

**3.1 Ethernet Payment Plan (EPP)**

3.1.1 Standard Terms and Conditions

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

(T)  
(D)

(D)

(D)  
(D)

D. When an EPP term expires, Customer may select a new EPP from among any EPP options which are then available to new Customers hereunder. EPP rates in effect at the time the new EPP starts will apply. An Administrative Charge is applicable when Customers select a new EPP. (D)

E. The Monthly Extension Rates (MER) in paragraph 3.3 will apply when a Customer's EPP expires. Customer will be billed the MER rates then in effect until such time as Customer selects a new EPP or Service is terminated. (D)

F. Conversions

During Customer's EPP, conversions may be made to a new EPP of the same or greater length, from among any EPP options which are then available to new Customers hereunder. The expiration date of the new EPP must be beyond the expiration date of the original EPP. Conversion does not result in Termination Liability for the remaining months on the original EPP. The new EPP will begin on the effective date of the conversion.

An Administrative Charge applies when Customer selects a new EPP or changes the length of an existing EPP.

### 3.1.2 Moves

AT&T will treat a move as a discontinuance of Service and activation of new Service. AT&T will bill any previously waived nonrecurring charges (NRCs) at the location(s) from which the circuit is being moved (if EPP has not expired).

Customer must select an EPP for the new circuit. The new EPP 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:

- The move is limited to one end of the circuit moving to a different Customer Site;
- Customer's existing Service has been in place for at least 12 months;
- Customer selects a new EPP with a term that is greater than or equal to the remainder of the existing EPP;
- The same Customer must place, and AT&T must receive, Orders to disconnect the existing Service and reestablish Service at the new location on the same date; and
- No lapse in billing will occur for moves of Service under an EPP. 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.

### 3.1.3 Upgrades

The following activities are considered Upgrades for Service:

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

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

EPP Termination Liability will not apply to upgrades if all of the following conditions are met:

- The new and existing Services are billed to the same Customer at the same Customer location;
- Customer's existing Service has been in place for at least 12 months;
- The EPP for the new Service must be equal to or greater than the remainder of Customer's existing EPP;
- The same Customer must place, and AT&T must receive, the Order(s) for the new service and disconnect order(s) for the existing Service, on the same date;
- If Customer requests that both the existing Service and the new higher level 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.

## 3.2 Types of Rates and Charges

### 3.2.1 Nonrecurring Charges (NRCs)

- A. Installation of Service Charges: NRCs apply to each Service installed.

The *Administrative Charge* applies for each service order.

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

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

- 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 Service installation or at any time subsequent to the Service installation.

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

### 3.2.2 Monthly Recurring Charges (MRCs)

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

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>Ethernet Payment Plans</i>				<u>Monthly Extension Rate</u>
		<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 (N)

3.3.2 Optional Features

<u>Description (USOC)</u>	<u>Monthly Payment Ethernet Payment Plans</u>				<u>Monthly Extension Rate</u>	<u>NRC</u>
	<u>12 Mo</u>	<u>24 Mo</u>	<u>36 Mo</u>	<u>60 Mo</u>		
<b>PROTECTION OPTIONS</b>						
<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 (C)
<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 (C)
<i>Inter-Wire Center (IWC) Diversity (USOC: DV9BX)</i>						
All Speeds*	750.00	700.00	650.00	550.00	850.00	450.00 (C)
<b>INSTALLATION AND REARRANGEMENT CHARGES</b>						
<i>Nonrecurring Charges, All Speeds*</i>				<u>USOC</u>	<u>NRC<sup>(1)</sup></u>	(C)
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. (N)

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 EPPs. (C)