

3.1 Wavelength Metro Payment Plan (WPP)

(N)

3.1.1 Standard Terms and Conditions

- A. To subscribe to AWM, Customer must select a WPP of 12, 24, 36, or 60 months. AWM is not available on a month-to-month basis until after the initial WPP has been fulfilled. (TN)
(T)
(N)
- B. During Customer's WPP, AT&T-initiated recurring rate changes (i.e., rate increases or decreases) will be automatically applied to Customer's WPP rates for the months remaining in Customer's WPP. However, at no time during Customer's WPP will rates exceed Customer's initial WPP rates. (N)
(N)
(N)
(N)
- C. Reserved For Future Use

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- D. When an WPP term expires, Customer may select a new WPP from among any WPP options which are then available to new Customers hereunder. WPP rates in effect at the time the new WPP/EPP starts will apply. An Administrative Charge is applicable when Customers select a new WPP. (T)
(T)
(T)
(T)
(T)
- E. The Monthly Extension Rates (MER) in paragraph 3.3 will apply when a Customer's WPP expires. Customer will be billed the MER rates then in effect until such time as Customer selects a new WPP or Service is terminated. (T)
(T)
- F. Conversions
- During Customer's WPP, conversions may be made to a new WPP of the same or greater length, from among any WPP options which are then available to new Customers hereunder. The expiration date of the new WPP must be beyond the expiration date of the original WPP. Conversion does not result in Termination Liability for the remaining months on the original WPP. The new WPP will begin on the effective date of the conversion. (T)
(T)
(T)
(T)
(T)
- An Administrative Charge applies when Customer selects a new WPP or changes the length of an existing WPP. (T)
(T)

3.1.2 Moves

AT&T will treat a move as a discontinuance of AWM and activation of new AWM. (T)

AT&T will bill any previously waived nonrecurring charges (NRCs) at the location(s) from which the circuit is being moved (if WPP has not expired). (T)

Customer must select an WPP for the new circuit. The new WPP will be subject to the rates in effect at the time of the move. Termination Liability will apply for such a move except where all of the following conditions are met: (T)

- The move is limited to one end of the circuit moving to a different Customer Site; (T)
- Customer's existing AWM has been in place for at least 12 months; (T)
- Customer selects a new WPP with a term that is greater than or equal to the remainder of the existing WPP; (T)
- The same Customer must place, and AT&T must receive, Orders to disconnect the existing AWM and reestablish AWM at the new location on the same date; and (T)
- No lapse in billing will occur for moves of Service under an WPP. If Customer requests that both the existing circuit and the new circuit be in service at the same time, such overlapping service will be provided for no more than 90 days, and all applicable charges will be billed for both circuits during the period of overlapping service. (T)

3.1.3 Upgrades

- The following activities are considered Upgrades for AWM: (T)
- Upgrades of Service from a lower capacity to a higher-speed option (e.g., conversion from a 1Gbps to a 10Gbps speed option, etc.); (N)
 - Same-speed conversions of AWM (e.g., 10GE LAN-PHY to 10GE WAN-PHY, 40GE to OTU3, etc.); and (T)
 - Replacement of AWM with another AT&T-provided service at a transport speed or capacity greater than the speed or capacity available with AWM, or at the same transport speed or capacity as available with AWM but with enhanced technology or functionality not available with AWM. (T)

AT&T will treat Upgrades as a discontinuance of AWM and activation of new AWM. (T)
Customer must select an WPP for the new circuit. The monthly rates for the new (T)
AWM will be the rates in effect at the time AT&T installs the new AWM. Any waived (T)
nonrecurring charges associated with the old AWM will apply if the WPP has not (T)
expired. Customer will experience an out of service condition unless Customer (N)
requests overlapping service. Upgrades are contingent on availability of equipment
and fiber facilities. Special Construction charges, as necessary, may apply.

- WPP Termination Liability will not apply to upgrades if all of the following (T)
conditions are met:
- The new and existing AWM are billed to the same Customer at the same (T)
Customer location;
 - Customer's existing AWM has been in place for at least 12 months; (T)
 - The WPP for the new AWM must be equal to or greater than the remainder of (T)
Customer's existing WPP; (T)
 - The same Customer must place, and AT&T must receive, the Order(s) for the (T)
new service and disconnect order(s) for the existing AWM, on the same date;
 - If Customer requests that both the existing AWM and the new higher-level (T)
service be in service at the same time, such overlapping service will be provided
for no more than 90 days, and AT&T will bill all applicable charges for both
services during the period of overlapping service; and
 - No lapse in service occurs. (T)

3.2 Types of Rates and Charges

3.2.1 Nonrecurring Charges (NRCs)

- A. Installation of Service Charges: NRCs apply to each AWM installed. (T)

The *Administrative Charge* applies for each service order.

A *Design and Central Office Connection Charge* applies any time a Customer-initiated order for AWM requires engineering design and/or connection or changes at AT&T's central office. This charge applies once per circuit. (T)

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

- B. Installation of Optional Features and Functions: The Installation of Optional Features and Functions charge applies whether the feature or function is installed coincident with the initial AWM installation or at any time subsequent to the Service installation. (T)

- C. AWM Rearrangements: AWM rearrangements are changes to existing (installed) Service which **do not** result in either: (T)
- A change in the minimum period of the Service, or
 - A change in the physical location of the point of termination at a Customer Site.

3.2.2 Monthly Recurring Charges (MRCs)

MRCs are rates that apply each month or fraction thereof that AT&T provides AWM. For billing purposes, each month is considered to have 30 days. (T)

See paragraph 3.3 for Rates and Charges.

3.3 Rates and Charges

3.3.1 Port Connection

<u>Description</u>	<u>USOC</u>	<u>MRCs</u> <i>Wavelength Metro Payment Plans</i>				<u>Monthly Extension Rate</u> (T)
		<u>12 Mo</u>	<u>24 Mo</u>	<u>36 Mo</u>	<u>60 Mo</u>	
PORT CONNECTION						
1 Gbps Ethernet (1GE)	EYFNX	\$3,750.00	\$3,500.00	\$3,200.00	\$2,750.00	\$4,250.00
OTU1 (2.5Gbps)	EYFOX	7,500.00	7,000.00	6,400.00	5,500.00	8,500.00
10 Gbps Ethernet (10GE)						
LAN-PHY	EYFNX	11,750.00	11,000.00	10,000.00	8,500.00	13,250.00
WAN-PHY	EYFNX	11,750.00	11,000.00	10,000.00	8,500.00	13,250.00
OTU2/2e (10Gbps)	EYFOX	12,925.00	12,100.00	11,000.00	9,350.00	14,575.00
40 Gbps Ethernet (40GE)	EYFNX	29,375.00	27,500.00	25,000.00	21,250.00	33,125.00
OTU3 (40Gbps)	EYFOX	29,375.00	27,500.00	25,000.00	21,250.00	33,125.00
100 Gbps Ethernet (100GE)	EYFNX	41,125.00	38,500.00	35,000.00	29,750.00	46,375.00
OTU4 (100Gbps)	EYFOX	45,250.00	42,350.00	38,500.00	32,725.00	51,000.00
400 Gbps Ethernet (400GE)	EYFNX	123,375.00	115,500.00	105,000.00	89,250.00	139,125.00

3.3.2 Optional Features

Description (USOC)	Monthly Payment Wavelength Metro Payment Plans				Monthly Extension Rate	NRC	(T)
	12 Mo	24 Mo	36 Mo	60 Mo			
PROTECTION OPTIONS							
<i>Port Protection Plus (USOC: DV9CX)</i>							
1 Gbps Ethernet (1GE)	\$3,950.00	\$3,675.00	\$3,360.00	\$2,900.00	\$4,500.00	\$1,000.00	
10 Gbps Ethernet (10GE)							
LAN-PHY	13,600.00	12,700.00	11,550.00	9,825.00	15,300.00	1,000.00	
WAN-PHY	13,600.00	12,700.00	11,550.00	9,825.00	15,300.00	1,000.00	
OTU2/2e (10Gbps)	13,600.00	12,700.00	11,550.00	9,825.00	15,300.00	1,000.00	
40 Gbps Ethernet (40GE)	35,250.00	33,000.00	30,000.00	25,500.00	39,750.00	1,000.00	
OTU3 (40Gbps)	35,250.00	33,000.00	30,000.00	25,500.00	39,750.00	1,000.00	
100 Gbps Ethernet (100GE)	54,300.00	50,820.00	46,200.00	39,270.00	61,200.00	1,000.00	
OTU4 (100Gbps)	54,300.00	50,820.00	46,200.00	39,270.00	61,200.00	1,000.00	
<i>Port Diversity (USOC: DV9AX)</i>							
All Speeds*	1,000.00	875.00	800.00	700.00	1,100.00	450.00	
<i>Alternate Wire Center (AWC) Diversity (USOC: CPAAX)</i>							
All Speeds*	1,125.00	1,000.00	950.00	825.00	1,275.00	625.00	
<i>Inter-Wire Center (IWC) Diversity (USOC: DV9BX)</i>							
All Speeds*	750.00	700.00	650.00	550.00	850.00	450.00	
INSTALLATION AND REARRANGEMENT CHARGES							
<i>Nonrecurring Charges, All Speeds*</i>				<u>USOC</u>	<u>NRC</u> ⁽¹⁾⁽²⁾		
Administrative Charge (Per Order)				ORCMX	\$60.00		
Design & Central Office Connection Charge (Per Circuit)				NRBCL	600.00		
Customer Connection Charge (Per Port Connection)				NRBBL	1,500.00		

* Including 400 Gbps.

NRC = Nonrecurring Charge

- (1) The Administrative Charge, Design & Central Office Connection Charge, and Customer Connection Charges will be waived for new Service installations subscribing to 12, 24, 36, and 60-month WPP. (T)
- (2) Effective December 16, 2024, the Administrative Charge, the Design & Central Office Connection Charge, and the Customer Connection Charge will no longer be waived for new service installations subscribing to 12, 24, 36, and 60-month WPPs. (T)