

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

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21.1 DEFINITIONS

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9-1-1 Authority means the California Department of Emergency Services (CalOES); a municipality or other state or local governmental unit to whom authority has been lawfully granted and is legally authorized to procure the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services; or a Public Safety Answering Point (PSAP).

9-1-1 Call(s) means a voice call or VoIP session initiated by an End User dialing or entering "911" (and as necessary, pressing the "send" or analogous transmitting button or action) on a device capable of originating voice or VoIP calls.

NG 9-1-1 Call Routing Platform means an IP-enabled system used to determine the appropriate routing of a 9-1-1 call from an OSP to the appropriate PSAP.

NG 9-1-1 Service Provider means an entity holding a Certificate of Public Convenience and Necessity (CPCN) contracted with the State of California Office of Emergency Services (CalOES) to provide Next Generation 911 call routing services to the PSAPs in their jurisdictional serving areas within the State of California. An NG 9-1-1 Service Provider can be either Regional or Prime as designated by CalOES.

Originating Service Provider (OSP) means an entity that provides dial tone or equivalent services to End Users, which services allow the End User the ability to make outgoing 9-1-1 Calls.

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A21. NG 9-1-1 TRANSPORT SERVICES

21.2 GENERAL REGULATIONS FOR NG 9-1-1 TRANSPORT SERVICES

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21.2.1 General

- A. The Services provided in this tariff can be purchased only by the following entities (as defined in this tariff) for the sole purpose of transporting 9-1-1 calls within the State of California:
- **Originating Service Providers (OSPs)** to transport their own end-user 9-1-1 traffic to a NG 9-1-1 Service Provider;
 - **NG 9-1-1 Service Providers** to transport 9-1-1 traffic received from OSPs to Public Safety Answering Points (PSAP) using a NG 9-1-1 call routing platform; or
 - **9-1-1 Authorities** to transport 9-1-1 calls between and among PSAPs using a NG 9-1-1 call routing platform.
- B. Applicable to 9-1-1 High Capacity Service furnished by Pacific Bell over facilities wholly within the State of California. While the tariff sheets act as a contract for 9-1-1 High Capacity Service or AT&T Switched Ethernet ServiceSM, the Customer and/or the Company may nonetheless desire to execute a written agreement for the provision of such service. This tariff does not prohibit Customer and Company from executing such agreements.
- C. Rates, terms, conditions, and other deviations are available on an ICB basis, including but not limited to the California Department of Technology's CALNET Program, which can be found at CDT.ca.gov/services/calnet/.

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A21. NG 9-1-1 TRANSPORT SERVICES

21.2 GENERAL REGULATIONS FOR NG 9-1-1 TRANSPORT SERVICES (Cont'd)

21.2.2 Rules

Rule 1 through Rule 44 described in Section A2. apply to NG 9-1-1 High Capacity Service and AT&T Switched Ethernet Service unless specified below:

RULE 1 - Definition of Terms

See additional product-specific definitions in A21.0, A21.1, A21.3 and A21.4.

RULE 2 - Description of Service

See product-specific service descriptions in A21.3 and A21.4.

RULE 3 - Application For Service

See product-specific Application for Service regulations in A21.4.

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RULE 4 - Contracts

AT&T Switched Ethernet Service and NG 9-1-1 High Capacity Service are available under a Payment Plan as described in A21.3 and A21.4.

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RULE 6 - Establishment and Re-establishment of Credit

See product-specific Credit Establishment regulations in A21.4.

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A21. NG 9-1-1 TRANSPORT SERVICES

21.2 GENERAL REGULATIONS FOR NG 9-1-1 TRANSPORT SERVICES (Cont'd)

21.2.2 Rules (Cont'd)

RULE 13 - Temporary Service, Speculative Projects and Risk Services

Does not apply to AT&T Switched Ethernet Service (A21.3) or NG 9-1-1 High Capacity Service (A21.4).

RULE 14 - Limitation of Liability

In addition, see Service Level Agreements (SLAs) credits for AT&T Switched Ethernet Service in A21.3 and Credit Allowance for Service Interruptions for NG 9-1-1 High Capacity Service in A21.4.

RULE 15 - Line Extensions

In addition, see Special Construction provisions in A21.4.

RULE 16 - Service Connections and Facilities on Customer's Premises

In addition, see Special Construction provisions in A21.4.

RULE 17 - Telephone Directories, Listings and Numbers

Does not apply to AT&T Switched Ethernet Service (A21.3) or NG 9-1-1 High Capacity Service (A21.4).

RULE 32 - Facilities to Provide Replacement of Aerial with Underground Facilities

In addition, see Special Construction provisions in A21.4.

RULE 36 - Special Construction of Exchange Facilities

In addition, see Special Construction provisions in A21.4.

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21.3 AT&T SWITCHED ETHERNET SERVICESM (T)

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

- Service Description (SD);
- Service Level Agreements (SLAs); and
- Pricing (P)

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, intended specifically to provide transport for Next Generation 9-1-1 providers in the State of California. 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 one other port to transport Ethernet frames between them.

Service is only available in a point-to-point configuration, providing a connection between two ports. AT&T shall determine the interface specifications for Service in its sole discretion.

Service is provided by Pacific Bell Telephone Company.

The Service provided in this tariff is available for purchase only by the following types of entities (as defined in this tariff) and for the sole purpose of transporting 9-1-1 calls within the State of California:

- **NG 9-1-1 Service Providers** to transport 9-1-1 traffic received from OSPs to Public Safety Answering Points (PSAP) using a NG 9-1-1 call routing platform; or
- **9-1-1 Authorities** to transport 9-1-1 calls between and among PSAPs using a NG 9-1-1 call routing platform.

This Schedule No. A21 applies only to Service furnished by Pacific Bell over facilities wholly within the State of California. While the tariff sheets act as a contract for AT&T Switched Ethernet Service, the Customer and/or the Company may nonetheless desire to execute a written agreement for the provision of such Service. This tariff does not prohibit Customer and Company from executing such agreements. (N)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-1 General (Cont'd)

SD-1.2 Definitions

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

"AT&T" means Pacific Bell Telephone Company.

"Customer" means any individual, partnership, association, joint-stock company, trust, corporation, governmental entity, or any other entity which provides or receives NG 9-1-1 and subscribes to the Service offered under this Tariff, including both wholesale Customers and End User Customers of AT&T.

"Customer's Premises" and "Customer Location" (or similar terms) means the location at which the 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.

"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.

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-1 General (Cont'd)

SD-1.3 Ordering

SD-1.3.1 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 Tariff (in addition to other applicable Service charges set forth herein).

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 Tariff; or
- Where another charge applies to a particular type of change.

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A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-1 General (Cont'd)

SD-1.3 Ordering (Cont'd)

SD-1.3.2 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.

When a Customer 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 Connection basis as shown in the table below:

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-1.3.2.1 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;
- (3) If AT&T requests that the Customer cancel and re-submit an order; or
- (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.

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A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-1 General (Cont'd)

SD-1.4 Billing

SD-1.4.1 Cost Assessment Charge

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 Federal Universal Service Fund (FUSF).

<u>Service</u>	<u>Monthly % Rate</u>	
AT&T Switched Ethernet Service	7.00%	(N)

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A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

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 as set forth in A2. General Regulations. Special Construction charges may apply.

SD-3 Provisioning and Service Arrangements

Service will be provisioned using the service components described below.

- Service is limited to the Basic Arrangement and Basic Ports, subject to the terms and conditions set forth in Section SD-3.

The amount of Port capacity available for Customer's use is subject to overhead necessary to support Service. (N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-3 Provisioning and Service Arrangements (Cont'd)

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 and 1 Gbps.

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 1 Gbps.

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

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

The Customer must select a single CIR for each Basic Port. The CIR selected cannot exceed the Port capacity. CIR is offered with 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. The only CoS available for Service is Real-Time.

SD-3.1.3 Ethernet Virtual Connections (EVC)

An EVC provides a logical connection to enable the flow of Ethernet traffic between two Ports. EVCs may be established between Ports located in the same Local Access and Transport Area (LATA) or in different LATAs. EVCs are not billed to the Customer as a separate rate element. (N)

Continued

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A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-3 Provisioning and Service Arrangements (Cont'd)

SD-3.1 Basic Arrangement (Cont'd)

SD-3.1.4 Ethernet Private Line Design Configuration

Service is available in the following design configurations:

Configuration	Port Speed	Port Qty	CIR	CIR Qty
2 Mbps Ethernet Private Line (2M EPL)	100 Mbps	2	2 Mbps	2
2 Mbps Ethernet Private Line (2M EPL)	1 Gbps	2	2 Mbps	2
10 Mbps Ethernet Private Line (10M EPL)	100 Mbps	2	10 Mbps	2
10 Mbps Ethernet Private Line (10M EPL)	1 Gbps	2	10 Mbps	2
100 Mbps Ethernet Private Line (100M EPL)	100 Mbps	2	100 Mbps	2
100 Mbps Ethernet Private Line (100M EPL)	1 Gbps	2	100 Mbps	2
1000 Mbps Ethernet Private Line (1G EPL)	1 Gbps	2	1000 Mbps	2

SD-3.1.5 Frame Size

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

- 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. (N)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

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 and 1 Gbps Ports.

SD-4.2 Alternate Serving Switch

The Alternate Serving Switch option allows Customers to order Service from a switch that is different from the switch that would normally serve the Customer's Premises. The Alternate Serving Switch charges apply for mileage measured between the alternate switch wire center and the Customer's Premises serving wire center.

Monthly rates apply for mileage from the alternate switch to the Customer's Premises serving wire center and are based on design and will be determined at the time of order.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

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21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-4 Optional Features and Functions (Cont'd)

SD-4.3 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 Ports must be purchased by the same Customer and must be a 1 Gbps port. The Diverse Access feature is not available on 100M ports. Customers purchasing Diverse Access will be charged a Diverse Access feature charge associated with each of the two designated Ports.

Each designated Port will be provisioned on different Network Terminating Equipment (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. For some locations, only partial diversity may be enabled, and AT&T shall inform Customer of the portions of commonality prior to placing the order. Special Construction charges may be applicable in order to construct diversity. 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.

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.

(N)

Continued

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A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-4 Optional Features and Functions (Cont'd)

SD-4.4 Maintenance of Service and Additional Labor

For the purpose of Section 4.4 and 4.5, 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.

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
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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. However, at no time will the Customer be charged if trouble is found to be on AT&T's side of the demarcation point. (N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-4 Optional Features and Functions (Cont'd)

SD-4.4 Maintenance of Service and Additional Labor (Cont'd)

SD-4.4.1 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.

A Maintenance of Service charge also applies if: (i) AT&T is able to clear any trouble with 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 Premises.

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 SD-4.4) will be subject to a minimum charge on an Overtime and/or Premium Time basis of four (4) 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.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-4 Optional Features and Functions (Cont'd)

SD-4.4 Maintenance of Service and Additional Labor (Cont'd)

SD-4.4.2 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.

AT&T will notify the Customer that Additional Labor charges, as set forth in the pricing section of this Tariff, will apply before any additional labor is undertaken.

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++)
- 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 Tariff. (USOC ALK, ALK++)

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

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A21. NG 9-1-1 TRANSPORT SERVICES

21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-4 Optional Features and Functions (Cont'd)

SD-4.5 Testing

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

- ACAT (USOC SNT, SNT++)

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 Premises.

- NST (USOC SNO, SNO++)

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.

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. (N)

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A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Description (SD) (Cont'd) (N)

SD-4 Optional Features and Functions (Cont'd)

SD-4.6 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:

- Paper;
- Electronic Data Interchange (EDI);
- Electronic data transmission;
- CD-ROM; or
- DVD.

Not all Billing Media Formats may be available. Additional copies of bills and secondary bills may be available subject to an additional charge.

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

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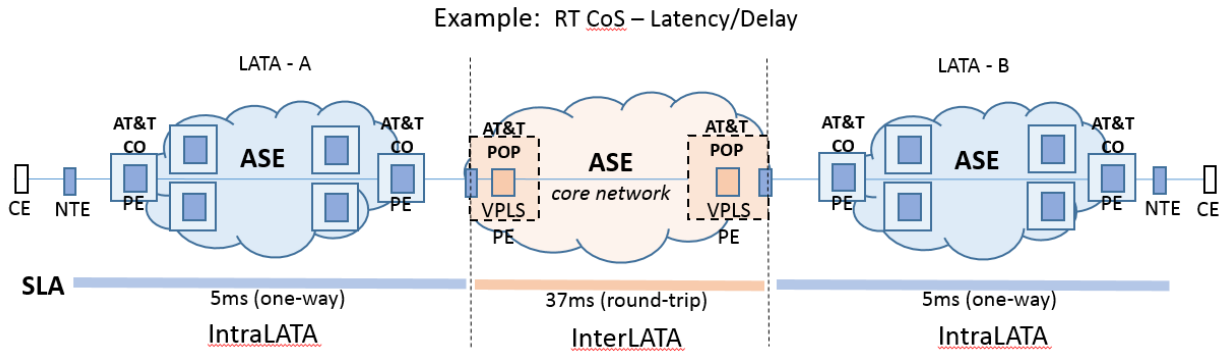
A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd)

(T)

Service Level Agreement (SLA)

(N)

SLA-1 Class of Service (CoS) SLA



CoS SLA credits will be granted for Service if AT&T fails to meet Service parameters (i.e., Latency, Jitter, and Packet Delivery Rate (PDR)) measured separately for intraLATA and interLATA EVCs, subject to the following terms and conditions:

- The Customer must notify AT&T when performance for any Service parameter fails to meet the committed level for any calendar month.
- The Customer must request a Service credit for any performance failure within 45 days after the end of the month when the failure occurred.
- Upon verification by AT&T that actual Service performance for the relevant parameter failed to meet the committed level, AT&T will correct the problem within one month.

If, after one month, Service performance for the relevant parameter still fails to meet the committed level, the Customer will be provided a Service credit equal to 25 percent of the Monthly Recurring Charges (MRCs) for all affected Ports applicable to the missed parameter. Only one such credit, per Port, shall be applied per calendar month, regardless of the number of Service parameters for which performance failed to meet the committed levels.

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Level Agreement (SLA) (Cont'd) (N)

SLA-1 Class of Service (CoS) SLA (Cont'd)

IntraLATA Latency, Jitter, and Packet Delivery Rate (PDR)

IntraLATA Latency, Jitter, and Packet Delivery Rate (PDR) will be measured by averaging sample measurements taken during a calendar month between the NTE to which the Customer Ports are attached (i.e., end to end), when the Service network is available for use by the End User. The IntraLATA SLA Service parameters are based on a LATA-wide average of the Customer's one-way traffic traversing the NTE and the network within each applicable LATA. The committed level for IntraLATA Latency and Jitter is to be not more than, and for PDR is to be not less than, the levels set forth in the IntraLATA SLA table below. For any failure of the IntraLATA Latency, Jitter, or PDR SLA, the "affected Ports" will be those which were connected with intraLATA EVCs during the month for which the Customer has requested an SLA credit.

The following table displays the CoS IntraLATA SLA service parameters:

Class of Service	Service Measurement*		
	Latency (one-way)	Jitter	Packet Delivery Rate (PDR)
Real Time	5 ms	3 ms	99.995%

* Measured performance will be rounded to the decimal place indicated in the table. For example, 5.49 ms will be rounded down to 5 ms; and 5.50 ms will be rounded up to 6 ms.

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A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Level Agreement (SLA) (Cont'd) (N)

SLA-1 Class of Service (CoS) SLA (Cont'd)

InterLATA Latency, Jitter, and Packet Delivery Rate (PDR)

InterLATA Latency, Jitter, and Packet Delivery Rate (PDR) will be calculated by averaging sample measurements taken during a calendar month between city pairs on the AT&T core network. Those city pairs are not necessarily representative of Customer's Service locations. Measurements will reflect the performance of the AT&T core (interLATA Ethernet) network only, as reported in AT&T Global Performance Reporting systems or such other source as AT&T may designate. Measurements will reflect performance between AT&T core network Ethernet switches in each measured LATA and will not include local transport or backhaul segments. The InterLATA SLA target for Latency and Jitter are to be not more than, and for PDR is to be not less than, the levels set forth in the InterLATA SLA table below. For any failure of the InterLATA Latency, Jitter, or PDR SLA, the "affected Ports" will be those which were connected with InterLATA EVCS during the month for which the Customer has requested an SLA credit.

The following table displays the CoS InterLATA SLA Service parameters:

Class of Service	Service Measurement*		
	Latency (round trip)	Jitter	Packet Delivery Rate (PDR)
Real Time	37 ms	3 ms	99.95%

* Measured performance will be rounded to the decimal place indicated in the table. For example, 5.49 ms will be rounded down to 5 ms; and 5.50 ms will be rounded up to 6 ms.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Level Agreement (SLA) (Cont'd) (N)

SLA-2 Network Availability SLA

The Network Availability SLA service parameter is to be not less than 99.99% for all Customer Ports. Network Availability will be calculated as the percentage of time during a month that the network is capable of accepting and delivering Customer data during the measurement period.

Network Availability includes the Ethernet core network and the local loop. Network outage time during maintenance windows will be excluded from Network Availability calculations.

The calculation for Network Availability for a given month is as follows:

$$\text{Network Availability\#} = \frac{[(24 \text{ hours} \times \text{days in the month} \times 60 \text{ minutes} \times \text{number of Customer Ports in the LATA}) - \text{network outage time}]}{(24 \text{ hours} \times \text{days in the month} \times 60 \text{ minutes} \times \text{number of Customer Ports in the LATA})}$$

The Customer shall: (1) notify AT&T within 45 days after the end of any calendar month for which Network Availability fails to meet the committed level; and (2) request a Service credit. Upon verification by AT&T that actual Service performance for Network Availability failed to meet the committed level, AT&T will issue a credit to the Customer in an amount equal to 10 percent of the MRC for all Customer Ports in the LATA.

Measured performance will be rounded to the nearest hundredth (decimal place). For example, 99.985% will be rounded to 99.99%. (N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Level Agreement (SLA) (Cont'd) (N)

SLA-3 Credit Allowance for Service Interruptions

Service is considered to be interrupted when it becomes unusable because of a failure of a facility component used to furnish Service under this Tariff. The interruption must result in the complete loss of such Service. An interruption period starts when an inoperative Service is reported to AT&T and ends when the Service is operative.

The credit allowance for an interruption or for a series of interruptions shall be calculated based on the applicable monthly rate for the Port (or Ports) which were interrupted, including the other rate elements associated with that Port (CIR, repeater, etc.). No credit shall be applicable to other Ports on the network that were uninterrupted, even if they were unable to connect to an interrupted Port.

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

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Level Agreement (SLA) (Cont'd) (N)

SLA-4 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 AT&T'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 AT&T;
- Interruptions caused by the negligence of the Customer or End User;
- Interruptions of Service during any period in which AT&T is not afforded access to the premises where the Service is terminated;
- When AT&T and the Customer negotiate the release of 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 AT&T's scheduled maintenance windows;
- Data exceeding subscribed CIR; and/or
- Failures of any structures, facilities, or equipment on the Customer's side of the demarcation point. (N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Service Level Agreement (SLA) (Cont'd) (N)

SLA-5 SLA Other Terms and Conditions

EVCs with Real Time CoS on Ports served via Ethernet over Copper (EoCu) loop media are excluded from calculations that determine whether the intraLATA Latency SLA is met.

IntraLATA EVCs with Real Time CoS between Ports that are connected with an inter-Central Office facilities path extending more than 200 miles are not subject to the Real Time Latency SLA and are excluded from calculations that determine whether the intraLATA Latency SLA is met.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100 percent of the monthly recurring charge for the Port and associated rate elements. (N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Pricing (P) (N)

P-1 Rate Elements

Except as set forth below, monthly recurring charges for Service Ports and associated CIRs are set forth in Section P-4 and vary by Port type, CIR, CoS, and term.

P-2 Ethernet Payment Plan (EPP)

To subscribe to Service, the Customer must select a 12 Month EPP.

- (1) Nonrecurring charges shown in Sections P-4.1 and P-4.2 will be waived for Customers subscribing to new service under an EPP, and subject to Section P-2(3) and Section P-2(5), or for Customers renewing Service under an EPP on an existing circuit. For moves of Service and Service reconfigurations, nonrecurring charges will apply as specified in Sections P-2(6) and (7).
- (2) During the Customer's EPP term, AT&T initiated rate changes (i.e., rate increases or decreases) will be automatically applied to the Customer's EPP rates for the months remaining in the Customer's EPP term. However, at no time during the Customer's EPP term will rates exceed the Customer's initial EPP rates.
- (3) When an EPP term expires, the Customer may select a new EPP term from among any EPP options which are then available to Customers under this Tariff. EPP rates in effect at the time the new EPP term starts will apply. If the Customer orders such new EPP term at least 10 days, but not more than 90 days, in advance of the existing EPP term expiration date, the new EPP term will begin immediately after the order is processed.
- (4) The Term Extension Month-to-Month (MTM) rates in Section P-4 will apply when a Customer's EPP term expires. The Customer will be billed the MTM rates in effect until such time as the Customer selects a new EPP or the Service is disconnected.
- (5) Termination Liability will apply if the Customer disconnects Service (or AT&T disconnects Service for default by Customer) prior to the end of the EPP. Termination Liability will be determined based on the number of months remaining in the EPP term times 50 percent of the applicable EPP monthly charges, calculated as follows:

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

In addition, the Customer must pay all nonrecurring charges that AT&T waived, as specified in Section P-2(1).

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Pricing (P) (Cont'd) (N)

P-2 Ethernet Payment Plan (EPP) (Cont'd)

- (6) Moves involve a change in the physical location of one of the following:
- Point of service demarcation in the same building; or
 - Change of Customer Premises to a new building.

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

A new EPP term is not required (if still under EPP term) and Termination Liability will not apply for such a move. For move requests for Service that is currently being billed MTM rates, the Customer must select an EPP term for the Service at the new location. The new EPP term will be subject to the rates in effect at the time of the move.

When the move is to a different building (i.e., a different Customer Premises), such a move is treated as a disconnection of Service and an activation/installation of new Service. If the disconnected Service is under an EPP term, AT&T will bill the Customer for any previously waived nonrecurring charges for Service. Termination liability will apply for such a move (if the EPP term has not expired) except where all of the following conditions apply:

- The new Service locations must be served by AT&T 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, subject to the rates in effect at the time of the move, for the new Service at the new location that has a term that is equal to or greater than the remainder of the existing EPP;
- Orders from the Customer to disconnect the existing Service and re-establish Service at the new location must be placed by the Customer and received by AT&T on the same date; and
- No lapse in billing will occur for moves of Service under an EPP. If the Customer requests that both the existing Service and the new Service be in service at 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.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Pricing (P) (Cont'd) (N)

P-2 Ethernet Payment Plan (EPP) (Cont'd)

(7) The Customer may rearrange/reconfigure Service, subject to the conditions below.

Upgrade: An "Upgrade" for purposes of this P-2(7) consists of replacing a 100 Mbps port with a 1 Gbps port.

EPP Termination Liability will not apply to an Upgrade, provided that the following conditions apply:

- The new and existing Services must be billed to the same Customer at the same Customer Location; and
- The Customer must select a new EPP term with a term that is equal to or greater than the remainder of the EPP term of the disconnected Service.

If Customer Upgrades Service during an EPP term, AT&T will bill Customer for any previously waived nonrecurring charges associated with the existing Service for all Service components affected by such reconfiguration.

Downgrade: A "Downgrade" for purposes of this P-2(7) is a reconfiguration that consists of a reconfiguration from a 1 Gbps Port to a 100 Mbps Port.

Downgrades are subject to EPP Termination Liability and nonrecurring charges, as set forth in Section P-2(5), will apply to all Service components affected. Customer must select a new EPP term for the reconfigured Service. The new EPP term will be subject to the rates in effect at the time of the reconfiguration.

Other: Reconfigurations that require changes only to the CIR are not subject to EPP Termination Liability, but the nonrecurring charges associated with the new CIR will apply.

The term effective dates associated with the Port shall apply to the associated CIR. For example, a Customer with a 12-month EPP term on a Port and CIR configuration may change the CIR in month 8, without changing the original EPP expiration date associated with both the Port and CIR.

P-3 Administrative Charge

The Administrative Charge (also known as an Order Charge) is a nonrecurring charge that applies for each order. AT&T will waive the Administrative Charge for new service ordered under an EPP or renewed service under an EPP on an existing circuit as specified in Section P-2(1). (N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Pricing (P) (Cont'd) (N)

P-4 Rates and Charges

P-4.1 Port - EPP Monthly Rates

Design Configuration	Port (Qty)	USOC	Real Time CoS/CIR (Qty)	USOC	Non Recurring Charges* (NRC)	Monthly Recurring Charges			
						12 Months	24 Months	36, 48, or 60 Months	Monthly Extension (Expired EPP)
2 Mbps Ethernet Private Line (2M EPL)	100 Mbps Port (2)	EYQEX	2 Mbps (2)	R6E2X	\$2,075.00	\$661.25	\$575.00	\$500.00	\$661.25
2 Mbps Ethernet Private Line (2M EPL)	1 Gbps Port (2)	EYQFX	2 Mbps (2)	R6E2X	\$2,250.00	\$661.25	\$575.00	\$500.00	\$661.25
10 Mbps Ethernet Private Line (10M EPL)	100 Mbps Port (2)	EYQEX	10 Mbps (2)	R6EBX	\$2,075.00	\$1,058.00	\$920.00	\$800.00	\$1,058.00
10 Mbps Ethernet Private Line (10M EPL)	1 Gbps Port (2)	EYQFX	10 Mbps (2)	R6EBX	\$2,250.00	\$1,058.00	\$920.00	\$800.00	\$1,058.00
100 Mbps Ethernet Private Line (100M EPL)	100 Mbps Port (2)	EYQEX	100 Mbps (2)	R6ELX	\$2,075.00	\$3,174.00	\$2,760.00	\$2,400.00	\$3,174.00
100 Mbps Ethernet Private Line (100M EPL)	1 Gbps Port (2)	EYQFX	100 Mbps (2)	R6ELX	\$2,250.00	\$3,174.00	\$2,760.00	\$2,400.00	\$3,174.00
1000 Mbps Ethernet Private Line (1G EPL)	1 Gbps Port (2)	EYQFX	1000 Mbps (2)	R6EZX	\$2,250.00	\$5,175.00	\$4,500.00	\$5,951.25	\$5,175.00

* Nonrecurring Charges are waived for service ordered under an EPP as specified in Section P-2(1). (N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd) (T)

Pricing (P) (Cont'd) (N)

P-4 Rates and Charges (Cont'd)

P-4.2 Optional Features

Rate Element	USOC	Nonrecurring Charges*	12 Months	24 Months	36, 48, or 60 Months	Monthly Extension (Expired EPP)
Alternate Serving Switch						
<i>Miles</i>						
0 - 10	1HHEK	\$1,200.00	\$214.91	\$186.88	\$162.50	\$214.91
11 - 25	1HHEL	\$1,200.00	\$429.81	\$373.75	\$325.00	\$429.81
26 - 35	1HHEM	\$1,200.00	\$1,494.43	\$1,299.50	\$1,130.00	\$1,494.43
36 - 50	1HHEN	\$1,200.00	\$1,200.00	\$1,520.88	\$1,322.50	\$1,150.00
Diverse Access	EY7AD	\$600.00	\$165.31	\$143.75	\$125.00	\$165.31

P-4.3 Ordering Charges

Ordering Charges		
	USOC	Charge
Order Charge* (Administrative Charge)	NRBAO	\$46.00

* Nonrecurring Charges are waived for Service ordered under an EPP as specified in Section P-2(1).

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd)

(T)

Pricing (P) (Cont'd)

(N)

P-4 Rates and Charges (Cont'd)

P-4.4 Maintenance of Service, Additional Labor and Testing Charges

	USOC	First Half Hour or Fraction Thereof	USOC	Each Additional Half Hour or Fraction Thereof
Additional Labor - Installation, per technician				
Overtime	ALXF	\$26.10	ALXS	\$26.10
Premium Time	ALHPF	\$34.00	ALHPS	\$33.91
Additional Labor - Standby, per technician				
Basic Time		None	ALTNS	\$18.16
Overtime		None	ALTXS	\$26.10
Premium Time		None	ALTPS	\$34.00
Additional Labor - testing and maintenance with other telephone companies or Other Labor, per technician				
Basic Time	ALKNF	\$18.16	ALKNS	\$18.16
Overtime	ALKXF	\$26.10	ALKXS	\$26.10
Premium Time	ALKPF	\$34.00	ALKPS	\$34.00
Maintenance of Service Charges				
Basic Time	MVV/MVV++	\$200.00	MVV/MVV++	\$85.00
Overtime	MVV/MVV++	\$350.00	MVV/MVV++	\$150.00
Premium Time	MVV/MVV++	\$400.00	MVV/MVV++	\$185.00
Additional Cooperative Acceptance Testing (ACAT), per technician				
Basic Time	SNTNF	\$18.16	SNTNS	\$18.16
Overtime	SNTXF	\$26.10	SNTXS	\$26.10
Premium Time	SNTPF	\$34.00	SNTPS	\$34.00
Nonscheduled Testing (NST), per technician				
Basic Time	SNONF	\$18.16	SNONS	\$18.16
Overtime	SNOXF	\$26.10	SNOXS	\$26.10
Premium Time	SNOPF	\$34.00	SNOPPS	\$34.00

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd)

(T)

Pricing (P) (Cont'd)

(N)

P-4 Rates and Charges (Cont'd)

P-4.5 Billing Media Charges

Billing Media Charges		
	USOC	Charge
Electronic data transmission - per record	WCP4X	\$0.014
CD-ROM - per disk	WCP6X	\$10.00
DVD - per disk	WCP7X	\$10.00

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

A21.3 RESERVED FOR FUTURE USE (Cont'd)

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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE

(N)

21.4.1 BASIC CHANNEL DESCRIPTION

A High Capacity channel is a channel for the transmission of nominal 1.544 Mbps or 44.736 Mbps isochronous serial data. 9-1-1 High Capacity channels are provided between customer designated premises.

High Capacity service offerings are only available where facilities and operating conditions permit. Where facilities are not available, Special Construction charges may apply as shown in 21.4.6.

The Service provided in this tariff can be purchased only by the following entities (as defined in this tariff) for the sole purpose of transporting 9-1-1 calls within the State of California:

- **Originating Service Providers (OSPs)** to transport their own end-user 9-1-1 traffic to a NG 9-1-1 Service Provider;
- **NG 9-1-1 Service Providers** to transport 9-1-1 traffic received from OSPs to Public Safety Answering Points (PSAP) using a NG 9-1-1 call routing platform; or
- **9-1-1 Authorities** to transport 9-1-1 calls between and among PSAPs using a NG 9-1-1 call routing platform.

Applicable to 9-1-1 High Capacity Service furnished by Pacific Bell over facilities wholly within the State of California. While the tariff sheets act as a contract for 9-1-1 High Capacity Service, the Customer and/or the Company may nonetheless desire to execute a written agreement for the provision of such service. This tariff does not prohibit Customer and Company from executing such agreements.

Ordering Options as outlined in 21.4.7 following apply to 9-1-1 High Capacity Service.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.1 BASIC CHANNEL DESCRIPTION (Cont'd)

There are three basic rate categories which apply to 9-1-1 High Capacity Service:

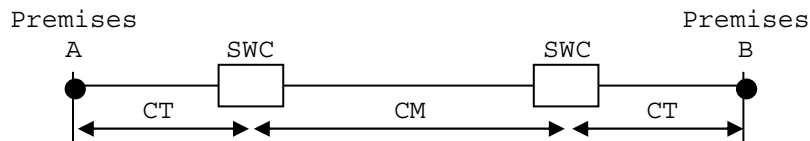
- Channel Terminations
- Channel Mileage
- Optional Features and Functions

Service Configuration - Two-Point Service

The following diagram depicts a two-point 9-1-1 High Capacity Service connecting two customer designated premises located 15 miles apart.

Applicable rate elements are:

- Channel Terminations (CT) (2 applicable)
- Channel Mileage (CM) (mileage band Over 0 miles)



(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.1 BASIC CHANNEL DESCRIPTION (Cont'd)

(A) Channel Termination

The Channel Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature. One Channel Termination charge applies per customer designated premises at which the channel is terminated. Thus, two Channel Termination charges are applicable for each DS1 or other digital transport facility connected to Primary Rate ISDN (PRI) service.

For DS1 High Capacity Synchronous Timing Service connecting a customer designated premises to a wire center Building Integrated Timing Supply (BITS) timing clock will be charged only one Channel Termination. There is no charge of the Channel Termination at the BITS timing clock.

(B) Channel Mileage

The Channel Mileage rate category provides for the transmission facilities between the serving wire centers associated with two customer designated premises. Channel mileage is portrayed in mileage bands. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile. The flat rate Channel Mileage charge is charged on a per segment basis. Refer to *Mileage Measurement* provisions found below for rate regulations relating to mileage measurement.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.1 BASIC CHANNEL DESCRIPTION (Cont'd)

(B) Channel Mileage (Cont'd)

Mileage Measurement

The mileage to be used to determine the monthly rate for the Channel Mileage is calculated on the airline distance between the locations involved (i.e., the serving wire centers associated with two customer designated premises). The serving wire center associated with a customer designated premises is the serving wire center from which the customer designated premises would normally obtain dial tone.

- Two-point Service

Mileage is shown in paragraph 21.4.4 in terms of mileage bands. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4, Sections 11 and 16. For Information on how to obtain copies of the NECA Tariff see Section 14 following, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE

(N)

21.4.1 BASIC CHANNEL DESCRIPTION (Cont'd)

(A) Optional Features and Functions

The Optional Features and Functions rate category provides for optional features and functions which may be added to a NG 9-1-1 Transport Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance which characteristics may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Conditioning

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE

(N)

21.4.2 OPTIONAL ARRANGEMENTS

Special Facilities Routing

A customer may request that the facilities used to provide NG 9-1-1 Transport Service be specially routed.

The NG 9-1-1 Transport Service provided under this tariff is provided over such routes and facilities as the Company may elect. Special Facilities Routing is involved, when, in order to comply with requirements specified by the customer, the Company provides NG 9-1-1 Transport Service in a manner which includes one or more of the following conditions and at the rates specified:

Diversity

Two or more services must be provided over not more than two different physical routes.

Avoidance

A service must be provided on a route which avoids specified geographical locations.

Rates and charges will be developed on an individual case basis and billed using the following USOCs:

<u>Special Facilities Routing Type</u>	<u>USOC</u>
Diversity	SYD++
Avoidance	SYA++
Diversity and Avoidance Combined	SYB++

In order to avoid the compromise of special routing information, the Company will provide the required routing information for each specially routed service to only the ordering customer. If requested by the customer, this information will be provided when service is installed and prior to any subsequent changes in routing.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.2 OPTIONAL ARRANGEMENTS (Cont'd)

Acceptance Testing

At no additional charge, the Company will, at the customer's request, cooperatively test at the time of installation, the parameters applicable to the service as specified in the order for service.

All tests results will be made available to the customer upon request. Acceptance testing will be performed at the Company's local loop demarcation point. The Company may perform additional testing on the customer's side of the local loop demarcation point at the customer's request and expense.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE

(N)

21.4.3 TERM PAYMENT PLANS (TPP)

(A) Minimum Period

The minimum period for DS1 1.544 Mbps Service is one month.
The minimum period for DS3 44.736 Mbps Service is one year.

(B) Term Payment Plan Periods

DS1 1.544 Mbps Service is available on a month-to-month basis. DS1 1.544 Mbps Service is also available under a Term Payment Plan whereby customers must select either a 1 year, 2 years, or 3 years term period. After the selected Term Payment Plan is satisfied, the monthly rate will apply unless a new TPP is selected.

DS3 44.736 Mbps Service is only available under a Term Payment Plan whereby customers must select either a 1-year or 3-year term period. After the selected Term Payment Plan is satisfied, the Monthly Extension rate will apply unless a new TPP is selected.

(C) Renewals

At the end of a TPP term, the customer may elect a new TPP term with the rates in effect at that time. If the customer either elects not to renew the TPP or does not notify the Company of their intent to establish a new TPP, the service will automatically be billed under the tariffed month-to-month (or Monthly Extension) rates in effect at the time the TPP expires.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.3 TERM PAYMENT PLANS (TPP) (Cont'd)

(D) Upgrades

During a customer's TPP term, conversion may be made to a new TPP term of the same or different length or to a higher speed service, if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP term becomes effective upon execution. Existing customer may change from a month-to-month arrangement to a TPP. No credit for months under the previous TPP may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. Nonrecurring charges as appropriate will apply if a customer converts to a higher speed service. The rates applicable for the new term are those currently in effect for new customers.

(E) Moves

During a TPP term, a customer may move one Channel Termination (Local Distribution Channel) of a DS1 service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. Moves to a different serving office however may result in a change in the monthly charges. Nonrecurring charges as appropriate are applicable. The nonrecurring charge that is currently in effect for month-to-month service offering will apply.

If the customer moves both ends of the service concurrently the customer will be liable for Termination Liability charges. Rules and regulations for Moves in paragraph 21.4.7.4.7 are applicable.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.3 TERM PAYMENT PLANS (TPP) (Cont'd)

(F) NRC Waiver/Term Offering for High Capacity Service (1.544 Mbps)

The Company will waive the nonrecurring charge for a 9-1-1 High Capacity Service (1.544 Mbps) channel termination in areas where the Company has existing and available fiber facilities between the customer's serving wire center and the customer's premises location. In order to determine whether suitable facilities are available, a service inquiry is initiated through a Company business office.

The following conditions must be met:

- (1) The 1.544 Mbps channel termination will be installed and nonrecurring charges waived only at the customer premises where the High Capacity service terminates and facilities permit. All other charges will incur the applicable rates and charges as stated in the tariff.
- (2) The customer is required to retain the service for a minimum period of two years (24 months) from the installation date.
- (3) The customer may make changes, except a disconnection, to the service during the two-year minimum period at the applicable tariffed rates and charges.
- (4) If at any time during the two-year (24 months) minimum period following installation, the service is disconnected as a result of a customer request or disconnection of the customer's service in accordance with the Company's applicable tariffs, the customer will be charged a portion of the nonrecurring charges waived at the time of installation. Each month the customer retains the service, the termination liability will be reduced by 1/24th of the nonrecurring rate in effect at the time of installation.
- (5) A change from a channel termination as described in this Schedule to a channel termination as described in the Company's Tariff F.C.C. No. 1 will be considered a service disconnection, and will be subject to the termination liability as described above.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.3 TERM PAYMENT PLANS (TPP) (Cont'd)

(G) Termination Liability Charges for Payment Plans

For Term Payment Plans discontinued prior to the end of their Payment Plan period, the Termination Liability Charges will apply as follows:

(1) DS1 1.544 Mbps Service Term Payment Plans:

- Customers requesting the termination of a TPP prior to the expiration date, excluding TPP terminated as a result of a renegotiation, will be charged a termination charge as indicated below. These charges shall become due and owing as of the effective date of the termination and are payable within 30 days of the bill date, subject to interest penalty on the unpaid balance.
- The customer's termination charge shall be equal to all waived and/or unpaid nonrecurring charges at currently effective month to month rates, plus 50% of the remaining months multiplied by the monthly recurring charges.

(2) DS3 44.736 Mbps Service Term Payment Plans:

- For Payment Plans discontinued prior to the end of the first year of the Payment Plan period, the customer will be liable for 75% of the total monthly charges for the unexpired portion of the first year of service. In addition, the customer will be liable for 70% of the second year and 60% of the third year.
- For Payment Plans discontinued beyond the first year of the Payment Plan period, the customer will be liable for 70% of the total monthly charges for next 12 month period of the Payment Plan, 60% for the 13th through 24 months of the Payment Plan period, 50% for the 25th through 36 months, as applicable, for the remaining portion of the Payment Plan period.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd) (N)

21.4.4 RATES AND CHARGES

	USOC CABS/CRIS	Monthly Rates	Nonrecurring Charges	
			1st	Add'l
Channel Termination				
- Per point of termination at an End User location				
<u>DS1 1.544 Mbps Service</u>				
Month to Month	TMECS/TMECS	\$165.94	\$600.69	NA*
1 Year Term Plan	TMECS/T6XG1	160.00	600.69	NA*
2 Year Term Plan	TMECS/T6XG2	155.00	None	NA*
3 Year Term Plan	TMECS/T6XG3	140.00	None	NA*
<u>DS3 44.736 Mbps Service</u>				
1 Year Term Plan	Z3MAC/Z31AC	2,560.17	2,370.53	NA*
3 Year Term Plan	Z3MAC/Z33AC	2,086.06	NA	NA
Monthly Extension Rate	Z3MAC/TVJ8X	3,500.00	NA	NA

* For DS1 1.544 Mbps Service or DS3 44.736 Mbps Service, the charge for each point of termination is the charge shown for the 1st charge. (N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.4 RATES AND CHARGES (Cont'd)

	USOC CABS/CRIS	Monthly Rates	
		Fixed	Per Mile
Channel Mileage			
<u>DS1 1.544 Mbps Service</u>			
Mileage Bands			
0 miles			
Month to Month	1L5XX/1L5XX	\$0.00	\$0.00
1 Year Term Plan	1L5XX/1L5X1	0.00	0.00
2 Year Term Plan	1L5XX/1L5PS	0.00	0.00
3 Year Term Plan	1L5XX/1L5X3	0.00	0.00
Over 0 miles			
Month to Month	1L5XX/1L5XX	\$118.53	\$23.71
1 Year Term Plan	1L5XX/1L5X1	105.00	20.00
2 Year Term Plan	1L5XX/1L5PS	95.00	18.00
3 Year Term Plan	1L5XX/1L5X3	85.00	17.00
<u>DS3 44.736 Mbps Service</u>			
Mileage Bands			
0 miles			
1 Year Term Plan	1L5XX/1L5XX	\$0.00	\$0.00
3 Year Term Plan	1L5X3/1L5XX	0.00	0.00
Monthly Extension Rate	1YA1X/1L5XX	0.00	0.00
Over 0 miles			
1 Year Term Plan	1L5XX/1L5XX	\$789.86	\$62.58
3 Year Term Plan	1L5X3/1L5XX	640.04	41.72
Monthly Extension Rate	1YA1X/1L5XX	1,075.00	85.00

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd) (N)

21.4.4 RATES AND CHARGES (Cont'd)

Optional Features and Functions

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charge</u>
(a) Synchronous Timing - per port	SYNTM	\$71.12	None
(b) Clear Channel Capability - per Circuit Arranged	CCO	None	\$375.00*

* Nonrecurring Charge applies only to subsequent installation or removal of the Clear Channel Capability feature. Not applicable if Clear Channel provided upon original installation of the DS1 1.544 Mbps Service. (N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.5 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS

(A) General

9-1-1 High Capacity Service is interrupted when it becomes unusable to the customer because of a failure of a Company 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. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative. The total credit allowance available to the customer regardless of the number of service interruptions within a billing period will not exceed 100% of the monthly rates of the affected service.

(B) When A Credit Allowance Applies

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- No credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues. The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the service (i.e., two channel terminations, channel mileage, and optional features and functions).

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.5 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS (Cont'd)

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment, systems, or facilities including cable, wire, or jacks provided by the customer, building owner, or other vendors.
- (3) Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer or building owner has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Interruptions of a service which continue because of the failure of the customer or building owner to authorize replacement of any element of special construction, as set forth in paragraph 21.4.6. The period for which no credit allowance is made begins on the seventh day after the customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.5 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS (Cont'd)

(D) Use of an Alternative Service Provided by the Company

Should the customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing, or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.6 SPECIAL CONSTRUCTION

21.4.6.1 General

- (A) All rates and charges quoted in the schedules of the Company provide for the furnishing of service or channels when suitable facilities are available or where the additional construction of the necessary facilities does not involve unusual costs.
- (B) Where the additional construction of necessary facilities involves unusual costs and the revenue to be derived from the service or channels is not, in the opinion of the Company, sufficient to warrant the Company assuming the unusual costs of providing the necessary construction, the customer may be required to pay all or a portion of such costs, the amount depending upon the circumstances on an individual case basis.*
- (C) When construction is provided by a connecting telephone company, charges made to the customer will be based on the charges of the connecting telephone company.
- (D) Where a customer is so located that it is necessary to use private right-of-way to furnish a service or channels and the Company is unable to obtain the required right-of-way without cost, the customer may be required to pay the entire costs involved in securing and retaining such right-of-way.*
- (E) When attachments are made to poles of other companies, the additional cost to the Company of such attachments is borne by the customer.
- (F) Title to all construction provided wholly or partly at a customer's expense is vested in the Company.
- (G) Construction charges are payable at the time application for service is signed or when the account is rendered, at the option of the Company.
- (H) When circuitous routing or a type of construction not ordinarily required is provided at the customer's request, in cases where facilities would ordinarily be provided without construction charge to the customer, the excess cost of the construction is borne by the customer.*

* Includes Federal Income Tax gross-up amount, as listed in Schedule Cal.P.U.C. No. A2.1.3,D.

Continued (N)

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.6 SPECIAL CONSTRUCTION (Cont'd)

21.4.6.2 Types of Construction Specified by the Customer

(A) Underground

When underground construction is desired by the customer where aerial facilities ordinarily would be provided without a construction charge to the customer, the following regulations apply:*

- (1) Where cable is laid in conduit, the underground conduit is constructed and maintained by or at the expense of the customer. The construction charge made to the customer is based on the cost of the underground cable, including the cost of installing the cable, less the estimated cost to the Company of installing such aerial facilities as would be required for similar use.* The underground conduit shall be constructed in accordance with plans and specifications furnished by the Company.
- (2) The duct or ducts required in the underground conduit by the Company are reserved for its exclusive use.
- (3) When cable is laid in a trench, the construction charge made to the customer is based on the cost of the cable including the cost of installing the cable less the estimated cost to the Company of installing such aerial plant as would be required for similar use.*
- (4) Cable installed in conduit or trench will be maintained and replaced at the expense of the Company. However, repairs to or replacements of cable made necessary by damages caused by the customer, their employees or representatives, as well as water freezing in improperly drained conduits, will be at the customer's expense.

* Includes Federal Income Tax gross-up amount, as listed in Schedule Cal.P.U.C. No. A2.1.3,D.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.6 SPECIAL CONSTRUCTION (Cont'd)

21.4.6.2 Types of Construction Specified by the Customer (Cont'd)

(B) Change from Aerial to Underground*

Where aerial facilities are used to provide service or channels to a customer and subsequently the customer desires that such facilities be placed underground, the change from aerial to underground is made subject to the following conditions:

- (1) The underground conduit or trench is provided in accordance with (A)(1), preceding.
- (2) The customer is charged the cost of dismantling and removing the aerial facilities.
- (3) The customer is charged the cost of the cable including its installation in the conduit or trench.
- (4) The cable is maintained and replaced at the expense of the Company. However, repairs to or replacements of cable made necessary by damages caused by the customer, their employees or representatives, as well as by water freezing in improperly drained conduits, will be at the customer's expense.

21.4.6.3 Additional Charges*

Equipment and arrangements requested by the customer and not otherwise provided for, are furnished wherever possible, if facilities are available and if not detrimental to any of the services furnished by the Company, and additional charges based upon the costs incurred, apply.

21.4.6.4 Federal Income Tax

For Contributions in Aid of Construction that have been made taxable to the Company by the Tax Reform Act of 1986 or any federal act enacted thereafter, the Company will bill an additional fee which has resulted from the taxable income for payments that aid in our cost of construction, other contributions, and the fair market value of property contributions received in aid of construction, and the prior nonrecurring rates which will remain in effect.

* Includes Federal Income Tax gross-up amount, as listed in Schedule Cal.P.U.C. No. A2.1.3,D.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS

This section sets forth the regulations and order-related charges for Orders for NG 9-1-1 Transport Service. These charges are in addition to other applicable charges as set forth in other sections of this tariff.

An NG 9-1-1 Transport Service Order is an order to provide the customer with NG 9-1-1 Transport Service, or to provide changes to the aforementioned services.

21.4.7.1 Ordering Conditions

A customer may order any number of services of the same type, between the same premises on a single Order, except when the requested activity involves more than ten (10) Carrier Identification Codes. An additional Order is required for each additional ten (10) Carrier Identification Codes requiring establishment, removal or changes. All details for services for a particular order must be identical.

The customer shall provide all information necessary for the Company to provide and bill the requested service. In addition to the order information required in paragraph 21.4.7.4, the customer must provide:

- Customer name and premises address(es);
- Billing name and address (when different from customer name and address); and
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation, and billing.

The Company will establish a service date when the customer has provided a firm commitment for the service and sufficient information to allow for the processing of the Order. The date on which the service date is established is considered to be the Application Date. The Company will provide a firm order confirmation to the customer and will advise the customer of the Application Date and the Service Date.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.1 Ordering Conditions (Cont'd)

The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with service date interval guidelines for those services with established intervals, and will be negotiated for all other services that do not have established intervals. Service interval tables will be provided to the customer, within a reasonable period, upon request.

Schedules of installation intervals will also specify the services and quantities of the services that may be provided within the standard intervals. The Company will provide services in accordance with the standard intervals except when circumstances are beyond its direct control. Service interval tables are further described in the 'Negotiated Interval' table following.

Service Intervals are available only where facilities and/or operating conditions for the NG 9-1-1 Transport Services exist.

NG 9-1-1 Transport Service will be installed during Company business hours. If a customer requests that installation be done outside normally scheduled business hours, and the Company agrees to this request, applicable charges will apply.

Certain Company critical dates are associated with the service interval. These dates provide a means to determine the provisioning costs incurred at any point during the service interval. The critical dates for each NG 9-1-1 Transport Service Order will be provided to the customer on the firm order confirmation. These dates will be used to develop cancellation charges as set forth in 21.4.7.4.2(B)(2)(b). Cancellation charges are calculated by determining the provisioning costs the Company has incurred as of the last critical date completed.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.1 Ordering Conditions (Cont'd)

Negotiated Interval

The Company will negotiate a service date interval with the customer when:

- (A) There is no standard interval for the service, or
- (B) The quantity of NG 9-1-1 Transport Services ordered exceeds the quantities specified in paragraph 21.4.7.4.1(D)(1) following, or
- (C) The customer requests a service date beyond the applicable standard interval service date.

Standard Intervals*

High Capacity DS1 1.544 Mbps	7 Days
High Capacity DS3 44.736 Mbps	7 Days #

The Company will offer a service date based on the type and quantity of NG 9-1-1 Transport Services the customer has requested. The negotiated interval may not exceed by more than six months the standard interval Service date, or, when there is no standard interval, the Company offered service date.

* Days are represented as business days.

Interval only applies where facilities and/or operating conditions permit. Where facilities and/or operating conditions do not permit, the interval is dependent upon the complete installation of new facilities and equipment.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.2 Provision of Other Services

(A) Additional Engineering is not an ordering option but will be applied to an NG 9-1-1 Transport Service Order when the Company determines Additional Engineering is necessary to accommodate a customer request. When Additional Engineering is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Company facilities is required, 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%.

21.4.7.3 Special Construction

Special Construction is not an ordering option, but may be applied to an NG 9-1-1 Transport Service Order to accommodate a customer request. When special construction is required, the customer will be so notified. If the customer agrees to the special construction, a firm order will be established. If the customer does not want the service or facilities after being notified that special construction is required, the order will be withdrawn and no charges will apply.

The regulations, rates, and charges for special construction are set forth in 21.4.6 and are in addition to the regulations, rates, and charges specified in this section.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders

An NG 9-1-1 Transport Service Order is used by the Company to provide services to a customer as follows:

- NG 9-1-1 Transport Service as described herein, and
- Other Services as set forth in paragraph 21.4.7.2.

Where the NG 9-1-1 Transport Service is subject to the surcharge (as set forth in *Special Access Service Surcharge* outlined below) and the customer does not use the NG 9-1-1 Transport Service as described and desires an exemption from the surcharge, it shall furnish with the order the certification as set forth below.

Rates and Charges

NG 9-1-1 Transport Service Order Charges (NRBAO)	USOC	Charge per NG 9-1-1 Transport Service Order
---	------	---

The following charge applies to the NG 9-1-1 Transport Service

NG 9-1-1 Transport Service Order Charge*	NRBAO	\$46.00
---	-------	---------

Special Access Service Surcharge

- All intraLATA Special Access circuits, i.e. circuits which are wholly within a LATA and do not have interLATA access capability, are exempt from the Special Access Service Surcharge. In order to receive this exemption, all customers ordering intraLATA Special Access Service on or after January 1, 1995 must notify the Company according to the self-reporting procedure described in (C) preceding. All IntraLATA service provisioned prior to January 1, 1995 will automatically receive this exemption. All customers must notify the Company if changes are made to circuits which make them no longer entitled to this exemption according to the self-reporting procedure.
- This exemption is necessitated by Decision 94-09-065 dated September 15, 1994, which authorized the consolidation of most of Schedule Cal.P.U.C. No. B. Private Line Services with Special Access Service. The surcharge does not apply to intraLATA circuits because the surcharge is intended to compensate the Company for use of the local exchange network by Special Access Services that are classified as intrastate interLATA.

* NRBAO is not applicable to renewals of Term Payment Plans where there is no change in the physical serving arrangement.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.1 NG 9-1-1 Transport Service Order Modifications

The customer may request a modification of its NG 9-1-1 Transport Service Order prior to the service date. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the Order modification, the Company will schedule a new service date. All charges for NG 9-1-1 Transport Service Order modifications will apply on a per occurrence basis.

Any increase in the number of NG 9-1-1 Transport Service channels will be treated as a new NG 9-1-1 Transport Service Order (for the increased amount only).

If order modifications are necessary to satisfy the transmission performance for a NG 9-1-1 Transport Service ordered by a customer, these changes will be made without order modification charges being incurred by the customer.

The regulation for intraLATA Private Line Services order modifications is contained in Schedule Cal.P.U.C. No. A2.1.3, B.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.1 NG 9-1-1 Transport Service Order Modifications (Cont'd)

(A) Service Date Change Charge

NG 9-1-1 Transport Service Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and reissued with the appropriate cancellation charges applied.

If the service date is changed to an earlier date, and the Company determines additional labor or extraordinary costs are necessary to meet the earlier service date requested by the customer, the customer will be notified by the Company that Expedited Order Charges as set forth in (D) following apply. Such charges will apply in addition to the Service Date Change Charge.

If the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers, a new service date may be established that is prior to the original standard or negotiated interval service date.

A service date change charge will apply on a per order, per occurrence basis for each service date changed. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Service Date Change Charge, per order	OMC/OMCSD	\$21.75

(B) Partial Cancellation Charge

Any decrease in the number of NG 9-1-1 Transport Service channels will be treated as a partial cancellation, and the charges as set forth in 21.4.7.4.2(B) will apply.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.1 NG 9-1-1 Transport Service Order Modifications (Cont'd)

(C) Design Change Charges

The customer may request a design change to the service ordered. A design change is any change to an NG 9-1-1 Transport Service Order which requires engineering review. An engineering review is a review, by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of channel interface.

Design changes do not include a change of customer premises when the end office switch(es) changes or NG 9-1-1 Transport Service channel 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.

The Company will review the requested change, notify the customer whether the change can be accommodated and specify if a new service date is required. If the customer authorizes the Company to proceed with the design change, a Design Change Charge will apply. The design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Design Change Charge, per order	H28	\$21.75

If a change of service date is required, the Service Date Change Charge as set forth in (A) preceding will also apply.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd) (N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.1 NG 9-1-1 Transport Service Order Modifications (Cont'd)

(D) Expedited Order Charge

(1) High Capacity 1.544 Mbps

If a customer desires that service be provided on a date earlier than the standard interval, the customer may request that service be provided in an expedited service interval. To qualify for an expedited interval the customer must provide end user premises access when needed until 11:00 PM (Pacific time), Monday through Friday.

If, upon reviewing the availability of equipment, facilities and scheduled workload the Company agrees to provide service on an expedited basis and the customer accepts this proposal, an Expedite Order Charge will apply.

The maximum number of circuits that may be expedited at the same location is limited to four (4) High Capacity 1.544 Mbps circuits at the same location. When the number of circuits exceeds the maximum allowable threshold, expediting the order will not be an option and the standard service interval will be negotiated.

If the Company determines that service can be provided on an expedited basis, the following charges will apply based upon expedited service interval. The Expedited Order Charge applies on a per order basis, regardless of the number of circuits (up to the maximum allowable amount).

High Capacity 1.544 Mbps Service

<u>USOC</u>	<u>Expedited Service Intervals</u>	<u>Expedite Order Charge</u>	
EODXV	6 days	\$525.00	
EODXT	5 days	\$575.00	
EODXR	4 days	\$625.00	
EODXP	3 days	\$675.00	(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.1 NG 9-1-1 Transport Service Order Modifications (Cont'd)

(D) Expedited Order Charge (Cont'd)

(1) High Capacity 1.544 Mbps (Cont'd)

- (a) In addition to Expedited Order Charges, if the Company determines that additional cost will be incurred to provide the service, Special Construction Charges as set forth in 21.4.6 may apply.
- (b) When a request to expedite an order occurs subsequent to the issuance of the NG 9-1-1 Transport Service Order, a Service Date Change Charge as set forth in 21.4.7.4.1(A) is applicable in addition to the Expedite Order Charge.
- (c) If the Company is subsequently unable to meet an agreed upon Expedite Service date, no Expedite Order Charge will apply unless the missed service date was caused by the customer.

21.4.7.4.2 Cancellation of NG 9-1-1 Transport Service Order

- (A) A customer may cancel an NG 9-1-1 Transport Service Order for the installation of service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the customer or customer's end user that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer or customer's end user is unable to accept NG 9-1-1 Transport Service within 30 calendar days of the original service date, the customer has the choice of the following options:
- The NG 9-1-1 Transport Service Order shall be cancelled, and charges set forth in (B) following will apply, or
 - Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the NG 9-1-1 Transport Service Order.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.2 Cancellation of NG 9-1-1 Transport Service Order (Cont'd)

(B) When a customer cancels an NG 9-1-1 Transport Service Order for the installation of service, a Cancellation Charge will apply as follows:

(1) If the customer cancels an NG 9-1-1 Transport Service Order prior to the start of installation of facilities, no charges shall apply.

(2) If installation of facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.

(a) The charge for the minimum period of NG 9-1-1 Transport Service ordered by the customer (Recurring and Nonrecurring charges).

(b) A charge equal to the costs incurred plus installation, less estimated net salvage. Such charge will include the nonrecoverable cost of equipment and material ordered, provided or used, plus the nonrecoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs as set forth in paragraph 21.4.7.1.

(3) In no event will cancellation charges be applied until the customer is notified of such charges. Cancellation charges as set forth in (2)(b) preceding are determined from the last critical date completed. Such dates are provided to the customer on the firm order confirmation at the time the order is placed.

(C) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.

(D) If the Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, government requirements, work stoppages and civil commotions), the customer may cancel the NG 9-1-1 Transport Service Order without incurring cancellation charges.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.3 Channel Specifications for NG 9-1-1 Transport Service Orders

(A) Since a Hubbing arrangement is not available with NG 9-1-1 Transport Service, the option to request a specific transmission path or channel is not provided.

21.4.7.4.4 Minimum Period

(A) Except as set forth in (B) following the minimum period for which DS1 1.544 Mbps Service is provided and for which charges are applicable is one month.

(B) The minimum period for DS3 44.736 Mbps is one year.

(C) Service Rearrangements as set forth in paragraph 21.4.7.4.6 for NG 9-1-1 Transport Services, respectively, may be made without a change in minimum period requirements.

(D) Changes other than those identified in paragraph 21.4.7.4.7 will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service.

The changes listed below are those which will be treated as a discontinuance and installation of service for which a new minimum period will be established.

(1) A move to a different building as set forth in 21.4.7.4.7; or

(2) A change in the type of NG 9-1-1 Transport Service Channel Termination.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.4 Minimum Period (Cont'd)

The Minimum Period Charge applies when the customer requests disconnect of NG 9-1-1 Transport Service prior to the expiration of the Minimum Period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- (A) For those NG 9-1-1 Transport Services to which usage sensitive rate elements apply, the Minimum Period Charge will be based on actual usage.
- (B) For those NG 9-1-1 Transport Services which are billed a flat monthly rate, the Minimum Period Charge will be the full monthly rate.
- (C) The Minimum Period Charge will include all nonrecurring charges associated with the establishment of the NG 9-1-1 Transport Service.

21.4.7.4.5 Shared Use Facilities

Shared Use NG 9-1-1 Transport Services provided over the same digital high capacity facilities is allowed. While shared use is allowed, individual services utilizing these facilities must be ordered as NG 9-1-1 Transport Service depending on the intended use. When placing the order for the individual service(s), the customer must specify a channel assignment for each service ordered.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.6 Service Rearrangements

Service rearrangements are changes to existing installed services which do not result in either a change in the minimum period requirements as set forth in 21.4.7.4.4 or a change in the physical location of the point of termination at a customer's designated premises or a change in the physical location of the customer premises. Customer initiated changes in the physical location of the point of termination or changes which require a change in the physical serving arrangement are treated as moves and are described and charged for as set forth in 21.4.7.4.7.

These are 2 types of Service Rearrangements: Administrative Changes and Service Changes.

(A) Administrative Changes

Administrative changes excluding change of customer of record, will be made without charge to the customer. Nonchargeable administrative changes require the continued provision and billing of the NG 9-1-1 Transport Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the NG 9-1-1 Transport Service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name - e.g., AT&T-Long Lines to AT&T-Communications);
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment;
- Change in billing data where billing entity remains the same (name, address, or contact name or telephone number);
- Change of customer circuit identification;
- Change of billing account number;
- Change of customer test line number;
- Change of customer's end user contact name or telephone number;
- Change of jurisdiction; and
- Change of Agency Authorization.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.6 Service Rearrangements (Cont'd)

(A) Administrative Changes (Cont'd)

For change of customer of record (i.e., NG 9-1-1 Transport Service) is provided to and billed to a different entity) where no physical work is required, (i.e., physical serving arrangement remains the same) the following charge will apply:

	<u>USOC</u>	<u>Nonrecurring Charge</u>
- per circuit	ANC	NO

For change of customer of record requiring physical work, charges set forth in 21.4.7.4.4 will apply.

(B) Service Changes

Service Changes listed below are physical changes to existing service. Charges apply as set forth below.

- If the change involves the addition of or a modification to an optional feature which has a separate nonrecurring charge, that nonrecurring charge will apply.
- If the service rearrangement involves NG 9-1-1 Transport Service.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.7 Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's designated premises;
- The customer's premises; or
- The EIS Point of Termination.

The charges for the move are dependent on whether the move is to a new location within the same premises or to a different premises.

(A) Moves Within the Same Premises

When the move is to a new location within the same premises, the charge for the move will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the NG 9-1-1 Transport Service termination affected. There will be no change in the minimum period requirements.

(B) Moves To a Different Premises

Moves to a different premises will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.4 NG 9-1-1 Transport Service Orders (Cont'd)

21.4.7.4.8 NG 9-1-1 Transport Service Orders for Services Provided by More Than One Company

NG 9-1-1 Transport Service provided by more than one Company are Services where one end of the NG 9-1-1 Transport Service Channel Mileage element is in the operating territory of one Company and the other end of the element is in the operating territory of a different company.

The ordering procedure for this service is dependent upon the billing arrangement to be used by the entities involved in providing the NG 9-1-1 Transport Service.

(A) Ordering Procedures - Single Bill

The Company that accepts the order from the customer and renders the bill will be determined as follows:

NG 9-1-1 Transport Service - Either Company may accept the order.

In all cases, the other Company(ies) involved shall also receive a copy of the order from the customer.

(B) Ordering Procedures - Multiple Bill

Each Company will accept an order for service from the customer for that portion of service provided within its territory.

(N)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

21.4 9-1-1 HIGH CAPACITY SERVICE (Cont'd)

(N)

21.4.7 ORDERING OPTIONS (Cont'd)

21.4.7.5 Available Inventory

Available inventory is limited and does not include facilities previously ordered. The Company will make every reasonable effort to maintain sufficient available inventory to provide NG 9-1-1 Transport Service in accordance with customers' requested service date intervals. To the extent that service can be provided, NG 9-1-1 Transport Service Orders will be satisfied from available inventory.

21.4.7.6 Certain NG 9-1-1 Transport Services may be offered to a customer through a Sales Agency Program as set forth in Schedule Cal.P.U.C. Nos. A2.1.1, Rule 1 - Definition of Terms. See also, A2.3 - Form, Network Services Marketing Agreement, Form No. UE 0028. The services available under a Sales Agency Program are:

- NG 9-1-1 High Capacity Service

(N)

Continued