transmission rate of all EVCs on that Port cannot exceed the Broadband Speed Tier. The distant end Port may be Broadband⁽¹⁾, Basic, or PPCoS Port. An EVC connecting a Broadband Port⁽¹⁾ to a Basic or a PPCoS Port must have a CIR assigned to it at the end of the EVC terminating on the Basic or PPCoS Port. The Customer is responsible for allocating an appropriate amount of bandwidth to each EVC and for shaping traffic so as not to exceed the amount of traffic that the Broadband Port⁽¹⁾ and distant end Port(s) can receive. (T)

Every EVC must be assigned a CoS at each Port on which it terminates. At each such Port, the EVC's CoS must be one of the CoS supported by that Port; e.g., an EVC that connects a Broadband Port⁽¹⁾ and a Basic Port must be assigned the Broadband Basic CoS at the Broadband Port⁽¹⁾ and, at the Basic Port, must be assigned one of the CoS supported by a Basic Port. (T)

A Broadband Port can support a maximum of eight (8) EVCs.

Customers should connect to a Broadband Port⁽¹⁾ using a routing device rather than an Ethernet hub, bridge, or switch. Only 64 MAC addresses will be available per Broadband Port⁽¹⁾. If Customer transmits more than 64 MAC addresses and creates an impairment to services that AT&T provides to the Customer or any third party, AT&T may temporarily discontinue Customer's Service. During such period of temporary discontinuance, the credit allowance for Service interruptions as set forth in Section SLA-3 is not applicable and AT&T will continue to bill Customer for the Service. If Customer has not corrected the impairment within 60 days after the temporary discontinuance, AT&T may terminate the Service by written notice to Customer. (T)

SD-3.3.4 Frame Size

Broadband Ports⁽¹⁾ can support Ethernet frame sizes up to 1522 bytes.

⁽¹⁾ Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Section 2, SD 3.3. (T)

SECTION 2 - Service Description

SD-3.4 External Network-to-Network Interface (ENNI) Arrangement

This service arrangement provides for a specialized configuration that is used to connect the Customer's Ethernet network with AT&T's Ethernet network.

SD-3.4.1 ENNI Port Connection (ENNI Port)

This component provides the physical transport facilities from the Customer's Premises to an Ethernet switch at an AT&T central office. (T)

The ENNI Port Connection is available only at the transmission speed of 10 Gbps.

An ENNI Port Connection is a Port that supports the exchange of Ethernet traffic between the Service network and the Customer's Ethernet network. (T)

AT&T shall determine the interface specifications for ENNI Port Connections in its sole discretion.

SD-3.4.2 ENNI Committed Information Rate (CIR) and Class of Service (CoS)

Each ENNI Port Connection can only be provided with a single CIR and a single CoS.

The Customer must select a CIR for each ENNI Port. An ENNI Port is available with CIR bandwidths in increments between 1,000 Mbps – 10,000 Mbps. The CIR selected cannot exceed 10,000 Mbps.

CoS establishes the performance characteristics of the network that are suitable for certain applications. The CoS options available to an ENNI Port are described in SD-3.1.2.

SD-3.4.3 Ethernet Virtual Connection (EVC)

An ENNI EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point Customer configurations between an ENNI Port and another Service Port. (T)

EVCs may be established between Ports located in the same LATA or in different LATAs (due to current systems limitations, interLATA EVCs are not available at all locations or for all Port types), as described in SD-3.1.3. (T)

EVCs terminating to an ENNI can only be supported in point-to-point Customer configurations.

The maximum number of EVCs supported for point-to-point configurations on each ENNI Port Connection is 2000 EVCs.

SD-3.4.4 Frame Size

ENNI Ports can support Ethernet frame sizes up to 9126 bytes.

SD-4 Optional Features and Functions

SD-4.1 Regenerator

Regenerators provide detection and retransmission of Ethernet signals and are used to provide Service when the distance to an Ethernet switch exceeds otherwise applicable design limits. AT&T will determine whether regenerators are needed and what transport medium and equipment will be used to provide regeneration. Regenerators are available on a per Port basis and are available for 100 Mbps, 1 Gbps, 10 Gbps, and 100 Gbps Ports. (T)

Regenerators are not available with Broadband Ports.⁽¹⁾

SD-4.2 Additional MAC Addresses

The Additional MAC Address feature is offered on a per Port basis. When a Customer subscribes to this feature, the MAC address limit associated with multipoint EVCs (as shown in Sections SD-3.1.3 and SD-3.2.5) shall be increased from 250 to 500 for each multipoint EVC present on that Port. (T)

A nonrecurring charge and monthly charge shall apply per Port for increasing the MAC address limit to 500 MAC addresses per Multipoint EVC. (T)

The Additional MAC Address feature is not available with Broadband Ports.⁽¹⁾

SD-4.3 AT&T BusinessDirect® Customer Network Management

The AT&T BusinessDirect® web portal offers a Customer network management feature to all Customers subscribing to Service at no additional charge. Available functions include network inventory map, performance reporting, and maintenance. Customers must have a web interface to access and monitor their network using the AT&T BusinessDirect® web portal. (T)

SD-4.4 Alternate Serving Switch

The Alternate Serving Switch option allows Customers to order Service from a Service switch that is different from the Service switch that would normally serve the Customer's Premises. The Alternate Serving Switch charges apply for mileage measured between the Service alternate switch wire center and the Customer's Premises serving wire center. Monthly rates apply for mileage from the alternate Service switch to the Customer's Premises serving wire center and are based on design and will be determined at the time of order. (T)

The Alternate Serving Switch feature is not available with Broadband Ports.⁽¹⁾

⁽¹⁾ Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Section 2, SD 3.3. (T)

SECTION 2 - Service Description

SD-4.5 Diverse Access

Diverse Access is a feature that provides transmission paths, which are diverse from each other as provided in this Section, between two designated Service Ports at the same Customer Premises and a Service switch. These two designated Port Connections must be purchased by the same Customer, and must be either 1 Gbps, 10 Gbps, or 100 Gbps. Customers purchasing Diverse Access will be charged a Diverse Access feature charge associated with each of the two designated Ports. (T)

Each designated Port will be provisioned on different NTE. The fiber path from each designated Port to the Service serving switch will be diverse from the path for the other designated Port, from the closest available point of divergence (e.g., the closest manhole to the Customer Premises or the closest Serving Wire Center to the Customer Premises) and, where alternate switches are available, will be terminated on a different Service switch. In the event of an outage affecting one of the designated Ports, the Customer will be responsible for re-routing its traffic to the other designated Port. (T)

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

The Diverse Access feature is not available with Broadband Ports.⁽¹⁾ (T)

⁽¹⁾ Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Section 2, SD 3.3. (T)

SECTION 2 - Service Description

SD-4.6 Advanced Access Failover

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

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

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

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

AAF is available only for 1 Gbps, 10 Gbps, or 100 Gbps Ports and is ordered on a per Port basis. (T)

The AAF feature is not available with Broadband Ports⁽¹⁾ or ENNI Ports.

⁽¹⁾ Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Section 2, SD 3.3. (T)

SECTION 2 - Service Description

SD-4.7 Enhanced Multicast Feature

(T)

The Enhanced Multicast Feature allows the broadcast, unknown unicast, multicast (BUM) traffic limit associated with multipoint EVCs to be increased from 2 Mbps to 30 Mbps per EVC. The Enhanced Multicast Feature is offered on a per Port basis. Once the feature is ordered on a Port, each multipoint EVC on that Port may be provisioned to allow up to 30 Mbps of combined BUM traffic, orderable in 1 Mbps increments. Multipoint EVC orders for such Ports that do not specify a higher limit as allowed under this feature will be limited to the standard default of 2 Mbps BUM limit. Monthly rates apply to each Port provisioned with the feature. An additional charge will apply for adding or removing the Enhanced Multicast Feature on an existing Port.

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(T)

The Enhanced Multicast Feature for Broadband Ports⁽¹⁾ applies only to Broadband Speed Tiers of 24Mbps Downstream - 3Mbps Upstream, 45Mbps Downstream – 6Mbps Upstream, and 4Mbps Downstream – 4Mbps Upstream.

(T)

The Enhanced Multicast Feature is not available for EVCs terminating to ENNI Ports.

(T)

SD-4.8 Meet Point Arrangements

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

(T)

(T)

(T)

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

- Direct LEC is a dedicated Service Port connection that provides connectivity from an AT&T Ethernet switch to a meet point with the other service provider. In addition to Port, CIR, and any other rates and charges applicable to the Service, Direct LEC Additional Mileage charges will apply based on the airline distance measured from the meet point to the wire center in which the Ethernet switch for Service is located. Mileage is provided in four mileage bands up to 50 miles. Direct LEC is not available with Broadband Ports.⁽¹⁾
- ICO Network-to-Network (NNI) Arrangement (ICO Trunking Arrangement) provides a shared trunk connection from the Service switch to the meet point that is then connected to the ILEC (ICO) Ethernet switch, for purposes of providing multiple EVCs for the same or different Customers over this shared facility. The ICO Trunk Connection charge is applied to each EVC that is transported on the ICO Trunking Arrangement. The Additional Mileage rate is based on the distance measured from the Service switch to the meet point for mileage that exceeds 10 miles and is applicable to each ICO Trunking Arrangement EVC transported across the shared facility. EPP monthly rates apply for each EVC provisioned on the ICO NNI Arrangement.

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(T)

ICO Meet Point Arrangements are not available for EVCs terminating to ENNI Ports.

⁽¹⁾ Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement to new or existing customers. Refer to Section 2, SD 3.3.

(T)

SECTION 2 - Service Description

SD-4.9 Maintenance of Service, Additional Engineering and Additional Labor

For the purpose of Section 4.9 and 4.10, the terms Hourly Rates, Basic Time, Overtime, Premium Time, AT&T Holidays, and Callout are defined as follows:

Hourly Rates – Hourly rates are based upon the time of day, day of the week, and whether the work is performed on an AT&T Holiday. Hourly rates will apply as defined below for: Basic Time, Overtime, and Premium Time. Charges apply for each half hour or fraction thereof unless otherwise specified herein.

Basic Time – 8:00 a.m. – 5:00 p.m., Monday through Friday (except AT&T Holidays). To the extent work continues past 5:00 p.m., AT&T will bill time as Overtime. (T)

Overtime – Outside Basic Time and on Saturdays (except AT&T Holidays).

Premium Time – Sundays and/or AT&T Holidays.

AT&T Holidays –

AT&T HOLIDAYS	IL, IN, MI, OH, WI	CA, NV	AR, KS, MO, OK, TX	AL, FL, GA, KY, LA, MS, NC, SC, TN
New Year's Day	X	X	X	X
President's Day		X		
Memorial Day	X	X	X	X
Independence Day	X	X	X	X
Labor Day	X	X	X	X
Thanksgiving Day	X	X	X	X
Day after Thanksgiving	X	X	X	
Christmas Eve	X			
Christmas Day	X	X	X	X

Callout - A Callout is when an AT&T employee is called in to work at a time not consecutive with the employee's scheduled work period. Any dispatch that results in a Callout will be subject to a minimum charge on an Overtime and/or Premium Time basis of four (4) hours, except in Alabama and Florida, which will be subject to a minimum charge of three (3) hours. However, at no time will the Customer be charged if trouble is found to be on AT&T's side of the demarcation point. (T)

SECTION 2 - Service Description

SD-4.9.1 Maintenance of Service

If a Customer reports a trouble to AT&T, and AT&T does not find trouble with the Service it provides, a Maintenance of Service charge applies. The charge will be identified as Maintenance of Service or Non-Productive Dispatch (using USOCs MVV, MVV++, or NPD) on the Customer's bill. (T)

A Maintenance of Service charge also applies if: (i) AT&T is able to clear any trouble with a Service without a dispatch, but the Customer has requested a dispatch, such as for repair verification or cooperative testing; or (ii) the Customer issues a trouble report for which AT&T needs access to the Customer's Premises, and AT&T personnel are not given access to the Customer's Premises. (T)
(T)

The Maintenance of Service charge applies for each AT&T worker dispatched, for the time from dispatch to the time when the Service call is completed, including travel time. Charges will be calculated per half hour, rounded up to the next half hour, and billed as a First Half Hour and Each Additional Half Hour or Fraction Thereof.

Examples: 45 minutes will be billed as one First Half Hour and one Additional Half Hour or Additional Fraction Thereof. Two hours and 15 minutes will be billed as one First Half Hour and four Additional Half Hours or Additional Fractions Thereof.

Any dispatch that results in a Callout (as defined in Section 4.9) will be subject to a minimum charge on an Overtime and/or Premium Time basis of four (4) hours except in Alabama and Florida, which will be subject to a minimum charge of three (3) hours. However, at no time will the Customer be charged if trouble is found to be on AT&T's side of the demarcation point. (T)

SD-4.9.2 Additional Engineering

Additional Engineering is not an ordering option but will be applied to an order when AT&T determines additional engineering is necessary to accommodate a Customer request. When additional engineering is required, AT&T will notify the Customer and will furnish the Customer with a written statement setting forth the justification for the additional engineering, as well as an estimate of the charges. (T)
(T)

If the Customer agrees to the additional engineering, a firm order will be established. If, after being notified that additional engineering of AT&T facilities is required, the Customer does not want the Service or facilities, the order will be withdrawn, and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the estimated amount by more than 10 percent.

Additional Engineering will be provided by AT&T at the request of the Customer only when:

- A Customer requests additional technical information after AT&T has already provided the technical information normally included on the Design Layout Report (DLR); or
- Additional engineering time is incurred by AT&T to engineer a Customer's request for a customized service.

AT&T will notify the Customer that Additional Engineering charges will apply before any additional engineering is undertaken.

SECTION 2 - Service Description

SD-4.9.3 Additional Labor

Additional Labor is that labor requested by the Customer on a given Service and agreed to by AT&T as set forth in this Section. (T)

AT&T will notify the Customer that Additional Labor charges, as set forth in the pricing section of this Service Guide, will apply before any Additional Labor is undertaken. (T)

Types of Additional Labor are:

- Installation, moves, network reconfigurations, and/or other service activities that the Customer requests AT&T to perform outside of Basic Time. (USOC ALH, ALH++) (T)
- Standby includes all time in excess of one-quarter (1/4) hour during which AT&T personnel standby at the Customer's request. (USOC ALT)
- Additional Labor testing and other service providers: Additional testing, maintenance, or repair of facilities which connect to facilities of other service providers which is in addition to the normal effort required to test, maintain, or repair facilities provided solely by AT&T. (USOC ALK, ALK++)
- Other Labor is that Additional Labor not included in the preceding items including, but not limited to, labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this Service Guide. (USOC ALK, ALK++)

Additional Labor charges apply for each half hour or fraction thereof unless otherwise specified herein.

SECTION 2 - Service Description

SD-4.10 Testing

Additional Cooperative Acceptance Testing (ACAT) and Nonscheduled Testing (NST) are testing services available to Customers. (T)

- **ACAT** (USOC SNT, SNT++) (T)
 When a Customer provides a technician at its Premises or at an End User's Premises, with suitable test equipment to perform the requested tests, AT&T will provide a technician at its office for the purpose of conducting ACAT. At the Customer's request, AT&T will provide a technician at the Customer's Premises or at the End User's Premises. (T)
- **NST** (USOC SNO, SNO++) (T)
 When a Customer provides a technician at its Premises with suitable test equipment to perform the required tests, AT&T will provide a technician at its office for the purpose of conducting NST. At the Customer's request, AT&T will provide a technician at the Customer's Premises. (T)

When the Customer subscribes to testing services, the Customer shall make the facilities to be tested available to AT&T at times mutually agreed upon.

SD-4.11 Special Construction

SD-4.11.1 General

When Special Construction of facilities is required, the conditions following apply in addition to all conditions, rates, and charges set forth in this Service Guide. (D)
(T)
(T)

SD-4.11.2 Conditions

SD-4.11.2.1 Ownership of Facilities

AT&T retains ownership of all specially constructed facilities provided under this Service Guide.

SD-4.11.2.2 Interval to Provide Facilities

Based on available information and the type of service ordered, AT&T will establish a completion date for the specially constructed facilities. If the scheduled completion date cannot be met due to circumstances beyond AT&T's control, AT&T will establish a new completion date and will notify and the Customer. (T)
(T)

SECTION 2 - Service Description

SD-4.11.3 Payments for Special Construction**SD-4.11.3.1 Payment of Charges**

Where Customer requests AT&T to provide Special Construction, a lump sum upfront payment equal to the additional non-recoverable cost will apply unless AT&T agrees on other payment arrangements in writing. This upfront payment must be paid prior to the start of construction. (T)

SD-4.11.3.2 Nonpayment of Charges

If a Customer fails to pay Special Construction charges due, refusal and discontinuance of the Service using the specially constructed facilities shall be in accordance with the appropriate conditions under which AT&T provides Service. (T)

SD-4.11.4 Charges for Special Construction**SD-4.11.4.1 General**

Various charges may apply when AT&T provides Special Construction of facilities in accordance with an order for Service. Customer must provide written approval of all charges to AT&T prior to the start of Special Construction. (T)

SD-4.11.4.2 Conditions Requiring Special Construction

Special Construction is required when: (T)

- (1) Facilities are not available to meet an order for Service;
- (2) AT&T constructs facilities; and (T)
- (3) One or more of the following conditions exist: (T)
 - AT&T has no other requirement for the facilities constructed.
 - Customer requests Service using a type of facility, or via a route, other than that which AT&T would normally utilize in furnishing the requested Service; (T)
 - Customer requests more facilities than would normally be required to satisfy an order; or (T)
 - Customer requests construction be expedited, resulting in added cost to AT&T. (T)

SD-4.11.4.3 Development of Charges

Special Construction charges and liabilities will be developed based on estimated costs. (T)

SECTION 2 - Service Description

SD-4.11.4.3.1 Nonrecurring Charges

(T)

Depending on the specifics associated with each individual case, one or more of the following Special Construction Nonrecurring charges may be applicable:

(T)

(D)

- Case Preparation Charge

A Case Preparation Charge always applies to cover the administrative expenses associated with preparing a Special Construction case.

(T)

(T)

- Expediting Charge

An Expediting Charge may apply when Customer requests Special Construction be completed on an expedited basis. The charge equals the difference in estimated cost between expedited and non-expedited construction.

(T)

- Lease Charge

A Lease Charge may apply when AT&T leases equipment in order to meet service requirements. The amount of the charge is equal to the net added cost to AT&T caused by the lease.

(T)

- Cancellation Charge

A Cancellation Charge may apply which includes costs incurred by AT&T in association with the Special Construction up to and including the time of cancellation, where the Customer cancels the Special Construction prior to the start of Service.

(T)

(T)

(T)

- Rearrangement Charge

A Rearrangement Charge may apply if Customer requests AT&T to rearrange existing specially constructed facilities. The amount of this charge is equal to the cost of any additional Special Construction.

(T)

(T)

(T)

SECTION 2 - Service Description

SD-4.12 Billing Media Formats

The Customer may, without charge, receive the initial copy of its monthly bill and service and feature record in a standard media format provided by AT&T. The Billing Media formats may include one or more of the following formats: (T)
(T)
(T)

- Paper; (T)
- Electronic Data Interchange (EDI); (T)
- Electronic data transmission; (T)
- CD-ROM; or (T)
- DVD (not available in IL, IN, MI, OH, WI and AL, FL, GA, KY, LA, MS, NC, SC, TN). (T)

Not all Billing Media Formats are available from every AT&T Participating Carrier. Additional copies of bills and secondary bills may be available subject to an additional charge. (T)

Changes involving billing format changes or changes to the billing period are also subject to an additional charge.

SD-5 Traffic Controls and Limitations

AT&T may use controls to limit the amount of BUM traffic to protect the Service network against traffic storms. The maximum throughput of combined BUM traffic will be set at 2 Mbps per multipoint EVC, unless the Customer purchases the Enhanced Multicast Feature in SD-4.7. Packets dropped by traffic controls are not included in SLA calculations. AT&T recommends that Customers enable controls for BUM traffic within the Customer network(s). There is no BUM restriction on point-to-point EVCs. (T)
(T)