

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

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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.