

**TARIFF DISTRIBUTION**

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DATE: November 1, 2022

STATE: PB-FCC

EFFECTIVE DATE: 11/01/2022

TYPE OF DISTRIBUTION: Approved

PURPOSE: Grandfathering the DS1/DS3 2-Yr and 3-Yr Term Plans

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Title Page and Pages 1 to 35-17, inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 13 contains all changes from the original tariff that are in effect on the date hereof.

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\* New or Revised Page

Issuing Officer: Kristen E. Shore, Assistant Vice President - Regulatory

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Four AT&T Plaza, Dallas, Texas 75202

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service<sup>(1)</sup>

(N)

(A) Basic Service Description

A High Capacity service is for the transmission of 1.544, 3.152, 6.312, 44.736 (DS3, DS3x3 and DS3x12<sup>(2)</sup>), or 274.176 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. DS3, DS3x3 and DS3x12<sup>(2)</sup> will be provided with or without Telephone Company provided terminal equipment on the customer's premises. When a customer desires to furnish their own terminal equipment, the Telephone Company will work cooperatively with the customer to provide a physical interface satisfactory to both parties. High Capacity services are provided between customer designated premises through serving wire centers or between a customer designated premises and a Telephone Company Hub, or between a customer designated premises to an EIS Point of Termination, or an EIS Point of Termination to a Hub. DS3x12<sup>(2)</sup> is only provided between a customer designated premises and the serving wire center serving that premises.

DS3, DS3x3 and DS3x12<sup>(2)</sup> service provides a total capacity of one (DS3), three (DS3x3) or twelve (DS3x12<sup>(2)</sup>) services. DS3x3 services can be point-to-point or connected at the wire center serving that premises to individual terminating DS3 services, or to individual DS3 services for multiplexing at a Hub. DS3x12<sup>(2)</sup> services can only be connected at the serving wire center to individual terminating DS3 services, or to individual DS3 services for multiplexing at a Hub. The DS3 to DS1 multiplexing function is only available in Telephone Company Hubs as indicated in the Exchange Carrier Association Tariff F.C.C. No. 4.

**This page, originally filed in Pacific Bell Tariff FCC No. 128 under Transmittal No. 2102, was scheduled to become effective April 6, 2000. This page was deferred to April 20, 2000 under Transmittal No. 2107. This page was further deferred to May 20, 2000 under Transmittal No. 2109.**

<sup>(1)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term.

<sup>(2)</sup> DS3X12 is discontinued and no longer available in this publication.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.4 Minimum Periods

Except as set forth following the minimum service period for all services is one month.

The minimum service period for Fiber Advantage<sup>(sm)</sup> DS3 and DS3x3 services is one month.\*

The minimum service period for Fiber Advantage<sup>(sm)</sup> DS3 and DS3x3 services is a 1-year term plan. After the 1-, 3- or 5-year Rate Stability Payment Plan is satisfied, the customer must select a renewal option as referenced in Section 7.4.11(C)<sup>(2)</sup>.

(N)

The minimum period for DS3x12<sup>(3)</sup> service is a 3-year Rate Stability Payment Plan. After the 3- or 5-year Rate Stability Payment Plan is satisfied, the customer must select a renewal option as referenced in Section 7.4.11(C).

(N)

The minimum service period for part-time and occasional Video<sup>(1)</sup> and Program Audio services is one day.

\*This option will no longer be available for new circuits provisioned on or after, November 21, 2003. There will be no change to existing circuits.

(1) Effective December 31, 2020, Broadcast Video (TV1) service will no longer be available for purchase by new or existing customers, and service agreements may no longer be renewed. In addition, requests to move, add, or change existing service arrangements will not be accepted. Following the expiration of a customer's existing term agreement, service will be provided on a month-to-month basis at the applicable Monthly rate until the service is discontinued. AT&T currently plans to discontinue this Service on or after December 31, 2021.

(2) Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term.

(N)

(3) DS3X12 is discontinued and no longer available in this publication.

(N)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.11 Fiber Advantage<sup>sm</sup> Service

Monthly Extension Rates

Month extension rates are charges that the customer may elect to be converted to at the end of their 1, 3 or 5-year Rate Stability Payment Plan, until a new Rate Stability Payment Plan is selected or service is disconnected. Monthly extension rates are only available once the term plan has expired.

- (A) Fiber Advantage<sup>sm</sup> DS1<sup>(1) (2) (3) (5)</sup> Month-to-Month, DS3 and DS3x3 Month-to-Month\* and for DS3, DS3x3 and DS3x12<sup>(6)</sup> Rate Stability Payment Plans. (N)

Rates and Charges for DS1<sup>(1) (2) (3) (5)</sup> are offered Month-to-Month or with a 1, 3 or 5-year Rate Stability Payment Plan. (N)

Rates and Charges for DS3 and DS3x3 are offered Month-to-Month.\*

Rates and Charges for DS3 and DS3x3 service are offered with a 1, 3 or 5-year Rate Stability Payment Plan.<sup>(4) (5)</sup> DS3x12<sup>(6)</sup> service is offered with a 3 or 5 year Rate Stability Payment Plan. (N)

For customers that subscribe to a 1, 3 or 5 year Rate Stability Plan, the monthly rates in effect at the time the service is installed may decrease but will not increase at any time during the payment plan period.

The customer has the option to order a Rate Stability Payment Plan for each individual DS1<sup>(1) (2) (3) (5)</sup> or DS3 service hubbed with a DS3 or DS3x3 service. (N)

(1) Effective May 17, 2003, Fiber Advantage<sup>sm</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers.

(2) At the expiration of the grandfathered Fiber Advantage<sup>sm</sup> DS1 Rate Stability Payment Plan term, the customer may choose a new DS1 Term Payment Plan with the prices in effect at that time. If the customer elects not to establish a new DS1 TPP, the service will be billed the tariffed month-to-month rates in effect at the time the grandfathered Fiber Advantage DS1 Rate Stability Payment Plan expires.

(3) Conversion of existing Fiber Advantage DS1 Rate Stability Payment Plan may be made to a new DS1 Term Payment Plan (TPP) term. If the expiration date for the new DS1 TPP term is beyond the expiration of the original Fiber Advantage DS1 Rate Stability Payment Plan term, no other charges from the original plan will apply. Access Order charges associated with conversion to new DS1 TPPs will be waived. Refer to DS1 Term Payment Plan 7.4.18 following for all DS1 TPP term and conditions.

(4) Effective on September 13, 2017, Fiber Advantage<sup>sm</sup> DS3 Rate Stability 5-year Payment Plans are no longer available, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a Fiber Advantage<sup>sm</sup> DS3 Rate Stability 5-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current Fiber Advantage<sup>sm</sup> DS3 Rate Stability 5-year Payment Plan term for the remainder of that term.

(5) Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term. (N)

(6) DS3X12 is discontinued and no longer available in this publication. (N)

\* This option will no longer be available for new circuits provisioned on or after, November 21, 2003. There will be no change to existing circuits.

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.11 Fiber Advantage<sup>sm</sup> Service<sup>(2)</sup> (Cont'd) (N)

(B) Termination Liability Charges for Fiber Advantage<sup>sm</sup> DS1<sup>(1)</sup> Month-to-Month, DS3 and DS3x3 Month-to-Month\* and for DS1<sup>(1)</sup>, DS3, DS3x3 and DS3x12<sup>(3)</sup> Rate Stability Payment Plans. (N)

Minimum Periods for Fiber Advantage<sup>sm</sup> DS1<sup>(1)</sup>, DS3, DS3x3 and DS3x12<sup>(3)</sup> services apply as set forth in section 5.2.6(A) and 7.4.4 preceding. (N)

For Rate Stability Payment Plans (e.g. 1, 3 and 5 year plans) discontinued prior to the end of their Payment Plan period, the Termination Liability Charges will apply as follows:

For Rate Stability Payment Plans discontinued prior to the end of the Rate Stability Payment Plan period, the customer will be liable for 45% of the total monthly charges for the unexpired portion of the service.

An existing DS3, DS3x3 or DS3x12<sup>(3)</sup> under a 1 or 3-year billing period may be converted to a longer term (i.e., 3 or 5-year billing period) without termination liabilities, provided that: (N)

- (1) the expiration date for the new term agreement is beyond the end of the original term agreement,
- (2) the converted DS3 must be based upon the rates that are currently in effect and otherwise available to all customers,
- (3) the customer maintains the same or greater number of DS3 circuits under the new billing period, and
- (4) No lapse in service occurs.

<sup>(1)</sup> Effective May 17, 2003, Fiber Advantage<sup>sm</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers. Refer to section 7.4.11(A) for conversion options.

<sup>(2)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term.

<sup>(3)</sup> DS3X12 is discontinued and no longer available in this publication.

\* This option will no longer be available for new circuits provisioned on or after, November 21, 2003. There will be no change to existing circuits.

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.11 Fiber Advantage<sup>SM</sup> Service<sup>(3)</sup> (Cont'd) (N)

(C) Renewal Plan

- (1) DS1<sup>(1)</sup> Month-to-Month service Rate Stability Payment Plans.

At the end of the Rate Stability Payment Plan, the customer may renew, for any Rate Stability Payment Plan, in effect, without a new nonrecurring charge\* being applied, as long as the physical serving arrangement is not changed, or the customer may continue service at the original rate, on a month-to-month basis, up to one full year after the original Rate Stability Payment Plan ends.

For a Renewed Rate Stability Payment Plan discontinued prior to the end of its Payment Plan period, the customer will be liable for 25% of the total monthly charges for the unexpired portion of the renewed service plan.

- (2) DS3 and DS3x3 service for Month-to Month\*\* and for, DS3, DS3x3 and DS3x12<sup>(4)</sup> service Rate Stability Payment Plans. (N)

At the end of the Rate Stability Payment Plan, the customer may renew, for any Rate Stability Payment Plan, in effect, without a new nonrecurring charge\* being applied, as long as the physical serving arrangement is not changed.

At the expiration of the billing period, the customer must select one of the following options:

- (1) Elect to renew the service for a new 1, 3 or 5 year billing period,<sup>(2) (3)</sup> at rates and charges currently in effect. (N)
- (2) Elect to be converted to monthly extension rates.
- (3) Elect to disconnect the service upon expiration of the billing period.

\* For Services ordered under MVP, refer to Section 22.3 (E) (5).

\*\* This option will no longer be available for new circuits provisioned on or after, November 21, 2003. There will be no change to existing circuits.

<sup>(1)</sup> Effective May 17, 2003, Fiber Advantage<sup>SM</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers. Refer to section 7.4.11(A) for conversion options.

<sup>(2)</sup> Effective on September 13, 2017, Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plans are no longer available, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plan term for the remainder of that term.

<sup>(3)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term. (N)

<sup>(4)</sup> DS3X12 is discontinued and no longer available in this publication. (N)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.11 Fiber Advantage<sup>SM</sup> Service<sup>(2)</sup> (Cont'd) (N)

(D) Change of DS1<sup>(1)</sup>, DS3, DS3x3 or DS3x12<sup>(3)</sup> Rate Stability Payment Plan (N)

At any time a customer has the option to change their current payment plan to an equivalent or longer payment plan (e.g., Month-to-Month to 3 year) without any Termination Liability Charges applicable to the current Rate Stability Payment Plan and without new nonrecurring charges\* applicable to the new equivalent or longer payment plan, as long as all other aspects of the services and facilities remain unchanged. In addition, the new equivalent or longer Rate Stability Payment Plan the customer chooses begins on the service order completion date and is treated as a new Rate Stability Payment Plan period.

Customers may change to a shorter Rate Stability Payment Plan by paying the associated Termination Liability Charges with the original Rate Stability Payment Plan. The rates that will apply will be the current rates in effect for the Rate Stability Payment Plan ordered. However, no new nonrecurring charges will apply.

(E) Upgrades of Fiber Advantage DS3, DS3x3 or DS3x12<sup>(3)</sup> Services to higher speed services (N)

Customers with 3 or 5 year term agreements may at any time upgrade to a higher speed service (e.g., DS3 to DS3x12<sup>(3)</sup>, DS3 to BCS\*\*, etc.), without incurring the Termination Liability charge, providing the following criteria are met: (N)

- One the newer high speed service, the customer subscribes to a term agreement that is equal to, or greater than 36 months;
- The expiration date for the new term agreement is beyond the end of the original term agreement;

\* For Services ordered under MVP, refer to Section 22.3(E) (5).

\*\* This option is limited to existing customers at existing locations as of January 11, 2002.

(1) Effective May 17, 2003, Fiber Advantage<sup>SM</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers. Refer to section 7.4.11(A) for conversion options.

(2) Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term.

(3) DS3X12 is discontinued and no longer available in this publication.

(N)  
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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.11 Fiber Advantage<sup>SM</sup> Service<sup>(1)</sup> (Cont'd) (N)

(G) Fresh Look Provision

Fresh Look provisions, required under CC Docket No. 91-141, will be limited to customers who entered into a Fiber Advantage<sup>SM</sup> DS3, DS3x3, or DS3x12<sup>(2)</sup> Service under a 3 or 5 year Rate Stability Plan on or before September 17, 1992. (N)

Fresh Look provisions apply when a customer terminates a qualifying service to take service pursuant to an Expanded Interconnection Service arrangement as described in Section 16, following.

Fresh Look provisions for qualifying Special Access Services will apply for a period of 180 days from the date of filing of the tariff transmittal for the fresh look period for that central office as listed below. A customer must give notice during the 180-day period that it intends to terminate its existing qualifying service in order to take a qualifying service from a collocator.

The collocator that the customer intends to take service from must make a request for collocation during the fresh look period. Also, the customer must actually terminate its qualifying Fiber Advantage<sup>SM</sup> DS3, DS3x3 or DS3x12<sup>(2)</sup> service within 90 days after the collocation arrangement is operational to qualify for fresh look termination charges. (N)

<sup>(1)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term. (N)

<sup>(2)</sup> DS3X12 is discontinued and no longer available in this publication. (N)

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ACCESS SERVICE

7.4 Rate Regulations (Cont'd)

7.4.17 DS1 Discount Value Plan (DS1-DVP) <sup>(1) (2) (3) (4)</sup>

(N)

(A) Description

The DS1 Discount Value Plan (DS1-DVP) provides the customer with a three year billing arrangement in which 6% of the total monthly charges will be credited to the customer's monthly bill for certain DS1 rate elements listed in 7.4.17(B) following. This credit is calculated based on the most current effective tariff monthly rates. The credit will only apply when the following requirements are met.

- The customer orders specific DS1 rate elements listed below;
- The customer agrees to a 3 year term length commitment;
- A Minimum Monthly Revenue Commitment (MMRC) is established on a Lata or State level; and
- The customer meets the MMRC on a monthly basis.

If the customer does not meet all requirements in any given month, the credit will not be applied for that month. Any decreases or increases in monthly recurring tariff rates will be applied and the customer's MMRC will be adjusted accordingly. Customers will be notified of changes to MMRC.

- (1) Effective May 17, 2003, The DS1 Discount Value Plan (DS1-DVP) will no longer be available to new customers. There will be no change to existing customers.
- (2) At the end of the grandfathered DS1-DVP term, the customer may choose a new DS1 Term Payment Plan with the prices in effect at that time. If the customer elects not to establish a new DS1 TPP, the service will be billed the tariffed month-to-month rates in effect at the time the grandfathered DS1-DVP term expires.
- (3) Conversion of an existing DS1-DVP may be made to a new DS1 Term Payment Plan (TPP) term. If the expiration date for the new DS1 TPP term is beyond the expiration of the original DS1-DVP term, no other charges from the original plan will apply. Access Order charges associated with conversation to new DS1 TPPs will be waived. Refer to DS1 Term Payment Plan 7.4.18 following.
- (4) Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term.

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.18 DS1 Term Payment Plan (DS1 TPP)

(A) General Description

The DS1 Term Payment Plan (DS1 TPP) is a term plan that allows a customer to purchase DS1 High Capacity Service over a 1, 2, 3, 5, or 7 year period.<sup>(1) (2)</sup> During the term of the selected DS1 (N) TPP, Telephone Company initiated recurring rate changes (increases or decreases) will automatically be applied to the monthly payments for the remaining months of the current DS1 TPP term. The monthly recurring rate during the DS1 TPP term will never exceed the initial DS1 TPP rate. The DS1 TPP rates can be found in Section 7.5.9(I).

The DS1 TPP cannot be combined with other tariffed services, discounts, or pricing flexibility contracts, unless explicitly stated in the respective tariff terms and conditions.

The following recurring rate elements are included in the DS1 TPP:

- DS1 High Capacity Service Channel Termination; refer to Section 7.2 for description
- DS1 High Capacity Service Channel Mileage - Fixed and Per Mile; refer to Section 7.2 for description
- DS1 High Capacity Service Central Office Multiplexing; refer to Section 7.2 for description
- DS1 High Capacity Service Collocation Transport (Fixed and Per Mile); refer to section 7.1 for a description.

<sup>(1)</sup> Effective on September 13, 2017, DS1 TPP 5- and 7-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 5- or 7-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current DS1 TPP 5- or 7-year Payment Plan term for the remainder of that term.

<sup>(2)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term.

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7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.18 DS1 Term Payment Plan<sup>(1)</sup> (Cont'd)

(N)

(B) Conversion of service to a new DS1 TPP or Higher Speed Service

During a customer's DS1 TPP term, conversion may be made to a new DS1 TPP term of the same or different length or an upgrade may be made to a higher speed service, if the expiration date for the new DS1 TPP term or for the new higher service is beyond the expiration of the original DS1 TPP term. The new DS1 TPP term or higher speed service must occur between the same two termination points as the original DS1 service being converted. The new DS1 TPP term or the higher speed service term becomes effective upon completion of the conversion activity. The rates, terms, and conditions applicable for the new DS1 TPP term or higher speed service will be those in effect at the time the conversion is requested. Credit for months under the previous DS1 TPP may not be transferred to the new DS1 TPP or to the higher speed service term. When all conditions described above are met, termination liability for the remaining months on the original DS1 TPP will not apply.

(C) Moves

During a DS1 TPP term a customer may move one end of a DS1 High Capacity Service to another location in the same LATA and keep the DS1 TPP in force provided the following requirements are met:

- (1) the customer must have met the minimum in-service period at the previous location and will be subject to a new minimum in-service period at the new location; and
- (2) the Move is accommodated on a single customer order with the stipulation that the BAN (Billing Account Number), the NC (Network Channel Code), ACTL (Access Customer Terminal Location) and the ECCKT (Circuit Id) are provided and are the same as for the existing circuit being moved.

Moves to a different wire center may result in a change in the application of the rate elements associated with the service and therefore could result in a change in the monthly recurring charges.

EXAMPLE #1: One end of a DS1 is changed from Location A to Location B within the same LATA. The new Channel Mileage associated with the one-ended Move increased by 2 miles. Therefore, the resulting Channel Mileage calculation increases the monthly recurring charge accordingly.

<sup>(1)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term.

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.18 DS1 Term Payment Plan<sup>(3)</sup> (Cont'd)

(N)

(C) Moves (Cont'd)

EXAMPLE #2: One end of a DS1 is changed from Location C to Location D within the same LATA. The new Channel Mileage associated with the one-ended Move decreased by 5 miles. Therefore, the resulting Channel Mileage calculation decreases the monthly recurring charge accordingly.

If no lapse in service occurs and if the requirements in (1) and (2) as stated previously are met, termination liability will not apply. Nonrecurring Channel Termination Charges or Nonrecurring Collocation Transport Charges and Access Order Charges for the physical move will apply.

(D) Expiration of DS1 TPP term options

The DS1 TPP is not available for renewal. At the expiration of the DS1 TPP term, the customer may select a new DS1 TPP term at the prevailing DS1 TPP rates. If a customer does not wish to purchase a new DS1 TPP at the expiration of the term, the customer's service will automatically convert to the current month-to-month rates.

(E) DS1 High Capacity Service Portability Commitment<sup>(2)</sup>

DS1 High Capacity Service Portability Commitment (Portability Commitment)<sup>(2)</sup> provides a customer the ability to establish a regional volume commitment in the form of DS1 Channel Terminations and receive a waiver on DS1 TPP Termination Liability, as described in 7.4.18(G), during the life of the Portability Commitment<sup>(2)</sup>. The Portability Commitment<sup>(2)</sup> will consist of a Commitment Level (CL), as described below, and will have a term of three years. The Portability Commitment<sup>(2)</sup> does not otherwise affect the rates, terms, or conditions of the Customer's DS1 TPP. Only Portability Commitments<sup>(2)</sup> established prior to August 30, 2016, may be renewed. To renew, the Customer must notify the Telephone Company, in writing, with such notice directed to both the Customer's account manager and the access service center, and specifically identify the Customer's Commitment Level (as defined herein), prior to the expiration of the Customer's existing Portability Commitment<sup>(2)</sup> term.

For a Portability Commitment<sup>(2)</sup> under Section 7.4.18(E) (1), Customers may purchase DS1 service under DS1 TPP terms of 2, 3, 5, or 7 years<sup>(1)</sup> and have the associated Channel Terminations count towards the Portability Commitment CL. After establishing the CL, Customer may continue to purchase DS1 service on a month-to-month arrangement or under a DS1 TPP of 1, 2, 3, 5, or 7 years<sup>(1)</sup> without portability and have the associated Channel Terminations not count toward the Customer's portability CL.

For a Portability Commitment<sup>(2)</sup> under Section 7.4.18(E) (2), Customers may purchase DS1 service under DS1 TPP terms of 1, 2, 3, 5, or 7 years<sup>(1)</sup> or on a month-to-month basis and have the associated Channel Terminations count towards the CL.

Access Order Charges and all installation charges will be billed as applicable.

<sup>(1)</sup> Effective on September 13, 2017, DS1 TPP 5- and 7-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 5- or 7-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current DS1 TPP 5- or 7-year Payment Plan term for the remainder of that term.

<sup>(2)</sup> Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed.

<sup>(3)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term.

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## 7. Special Access Service (Cont'd)

## 7.4 Rate Regulations (Cont'd)

7.4.18 DS1 Term Payment Plan<sup>(2)</sup> (Cont'd)

(N)

## (E) DS1 High Capacity Service Portability Commitment (Cont'd)

- (1) For Portability Commitments<sup>(1)</sup> established prior to August 30, 2016, the terms and conditions associated with the Portability Commitment<sup>(1)</sup> are as follows in this Section 7.4.18(E) (1):
- (a) Customer commits to a 3-Year Commitment Level (CL) that is reviewed on a monthly basis. The initial monthly CL is calculated by the Telephone Company and is the total of all DS1 Channel Terminations in-service for the month previous to the month in which the Customer notifies the Telephone Company, in writing, of the Customer's CL. The initial monthly CL will consist of all Channel Terminations including those on Month-to-Month terms and other term pricing plans. The effective date of the Portability Commitment<sup>(1)</sup> will be the first day of the month immediately following the month in which the Portability Commitment<sup>(1)</sup> is signed;
  - (b) Customer must have a minimum of 40 Channel Terminations in-service each month and at least 80% of the CL under a 2, 3, 5, or 7 year DS1 TPP each month;
  - (c) At the commencement of the Customer's Portability Commitment<sup>(1)</sup> and upon any renewal of a Portability Commitment<sup>(1)</sup>, at least 80 percent of the Customer's CL must be purchased under a 2, 3, 5, or 7 year DS1 TPP; and
  - (d) Each month, the total number of 2, 3, 5, and 7 year DS1 TPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL;
    - (i) If the total number of Channel Terminations, as calculated above, is 80% - 124% of the CL, no other charges will apply for the previous month.
    - (ii) If the total number of Channel Terminations, as calculated above, is less than 80% of the CL, charges will be assessed as follows:

Customer will be billed the difference between 80% of the CL and the actual number of in-service Channel Terminations.

EXAMPLE #1: Customer A has a CL = 1,000 Channel Terminations for the month of June. Customer A must have at least 800 DS1 Channel Terminations in-service to meet the 80% target. In July, the monthly review calculated 795 DS1 Channel Terminations in-service for the month of June. The difference between 80% of the CL (800) and the actual in-service total (795) is 5 Channel Terminations. Therefore, the customer will be billed an amount equal to 5 Channel Terminations multiplied by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.5.9(I). For subsequent months, Customer A will continue to be billed an amount equal to the difference between 80% of the CL and the actual in-service number of Channel Terminations that are below 80% of the CL (multiplied) by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.5.9(I), until 80% of the CL is met.

<sup>(1)</sup> Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed.

<sup>(2)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term.

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.18 DS1 Term Payment Plan<sup>(2)</sup> (Cont'd)

(N)

(E) DS1 High Capacity Service Portability Commitment<sup>(1)</sup> (Cont'd)

(1) (Cont'd)

(d) (Cont'd)

(iii) If the total number of in-service Channel Terminations, as calculated above, is more than 124% of the PC, the Customer will be billed an adjustment factor equal to the Nonrecurring Channel Termination charge multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL.

EXAMPLE #2: Customer B has a CL of 500 Channel Terminations. In month 5 of the commitment, Customer B has 650 Channel Terminations in-service. Customer B has exceeded the CL by more than the 124% threshold (620). Customer B will be charged an adjustment factor equal to 30 Channel Terminations (650-620) multiplied by the current Nonrecurring Channel Termination rate. For subsequent months, Customer B will continue to be charged the Nonrecurring Channel Termination rate multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL until Customer B no longer exceeds the CL by the 124% threshold.

(iv) Customers may increase the CL at any time by providing written notification to Telephone Company. Credits for previously charged adjustments billed for exceeding the CL will not be provided when a Customer increases the CL. However, an adjustment factor will not be billed if notice to increase the CL is provided to the Telephone Company within the calendar month following a reported adjustment, and the CL increase is sufficient that the number of in-service rate elements does not exceed 124% of the new CL. For instance, in Example #2 above, if the Customer increases the CL from 500 to 525 before the end of month 6, the adjustment factor applicable to month 5 will not be billed because the actual in-service volume (650) is less than or equal to the new 124% threshold (651).

<sup>(1)</sup> Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed.

<sup>(2)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term.

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.18 DS1 Term Payment Plan<sup>(2)</sup> (Cont'd)

(N)

(E) DS1 High Capacity Service Portability Commitment<sup>(1)</sup> (Cont'd)

(1) (Cont'd)

(d) (Cont'd)

(v) If the customer elects to terminate the DS1 High Capacity Service Portability Commitment<sup>(1)</sup> or elects to decrease the CL prior to the 3-Year commitment, Termination Liabilities will apply. Termination Liability is calculated as the decreased number of Channel Terminations multiplied by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.5.9(I), multiplied by the number of months remaining in the term of the Portability Commitment<sup>(1)</sup>.

EXAMPLE #3: Customer C has a CL equal to 1,000 Channel Terminations. In month 10 of the 36-month Portability Commitment<sup>(1)</sup>, Customer C elects to decrease the CL by 50 Channel Terminations. The Termination Liability associated with the decrease is equal to:

(50 Channel Terminations) X (26 months remaining) X  
(Lowest available Price Cap Zone 1 Channel Termination rate)

EXAMPLE #4: Customer D has a CL equal to 500 Channel Terminations. In month 20 of the 36-month Portability Commitment<sup>(1)</sup>, Customer D elects to terminate the entire Portability Commitment<sup>(1)</sup>. The Termination Liability associated with the termination of the entire Commitment is equal to:

(500 Channel Terminations) X (16 months remaining) X  
(Lowest available Price Cap Zone 1 Channel Termination rate)

<sup>(1)</sup> Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed.

<sup>(2)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term.

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.18 DS1 Term Payment Plan<sup>(2)</sup> (Cont'd)

(N)

(E) DS1 High Capacity Service Portability Commitment<sup>(1)</sup> (Cont'd)

(2) For Portability Commitments<sup>(1)</sup> established on or after August 30, 2016, the terms and conditions associated with the Portability Commitment<sup>(1)</sup> are as follows in this Section 7.2.22 (E) (2):

(a) Customer commits to a 3-Year Commitment Level (CL) that is reviewed on a monthly basis by the Telephone Company. To begin the process of establishing a Portability Commitment<sup>(1)</sup>, Customer must request from the Telephone Company a list of DS1 circuits with Channel Terminations for all of the ACNAs of Customer and any entities that are then affiliated companies of Customer. Customer must designate from the provided list which DS1 circuits with Channel Terminations are to be included in, and which are to be excluded from, its Portability Commitment<sup>(1)</sup> and return the list with those designations to the Telephone Company. Failure to provide a designation for a listed circuit will be deemed to be a designation that such circuit is to be excluded from its Portability Commitment<sup>(1)</sup>.

Only those DS1 circuits with Channel Terminations that are designated as being included ("Designated DS1s") will be subject to the Portability Commitment<sup>(1)</sup>.

The Customer's initial monthly CL is the total number of Channel Termination associated with Designated DS1s.

The effective date of the Portability Commitment<sup>(1)</sup> will be the first day of the month immediately following the month in which the Portability Commitment<sup>(1)</sup> is signed.

- (b) Customer must commit a minimum of 100 DS1 circuits with Channel Terminations to establish a Portability Commitment<sup>(1)</sup>.
- (c) Customer, including all of its ACNAs and Affiliates, may be subject to only one Portability Commitment<sup>(1)</sup> for the operating territory of the Telephone Company. An "Affiliate," as that term is used in connection with the Portability Commitment<sup>(1)</sup>, is a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of the prior sentence, "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- (d) Designated DS1s that are disconnected during the term of the Portability Commitment<sup>(1)</sup> will not incur Termination Liability charges.

<sup>(1)</sup> Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed.

<sup>(2)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term.

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.18 DS1 Term Payment Plan<sup>(2)</sup> (Cont'd)

(E) DS1 High Capacity Service Portability Commitment<sup>(1)</sup> (Cont'd)

(N)

(2) (Cont'd)

- (e) Circuits which are not included in the Portability Commitment<sup>(1)</sup> by Customer in the initial designation, as described in Section 7.22(E) (2) (a), or ordered under the DS1 TPP on or after August 30, 2016 without being designated for the Portability Commitment<sup>(1)</sup>, may not be added to the Portability Commitment<sup>(1)</sup> for the duration of the Portability Commitment<sup>(1)</sup> term.
- (f) Customer may add additional DS1 circuits with Channel Terminations to the Portability Commitment<sup>(1)</sup> during the term of the Portability Commitment<sup>(1)</sup> only when initially ordering such DS1 circuit. A DS1 circuit with a Channel Termination that is so added, will be considered a Designated DS1.
- (g) Any Designated DS1 with an expired term plan that is subject to month-to-month rates will continue to count toward Customer's CL.
- (h) During the monthly review of Customer's Designated DS1s and its CL, the Telephone Company will determine whether Customer met, did not meet, or exceeded its CL on the last day of the month being reviewed.

If Customer did not meet its CL, Customer will be billed a charge for each Channel Termination below its CL equal to the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.5.9(I), on such last day of the month.

Example: Customer's CL is 100 Channel Terminations. At the end of the month, Customer had 90 Channel Terminations in service. Customer will be billed:

$$(100 - 90) \times (\text{Lowest available Price Cap Zone 1 Channel Termination rate})$$

If a Customer exceeds its CL by 115 percent or greater for three consecutive months, Customer's CL will be increased to ninety percent (90%) of the average number of Designated DS1s for those three months.

Example: Customer's CL is 100 Channel Terminations. For three consecutive months during the Portability Commitment<sup>(1)</sup> term, the Customer's Channel Termination volumes are 118, 120 and 122, for an average of 120. The Customer's new CL will be:

$$((118+120+122)/(3)) \times (90\%) = 108$$

<sup>(1)</sup> Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed.

<sup>(2)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term.

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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.18 DS1 Term Payment Plan<sup>(2)</sup> (Cont'd)

(N)

(E) DS1 High Capacity Service Portability Commitment<sup>(1)</sup> (Cont'd)

## (2) (Cont'd)

- (i) If Customer elects to decrease the CL prior to expiration of the 3-Year commitment, a buy-down charge will apply. The buy-down charge is calculated as the number by which the CL is decreased multiplied by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.5.9(I), on the date of the buy-down multiplied by the number of months remaining in the term of the Portability Commitment<sup>(1)</sup>.

Example: Customer C has a CL equal to 1,000 Channel Terminations. In month 10 of the 36-month Portability Commitment<sup>(1)</sup>, Customer C elects to decrease the CL by 50 Channel Terminations. The buy-down charge associated with the decrease is equal to:

(50 Channel Terminations) X (Lowest available Price Cap Zone 1 Channel Termination rate) X (26 months remaining) = Buy-down Charge

(F) Applicable One-Time Charges

## (1) Access Order Charge

Access Order Charges will apply, as described in section 5.2.1(A), to all order activity. An Access Order charge will apply on any changes made to a plan (e.g., moving from a 3 year to a 7 year plan, on physical moves of DS1 High Capacity Services, and new installations) as applicable.

## (2) DS1 Term Payment Plan Non-Recurring Charges

Non-recurring channel termination charge will apply per channel termination on new installations of DS1 High Capacity Service on 1 year DS1 TPP term, and on all physical moves of DS1 High Capacity Services. Non-recurring channel termination charges will be waived on new installations with 2, 3, 5, and 7 year DS1 TPP terms. The Nonrecurring Channel Termination Charge will also apply, applicable as stated in 7.4.18(E) previously, for customers who have a DS1 High Capacity Service Portability Commitment<sup>(1)</sup>.

<sup>(1)</sup> Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed.

<sup>(2)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.18 DS1 Term Payment Plan<sup>(1)</sup> (Cont'd)

(N)

(G) Termination Liability

Termination liability charges will apply in the following cases:

- (1) In the event service is terminated prior to the expiration of the minimum service period, charges, as specified in Section 5.2.6 (Minimum Period Requirements), will apply in addition to the termination liability charges identified in 7.4.18(G) (2) following.
- (2) In the event service is terminated prior to the end of the DS1 TPP term, a termination charge utilizing the following termination percentage will apply:

Termination Billing Period Percentage: 40%

The termination charge is calculated as follows:

(Monthly Recurring Rate) X (Months remaining in DS1 TPP term) X (Termination Billing Period Percentage)

Example: A customer with a \$500 monthly rate terminates service with 10 months remaining in a 3 year DS1 TPP term. The termination liability charge would be calculated as follows:

$$(\$500) \times (10) \times (.40) = \$2000$$

<sup>(1)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	
			<u>1st</u>	<u>Add'l</u>
(A) Channel Termination				
- Per point of termination				
(1) - 1.544 Mbps				
Zone 1	TMECS/TMELB	\$157.55	\$900.00	\$900.00
Zone 2	TMECS/TMELB	165.60	900.00	900.00
Zone 3	TMECS/TMELB	175.95	900.00	900.00
- DS1 Fiber Advantage <sup>SM</sup> (1)				
Month to Month	FAMCP/FAMCL FAMPP/FAMPL	\$160.00	\$500.00	\$200.00
1 Year Plan	FAMCP/FAMCL FA1+P/FA1+L	120.00	500.00	200.00
3 Year Plan <sup>(3)</sup>	FAMCP/FAMCL FA3+P/FA3+L	90.00	600.00#	300.00# (N)
5 Year Plan <sup>(2)</sup>	FAMCP/FAMCL FA5+P/FA5+L	80.00	600.00#	300.00#
- 3.152 Mbps	TWT++	ICB*	ICB*	ICB*
- 6.312 Mbps	TWT++	ICB*	ICB*	ICB*

\* ICB rates and charges are filed in 7.6 following.

# Nonrecurring charges associated with the installation of Fiber Advantage<sup>SM</sup> Services under a 3 or 5 year term plan are waived.

(1) Effective May 17, 2003, Fiber Advantage<sup>SM</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers. Refer to section 7.4.11(A) for conversion options.

(2) Effective on September 13, 2017, Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plans are no longer available, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plan term for the remainder of that term.

(3) Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)

- Per point of termination (Cont'd)

(3) Fiber Advantage<sup>SM</sup> DS3, DS3x3 and DS3x12<sup>(2)</sup> Rate Stability (N)  
 Payment Plan (Cont'd)

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	
(b) <u>3 Year Plan</u> <sup>(1)</sup> (Cont'd)				(N)
- Fiber Advantage <sup>SM</sup> DS3x12 <sup>(2)</sup> with Terminal Equipment				(N)
Zone 1	Z3MAC/Z3MAP	\$6,630.00	\$ 6,000.00	
Zone 2	Z3MAC/Z3MAP	7,020.00	6,000.00	
Zone 3	Z3MAC/Z3MAP	7,410.00	6,000.00	
- Fiber Advantage <sup>SM</sup> DS3x12 <sup>(2)</sup> without Terminal Equipment				(N)
Zone 1	ZOMAC/ZOMAP	6,780.00	5,000.00	
Zone 2	ZOMAC/ZOMAP	7,170.00	5,000.00	
Zone 3	ZOMAC/ZOMAP	7,560.00	5,000.00	

<sup>(1)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term. (N)

<sup>(2)</sup> DS3X12 is discontinued and no longer available in this publication. (N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)

- Per point of termination (Cont'd)

(3) Fiber Advantage<sup>SM</sup> DS3, DS3x3 and DS3x12<sup>(2)</sup> Rate Stability (N)  
 Payment Plan (Cont'd)

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>
(c) <u>5 Year Plan</u> <sup>(1)</sup>			
- Fiber Advantage <sup>SM</sup> DS3 with Terminal Equipment			
Zone 1	Z3MAC/Z3MAP	\$740.00	\$2,500.00#
Zone 2	Z3MAC/Z3MAP	765.00	3,000.00#
Zone 3	Z3MAC/Z3MAP	790.00	3,500.00#
- Fiber Advantage <sup>SM</sup> DS3 without Terminal Equipment			
Zone 1	ZOMAC/ZOMAP	790.00	1,500.00#
Zone 2	ZOMAC/ZOMAP	815.00	2,000.00#
Zone 3	ZOMAC/ZOMAP	840.00	2,500.00#
- Fiber Advantage <sup>SM</sup> DS3x3 with Terminal Equipment			
Zone 1	Z3MAC/Z3MAP	1,776.00	4,500.00#
Zone 2	Z3MAC/Z3MAP	1,836.00	5,500.00#
Zone 3	Z3MAC/Z3MAP	1,896.00	6,500.00#

# Nonrecurring charges associated with the installation of Fiber Advantage<sup>SM</sup> Service under a 5 year Rate Stability Plan are waived.

<sup>(1)</sup> Effective on September 13, 2017, Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plans are no longer available, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plan term for the remainder of that term.

<sup>(2)</sup> DS3X12 is discontinued and no longer available in this publication.

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)

- Per point of termination (Cont'd)

(3) Fiber Advantage<sup>SM</sup> DS3, DS3x3 and DS3x12<sup>(2)</sup> Rate Stability (N)  
 Payment Plan (Cont'd)

	<u>USOC</u>	<u>Monthly Nonrecurring Rates</u>	<u>Charges</u>
(c) <u>5 Year Plan</u> <sup>(1)</sup> (Cont'd)			
- Fiber Advantage <sup>SM</sup> DS3x3 without Terminal Equipment			
Zone 1	ZOMAC/ZOMAP	1,826.00	3,000.00#
Zone 2	ZOMAC/ZOMAP	1,886.00	4,000.00#
Zone 3	ZOMAC/ZOMAP	1,946.00	5,000.00#
- Fiber Advantage <sup>SM</sup> DS3x12 <sup>(2)</sup> with Terminal Equipment			(N)
Zone 1	Z3MAC/Z3MAP	\$ 5,772.00	\$7,000.00#
Zone 2	Z3MAC/Z3MAP	5,967.00	9,000.00#
Zone 3	Z3MAC/Z3MAP	6,162.00	12,000.00#
- Fiber Advantage <sup>SM</sup> DS3x12 <sup>(2)</sup> without Terminal Equipment			(N)
Zone 1	ZOMAC/ZOMAP	5,922.00	6,000.00#
Zone 2	ZOMAC/ZOMAP	6,117.00	8,000.00#
Zone 3	ZOMAC/ZOMAP	6,312.00	10,000.00#
(4) 274.176 Mbps	TWT++	ICB**	ICB**

\*\* ICB rates and charges are filed in 7.6, following.

# Nonrecurring charges associated with the installation of Fiber Advantage<sup>SM</sup> Service under a 5-year Rate Stability Plan are waived.

<sup>(1)</sup> Effective on September 13, 2017, Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plans are no longer available, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plan term for the remainder of that term.

<sup>(2)</sup> DS3X12 is discontinued and no longer available in this publication. (N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(B) Channel Mileage<sup>(1)</sup> (Cont'd)

(4) 44.736 Mbps<sup>(2)</sup> (Cont'd)

		USOC	1 Year Rates	
			Fixed	Per Mile
Zone 1		1L5XX	None	None
Over	0	1L5XX	410.00	19.00
Zone 2		1L5XX	None	None
Over	0	1L5XX	420.00	21.50
Zone 3		1L5XX	None	None
Over	0	1L5XX	445.00	24.00

		USOC	3 Year Rates <sup>(4)</sup>		(N)
			Fixed	Per Mile	
Zone 1		1L5XX	0.00	0.00	
Over	0	1L5XX	405.00	18.50	
Zone 2		1L5XX	0.00	0.00	
Over	0	1L5XX	415.00	21.00	
Zone 3		1L5XX	0.00	0.00	
Over	0	1L5XX	440.00	23.50	

		USOC	5 Year Rates <sup>(3)</sup>	
			Fixed	Per Mile
Zone 1		1L5XX	0.00	0.00
Over	0	1L5XX	400.00	17.50
Zone 2		1L5XX	0.00	0.00
Over	0	1L5XX	410.00	20.00
Zone 3		1L5XX	0.00	0.00
Over	0	1L5XX	435.00	22.50

<sup>(1)</sup> When the customer order High Capacity Service as previously described in Section 7.2.9(A), the Channel Mileage facility must be ordered in conjunction with an associated Channel Termination, as previously described in Section 7.1.2(A).

<sup>(2)</sup> If a Customer chooses to order a DS3x3 service, the channel Mileage applicable to that service would be three times the appropriate channel mileage rates.

<sup>(3)</sup> Effective on September 13, 2017, High Capacity DS3 5-year Payment Plans are no longer available, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a High Capacity DS3 5-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current High Capacity DS3 5-year Payment Plan term for the remainder of that term.

<sup>(4)</sup> Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(C) Optional Features and Functions (Cont'd)

(1) Multiplexing (Cont'd)

DS3 to DS1 or Fiber (Cont'd) Advantage <sup>sm</sup> DS1	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	
Option 1@				
Option 2@@				
- Per arrangement				
3 Year <sup>(3)</sup>				
Zone 1		\$287.50	\$0.00	(N)
Zone 2		297.50	0.00	
Zone 3		307.50	0.00	
5 Year <sup>(4)</sup>				
Zone 1		275.00	0.00	(N)
Zone 2		285.00	0.00	
Zone 3		295.00	0.00	
DS1C to DS1				
- Per arrangement	MXH++	ICB**	None	
DS1 or Fiber Advantage <sup>sm</sup> DS1 to Voice/Digital* <sup>(1) (2)</sup>				
- Per arrangement				
Zone 1	MQ1/MQ2	\$240.00	None	
Zone 2	MQ1/MQ2	275.00	None	
Zone 3	MQ1/MQ2	300.00	None	

\* A channel(s) of this DS1 can be connected to a WATS Access Line. If this DS1 terminates in a GDTs hub, a channel(s) of the DS1 can be used to provide GDTs. GDTs service stops at the DS1 interface.

\*\* ICB rates and charges are filed in 7.6, following.

@ A channel of this DS3 can be connected to a DS1.

@@ A channel of this DS3 can be connected to a DS1 and reconfigured within the DCS hub...

- (1) Effective May 17, 2003, Fiber Advantage<sup>sm</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers. Refer to section 7.4.11(A) for conversion options.
- (2) Effective November 20, 2019, this Service will no longer be available for purchase by new or existing customers, and service agreements may no longer be renewed. In addition, requests to move, add or change existing service arrangements will not be accepted. Following the expiration of a customer's existing term agreement, service will be provided on a month-to-month basis at the applicable monthly extension rates until the service is discontinued. AT&T currently plans to discontinue this Service on or after June 30, 2024.
- (3) Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term.
- (4) Reference Page 7-181 footnote (3).

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ACCESS SERVICE

7. Special Access (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(H) Collocation Transport

	USOC	Monthly Rate		Nonrecurring Charges	
		Fixed	Per Mile	1st Ckt.	Addl Ckt.
1.544 Mbps	(1H48S)	\$48.00	\$10.00	\$900.00	\$900.00

	USOC	Monthly Rate		Nonrecurring Charges	
		Fixed	Per Mile	1st Ckt.	Addl Ckt.
Fiber Advantage <sup>sm(1)</sup> 1.544 Mbps	(1H48S)	\$48.00	\$ 7.50	\$500.00	\$200.00

	USOC	Monthly Rate		Nonrecurring Charges	
		Fixed	Per Mile	1st Ckt.	Addl Ckt.
44.736 Mbps	(1H48S)				
Month-to-Month*		\$415.00	\$19.25	\$4,000.00	\$4,000.00
Monthly Extension		\$415.00	\$19.25		
1 Year		\$410.00	\$19.00	\$2,000.00	\$2,000.00
3 Year <sup>(3)</sup>		\$405.00	\$18.50	\$1,000.00	\$1,000.00 (N)
5 Year <sup>(2)</sup>		\$400.00	\$17.50	\$1,000.00	\$1,000.00

\* This option will no longer be available for new circuits provisioned on or after, November 21, 2003. There will be no change to existing circuits.

(1) Effective May 17, 2003, Fiber Advantage<sup>sm</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers. Refer to section 7.4.11(A) for conversion options.

(2) Effective on September 13, 2017, High Capacity DS3 5-year Payment Plans are no longer available, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a High Capacity DS3 5-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current High Capacity DS3 5-year Payment Plan term for the remainder of that term.

(3) Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>sm</sup>) 3-year Payment Plan term for the remainder of that term.

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ACCESS SERVICE

- 7. Special Access Service (Cont'd)
- 7.5 Rates and Charges (Cont'd)
- 7.5.9 High Capacity Service (Cont'd)

(I) DS1 Term Payment Plan

Rates and charges for the DS1 Term Payment Plan<sup>(1) (3)</sup>

(N)

- (1) Channel Termination
- Per Point of Termination

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
TMECS ZN1	\$144.90	\$144.90	\$139.15	\$113.00	\$110.00
TMECS ZN2	\$156.40	\$155.83	\$142.31	\$115.00	\$112.00
TMECS ZN3	\$165.60	\$159.85	\$153.53	\$121.50	\$118.55

- (2) Channel Mileage
- Fixed

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
1L5XX ZN1	\$ 48.00	\$ 44.50	\$43.00	\$ 38.00	\$ 34.50
1L5XX ZN2	\$ 48.00	\$ 47.00	\$45.50	\$ 40.50	\$ 37.00
1L5XX ZN3	\$ 48.00	\$ 47.50	\$46.00	\$ 41.00	\$ 37.50

- Per Mile

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
1L5XX ZN1	\$ 10.00	\$ 9.95	\$ 9.90	\$ 9.75	\$ 9.25
1L5XX ZN2	\$ 10.05	\$ 10.00	\$ 9.90	\$ 9.75	\$ 9.25
1L5XX ZN3	\$ 10.05	\$ 10.00	\$10.00	\$ 9.75	\$ 9.25

- (3) Central Office Multiplexing DS1 to DS0 voice/digital<sup>(2)</sup>
- Per arrangement

(T)

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
MQ1/MQ2/QMU ZN 1	\$230.00	\$210.00	\$200.00	\$195.00	\$190.00
MQ1/MQ2/QMU ZN 2	\$250.00	\$210.00	\$200.00	\$195.00	\$190.00
MQ1/MQ2/QMU ZN 3	\$250.00	\$250.00	\$200.00	\$195.00	\$190.00

- (4) Collocation Transport
- Channel Mileage
- Fixed

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
1H48S	\$ 48.00	\$ 44.50	\$ 42.00	\$ 37.00	\$ 34.50

- Per Mile

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
1H48S	\$10.05	\$10.05	\$ 9.90	\$ 9.50	\$ 9.25

- (1) Effective on September 13, 2017, DS1 TPP 5- and 7-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 5- or 7-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current DS1 TPP 5- or 7-year Payment Plan term for the remainder of that term.
- (2) Effective November 20, 2019, this Service will no longer be available for purchase by new or existing customers, and service agreements may no longer be renewed. In addition, requests to move, add or change existing service arrangements will not be accepted. Following the expiration of a customer's existing term agreement, service will be provided on a month-to-month basis at the applicable monthly extension rates until the service is discontinued. AT&T currently plans to discontinue this Service on or after June 30, 2024.
- (3) Effective on November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan term for the remainder of that term.

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