

**3.1 Rate Elements**

Except as set forth below, MRCs for Service Ports and associated CIR are set forth in paragraph 3.4 and vary by Port type, CIR, CoS, and term.

**3.2 Ethernet Payment Plan (EPP)**

To subscribe to Service, Customer must select one of the EPP options below. Customers may not subscribe to Service on a month-to-month basis.

Ethernet Payment Plan Options				
12 Months	24 Months	36 Months	48 Months	60 Months

- A. AT&T will waive nonrecurring charges (NRCs) shown in paragraphs 3.4.1, 3.4.2, 3.4.3, and 3.4.5 for Customers subscribing to new Service under an EPP, and subject to paragraphs 3.2.C. and 3.2.E., or for Customers renewing Service under an EPP on an existing circuit. For moves of Service and Service reconfigurations, NRCs will apply as specified in paragraphs 3.2.F. and 3.2.G.
- B. During Customer's EPP, AT&T-initiated 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 term. However, at no time during Customer's EPP term will rates exceed Customer's initial EPP rates.
- C. When an EPP expires, Customer may select a new EPP from among any EPP options which are then available to Customers under this Service Guide. EPP rates in effect at the time the new EPP starts will apply. If Customer orders such new EPP at least 10 days, but not more than 90 days, in advance of the existing EPP expiration date, the new EPP will begin immediately after AT&T processes the order.

If Customer selects such new EPP but does not do so at least 10 days in advance of the existing EPP expiration date, the Term Extension Month-to-Month Rates (MTM) may apply between the expiration of the existing EPP and the date upon which AT&T implements the new EPP in its billing system.

AT&T reserves the right to limit processing of orders in excess of 25 orders per Customer, per business day, across all states the Participating Carriers serve (see Part 1, Section 1, Participating Carriers' Table), for new EPPs that replace or renew either an expiring or expired EPP, unless AT&T agrees otherwise in writing.

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- D. The MTM rates in paragraph 3.4 will apply when Customer's EPP expires. AT&T will bill Customer the MTM rates in effect until such time as Customer selects a new EPP or Service is disconnected.
- E. Termination Liability applies, as described in the Customer's Pricing Schedule or Master Agreement, if Customer disconnects Service (or AT&T disconnects Service for default by Customer) prior to the end of the selected EPP.