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November 25, 2020
AT&T California (U 1001 C)
Advice Letter No. 48588

Public Utilities Commission of the State of California
Advice Letter Coordinator, Communications Division
505 Van Ness Avenue
San Francisco, CA 94102

Re: Revisions to AT&T Switched Ethernet Service under NG 9-1-1 Transport Services

Pursuant to General Order 96-B, AT&T California (U-1001-C) submits this Advice Letter to revise Schedule Cal. P.U.C. Nos. A. Network and Exchange Services, General Table of Contents and A21. NG 9-1-1 Transport Services, to add the revised AT&T Switched Ethernet Service offer tailored for use in the provision of NG 9-1-1 services.

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

This advice letter is submitted as a Tier I filing in accordance with General Order 96-B and is effective November 25, 2020.

The following tariff sheets are included in this filing:

SCHEDULE CAL. P.U.C. NO. A

20th Revised Table of Contents Sheet D

SCHEDULE CAL. P.U.C. NO. A21

1st Revised Table of Contents Sheet 1

1st " Sheet 3

1st " " 4

2nd " Sheet 5 through 33

In compliance with General Order 96-B, we are serving a copy of this advice letter via email upon the parties identified on the attached CPUC Advice Letter Service List for "Changes in rates, terms and conditions of service, or installation of new service" as well as others who have requested such notification. If there are any questions regarding the distribution of this advice letter, call 415.417.5033.

Anyone may object to this advice letter, which was submitted on November 25, 2020, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298, or via email to: TD_PAL@cpuc.ca.gov. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was submitted. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Fassil Fenikile, 430 Bush Street, 5th Floor, San Francisco, CA 94108. If this advice letter was served via email, the protest must be served to AT&T California via email at att-regulatory-ca@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

Respectfully Submitted,

A handwritten signature in black ink that reads "Fasil Ferkile". The signature is written in a cursive, flowing style.

Assistant Vice President, Regulatory Affairs
AT&T California.

Attachments

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

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NETWORK AND EXCHANGE SERVICES

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.

(T)

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.

(D)

(D)

RULE 6 - Establishment and Re-establishment of Credit

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

(T)

(D)

(D)

Continued

NETWORK AND EXCHANGE SERVICES

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)

(D)
|
(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.

(T)

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

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

(T)

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.

(T)

RULE 36 - Special Construction of Exchange Facilities

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

(T)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

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)

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-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.

(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-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.

(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-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.

(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-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>	(N)
AT&T Switched Ethernet Service	7.00%	

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-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

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 (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)

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

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

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-4.3 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

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

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)

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-4.5 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)

Continued

NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

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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NETWORK AND EXCHANGE SERVICES

A21. NG 9-1-1 TRANSPORT SERVICES

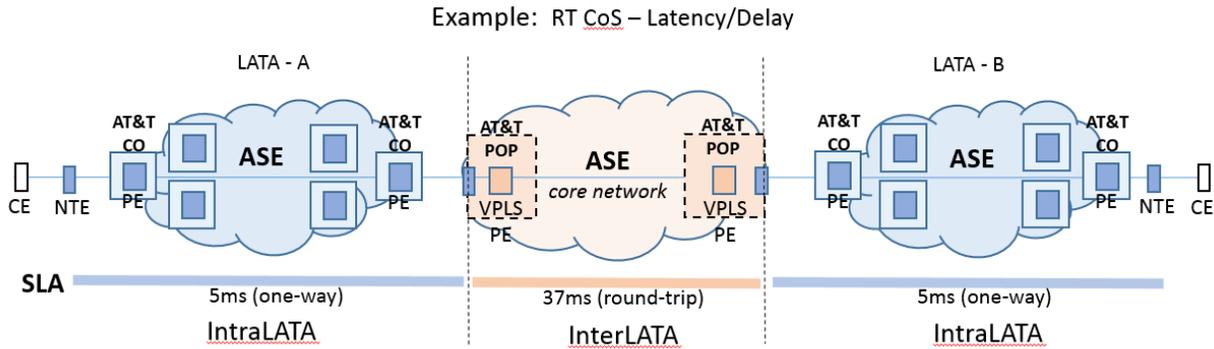
A21.3 AT&T SWITCHED ETHERNET SERVICESM (Cont'd)

(T)

Service Level Agreement (SLA)

(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.

(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-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.

(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-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:

Network Availability# = [(24 hours x days in the month x 60 minutes x number of Customer Ports in the LATA) - network outage time] / (24 hours x days in the month x 60 minutes x 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)	R6EZC	\$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

(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-4.5 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

(N)

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NETWORK AND EXCHANGE SERVICES

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