43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) (Tx)

43.1 Service Description

(A) Service Description

OPT-E-MAN® Service offers networking capabilities utilizing Optical Ethernet, which is the use of Ethernet LAN packets running over optical fiber within or as access to a service provider's network. OPT-E-MAN® provides an integrated service consisting of fiber transport connected to an Ethernet device capable of switching. OPT-E-MAN® provides dedicated bandwidth ranging from 5 Mbps up to 1 Gbps. Customers may connect to the service using a router, bridge or switch. Customers that are connecting to OPT-E-MAN® service in the Telephone Company's Central Office must follow the terms and conditions as stated in Section 25 of the tariff. (Tx)

OPT-E-MAN® supports a logical point-to-point, point to multi-point or multi-point to multi-point configuration and enables the customer to connect locations within the same LATA or Metropolitan Area Network (MAN) as if they were segments on the same LAN. OPT-E-MAN® Service supports full duplex communication. (Tx)

OPT-E-MAN® Service is currently limited to the following LATAs: (Tx)

*Dallas (LATA 552)	*Austin (LATA 558)	
*Houston (LATA 560)	*St. Louis (LATA 520)	
*Kansas City (LATA 524)	*Oklahoma City (LATA 405)	(Nx)
*San Antonio (LATA 566)	*Tulsa (LATA 918)	(Nx)
*El Paso (LATA 540)	*Corpus Christi (LATA 564)	(Nx)
*Topeka (LATA 534)	*Amarillo (LATA 546)	(Nx)
*Laredo (LATA 568)		(Nx)

Once the facilities necessary to provide OPT-E-MAN®, as specified in this section, are deployed in other LATAs, customers may purchase OPT-E-MAN® in those LATAs. To the extent a customer would like to purchase OPT-E-MAN® Service in any LATA where the necessary facilities to provide OPT-E-MAN® Service have not been deployed, the customer can request special construction for this service in accordance with Section 5.2.6 of this tariff. (Tx) (Tx) (Tx)

OPT-E-MAN® Service provides the customer the capability to connect to the Telephone Company's network via one of the following standard network interfaces as described in Section 43.1(B) and (D): (Tx)

(i) 10/100 Mbps Base T
(ii) 1 Gbps Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX)

Material previously appearing on this page now appears on Original Page 43-1.1.
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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Nx)

43.1 Service Description (Cont'd)

(A) Service Description (Cont'd) (Nx)

OPT-E-MAN® includes the port and connection to the Ethernet network, Committed Information Rate (CIR)(Bandwidth assessed per speed increments ranging from 5 Mbps to 1 Gbps), and Ethernet Virtual Connections (EVC) and is offered in three grades of service: Bronze, Silver and a Best Effort service identified as Customer Switched Metro Ethernet (CSME). (Mx) (Mx) (Nx)

Customized Switched Metro Ethernet Service (CSME), as described in Section 43.3, is a sell and deploy product which provides a switched metropolitan Ethernet network and is available in 10 Mbps, 100 Mbps or 1 Gbps connections. A CSME Best Effort port cannot be combined with an OPT-E-MAN® Bronze and/or Silver port in the same network. Service Level Agreements (SLAs) are not available on CSME. (Nx)

Material now appearing on this page previously appeared on 2nd Revised Page 43-1.

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) (Cont'd) (Tx)

43.1 Service Description (Cont'd)

(A) Service Description (Cont'd)

OPT-E-MAN® will be offered as follows: (Tx)

Basic Connection: The OPT-E-MAN® Basic Connection provides the customer with a switched, logical point-to-point connection and point to multipoint connection between the customer locations using a physical connection to the Ethernet network, and virtual connections through the Ethernet network. (Tx)

Basic Plus Connection: OPT-E-MAN® Basic Plus Connection provides the customer with a switched, logical point-to-point, point to multi-point, and/or multi-point to multi-point connection between the customer locations using a physical connection to the Ethernet network, and virtual connections through the Ethernet network. (Tx)

Committed Information Rate (CIR): The customer must select CIR usage and at least one EVC to enable service.

CIR usage will have the following Grades of Service selection:

Bronze: Intended for data applications with more tolerance for delay and/or data applications that are lower in priority, i.e. LAN traffic. Service parameters associated with this Grade of Service are PDR and Latency. Latency is defined as the amount of time necessary for a typical frame to traverse the Ethernet network. Latency is measured by averaging sample measurements taken during a calendar month from Network Terminating Equipment (NTE) to NTE to which the customer ports are attached and is measured when the network is available for use by the customer.

Silver: Supports applications that require minimal loss and low latency variation (jitter). The service parameters associated with this Grade of Service are PDR, Latency and Jitter. Jitter is calculated as the delay variance of the packets transported across the network or the delta between two consecutive packets and is measured when the network is available for use by the customer.

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) (Cont'd) (Tx)

43.1 Service Description (Cont'd)

(B) Service Provisioning

(1) Manner of Provisioning

(a) Access into the Telephone Company's network must conform to industry standards and specifications as described in technical publications TP-76200MP and SBC-TP-76412-000.

(b) The Telephone Company will provision up to and including the Network Terminating Equipment (NTE), which is on the Telephone Company's side of the demarcation point.

(c) NTE installed by the Telephone Company on the customer's premises shall remain the property of the Telephone Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test or interface with any network equipment installed by the Telephone Company without prior written consent of the Telephone Company.

(d) The customer shall be responsible for obtaining permission for the Telephone Company's agents or employees to enter the customer's premises at a mutually agreed upon time for the purpose of installing, inspecting, repairing, or removing (upon termination of the service) the equipment of the Telephone Company.

(2) Limitations

(a) OPT-E-MAN® is only available within the same Local Access Transport Areas (LATAs). (Tx)

(b) The Telephone Company shall not be responsible for error correction. Error correction is the responsibility of the customer's OPT-E-MAN® compatible CPE. (Tx)

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.1 Service Description (Cont'd)

(B) Service Provisioning (Cont'd)

(2) Limitations (Cont'd)

(c) The selected CIR bandwidth usage may not exceed the physical bandwidth/speed of that port. If a customer orders 1 Gbps of CIR on a single port, the Telephone Company reserves the right to use up to 10% of bandwidth for traffic management.

(d) OPT-E-MAN® does not allow for oversubscription. The total bandwidth (speed sum of the EVCs) on a single port cannot exceed the selected CIR of that port. (Tx)

(e) The Telephone Company shall not be responsible for installation, operation, maintenance, or adapting OPT-E-MAN® to the technological requirements of any specific CPE. (Tx)

(f) If a customer connects to the Ethernet network using a bridge or switch, only 50 MAC addresses will be initially available per port. Additional addresses may be purchased in blocks of 50 at an additional charge, with a limit of 100 MAC addresses total per port. The rates are described in Section 43.2(D) Rates and Charges.

(g) OPT-E-MAN® service requiring a cross connect in a Telephone Company central office is only available with a 1 Gbps connection. (Tx)

(h) Data exiting the network though the customer port or ports is excluded from SLA calculations to the extent that it exceeds the CIR for those ports.

(i) The Telephone Company will use controls to limit the amount of multicast and broadcast traffic to protect the OPT-E-MAN® network against traffic storms. (Tx)
The maximum throughput of multicast traffic will be set at 1Mbps per customer port. The maximum throughput of broadcast traffic will be set at 200 packets per second per port. Packets dropped by traffic controls will be excluded from SLA calculations. The Telephone Company recommends that customers enable controls for multicast, broadcast, and unknown unicast traffic within the customer network(s).

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.1 Service Description (Cont'd)

(B) Service Provisioning (Cont'd)

(3) Customer Interface Options

Interface	Handoff	Bandwidth Limit	Distance Limit
10/100 Mbps Base T	Copper	100 Mbps	100 M
1000 Base SX	Fiber	1 Gbps	550 M
1000 Base LX/LH	Fiber	1 Gbps	550 M-10Km
1000 Base ZX	Fiber	1 Gbps	70 Km

(C) Service Level Agreements (SLAs)

The Telephone Company is committed to maintain Network Availability of 99.95% per month, including the local loop which equates to less than 21.6 minutes of downtime per month, excluding maintenance windows.

Network Availability is calculated as the percentage of time that the Ethernet network is capable of accepting and delivering customer data during the measurement period. The calculation for Network Availability for a given month is as follows:

Network Availability = (24 hours x days in month x 60 x number of customer sites – network outage time)/(24 hours x days in month x 60 x number of customer sites)

The Telephone Company will meet the Network Availability, given the following terms and conditions:

(i) The customer must notify the Telephone Company when the service parameters within the calendar month fall below (or above) the committed level.
(ii) The customer must request a service credit within 45 days after the end of the month when the failure occurred.

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.1 Service Description (Cont'd)

(C) Service Level Agreements (SLAs) (Cont'd)

(iii) Upon verification by the Company that the actual service performance for that parameter was less than the committed level, the customer will be provided a service credit equal to 10% of the monthly recurring charge for that service parameter for all affected ports.

(1) Grade of Service Guarantees

Grade of Service guarantees will exist for OPT-E-MAN® Service if the Telephone Company fails to meet service parameters, such as Latency, PDR and Jitter, defined for each Grade of Service, given the following terms and conditions: (Tx)

(i) The customer must notify the Telephone Company when the service parameters within the calendar month fall below (or above) the committed level.

(ii) The customer must request a service credit within 45 days after the end of the month when the failure occurred.

(iii) Upon verification by the Company that the actual service performance for that parameter was less than the committed level, the Telephone Company has one month to correct the problem.

(iv) If after one month, the service performance for that parameter is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports.

(a) Packet Delivery Rate (PDR)Guarantee

The PDR guarantee is a percentage of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Bronze PDR = 99.5%
Silver PDR = 99.9%

Packet delivery is measured by averaging sample measurements taken during a calendar month from NTE to NTE to which the customer ports are attached when the OPT-E-MAN® network is available for use by the customer. (Tx)

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.1 Service Description (Cont'd)

(C) Service Level Agreements (SLAs) (Cont'd)

(1) Grade of Service Guarantees (Cont'd)

(b) Latency

The Telephone Company is committed to maintain delay across the Telephone Company's network at no more than a 18-27 ms (36-54 ms roundtrip) depending on grade of service for packets 1500 bytes or less. (Cx)

Bronze Latency = 27 ms one way (54 ms roundtrip) (Cx)
Silver Latency = 18 ms one way (36 ms roundtrip) (Cx)

Latency is measured by averaging sample measurements taken during a calendar month between NTE to which the customer ports are attached when the OPT-E-MAN® network is available for use by the customer. (Tx)

(c) Jitter

Applicable only to the Silver Grade of Service, OPT-E-MAN® is committed to maintain a jitter of less than 12 ms one-way end-to-end (including the local loop) within the Telephone Company's Ethernet network. (Tx) (Cx)

Jitter is measured by averaging sample measurements taken during a calendar month between NTE to which the customer ports are attached when the OPT-E-MAN® network is available for use by the customer. (Tx)

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) (Cont'd) (Tx)

43.1 Service Description (Cont'd)

(C) Service Level Agreements (SLAs) (Cont'd)

(2) Allowance for Service Interruptions

The allowance for service interruption will apply as specified in Section 2.5.6. (Tx)

(a) When A Credit Allowance Does Not Apply

No credit allowance will be made for:

(i) Interruptions caused by the negligence of the Customer;
(ii) Interruptions of a service due to the failure of equipment or systems provided by the Customer or parties other than the Telephone Company;
(iii) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated;
(iv) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service;
(v) No credit allowances will apply during a Telephone Company work stoppage;
(vi) No credit allowance due to governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control.

(3) SLA Regulations

(a) SLAs will be offered at no charge to all customers with term agreements of 1 year or more. Month-to-month customers will continue to receive credits as described in Section 2.5.6. (Tx)
(b) SLAs will apply to all connection types
(c) SLA credits will not exceed full monthly charges for affected network elements.

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.1 Service Description (Cont'd)

(C) Service Level Agreements (SLAs) (Cont'd)

(4) SLA Exclusions

The Telephone Company will be excluded from providing any Service Level Agreement credits should any of the following conditions occur:

(a) Force major events such as, but not limited to an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes. Loss or damage resulting from any cause beyond the Telephone Company's reasonable control such as acts of war, civil disturbances, acts of civil or military authorities or public enemy.
(b) All SLAs are guaranteed end-to-end (hand-off at the customer demarcation to hand-off at the customer demarcation, including the local loop). The failures of any components beyond the demarcation point are excluded from SLA calculation.
(c) Data Loss during the Telephone Company's schedule maintenance window.
(d) Data exceeding subscribed CIR.
(e) Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.

(D) OPT-E-MAN® Configuration (Tx)

The customer must order OPT-E-MAN® service via an OPT-E-MAN® standard interface as described in the following: (Tx)

(i) 10/100 Mbps Base T - a copper handoff with a bandwidth limitation of 100 Mbps.

(ii) 1 Gbps Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX)- a fiber handoff with a bandwidth limitation of 1 Gbps.

The customer must select a Committed Information Rate (CIR) and one (1) Ethernet Virtual Connection (EVC) to enable service. The bandwidth usage (CIR) selected by the customer must be in service for at least 30 days before an increase or decrease in the bandwidth can be requested.

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ACCESS SERVICE

43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.1 Service Description (Cont'd)

(D) OPT-E-MAN® Configuration (Cont'd) (Tx)

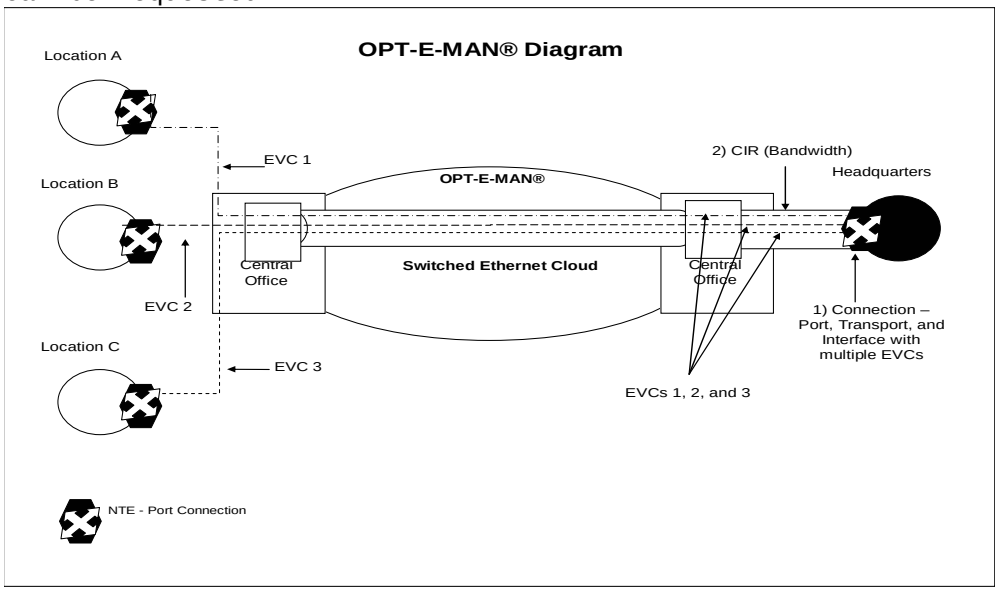
The customer will have the option to order Bronze or Silver Grades of Service.

Network Terminating Equipment (NTE) will be placed at the customer's premises or Telephone Company central office as part of the OPT-E-MAN® Service. (Tx)

(iii) A total of 8 EVCs may be configured per Basic 10/100 Mbps port.
(iv) A total of 64 EVCs may be configured per Basic 1 Gbps port.
(v) A total of 7 EVCs may be configured per Basic Plus 10/100 Mbps port.
(vi) A total of 63 EVCs may be configured per Basic Plus 1 Gbps port.

When EVCs are ordered, the customer must designate the portion of the CIR bandwidth assigned to each EVC. The CIR bandwidth for the EVCs range from 5Mbps to 1000 Mbps in 1Mbps increments EVCs will be prioritized as Bronze or Silver. The originating and terminating ports must both have a CIR with Silver GoS for the EVC between the two ports to be prioritized with a Silver GoS. (Dx) (Dx)

An EVC must be in service for at least 30 days before any changes can be requested.



(Tx)

(Tx)

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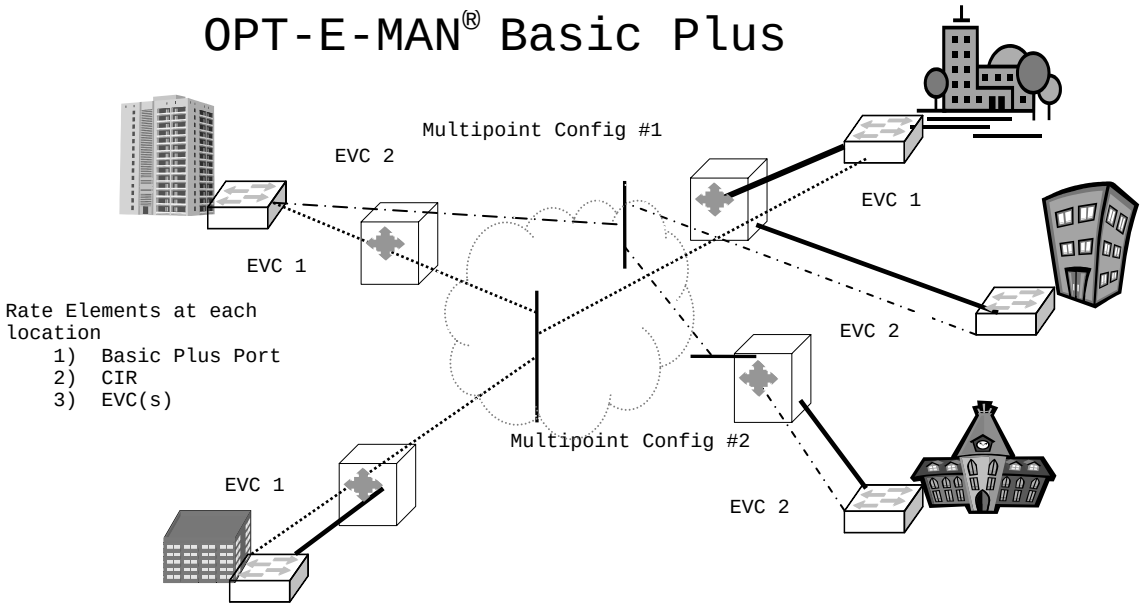
ACCESS SERVICE

43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.1 Service Description (Cont'd)

(D) OPT-E-MAN® Configuration (Cont'd) (Tx)

OPT-E-MAN® Basic Plus (Tx)



The service above has a port at each location (Basic Plus). Each Basic Plus port has a Committed Information Rate (CIR) that must be equal to or greater than the sum of the Ethernet Virtual Connections (EVCs) on that port. Basic Plus service can facilitate Point to Point, Point to Multipoint, or Multipoint to Multipoint as shown above. EVC1 and EVC2 represents Basic Plus Multipoint to Multipoint configurations, illustrating that each port in a multipoint configuration can transmit traffic to all other locations on the same multipoint configuration. Point to Point is a dedicated connection between two ports. Point to Multipoint is multiple point to point connections between several different ports. Multipoint to Multipoint is a connection between multiple designated ports on the OPT-E-MAN® network. (Tx)

(E) Responsibility of the Customer

The customer is responsible for providing the compatible CPE to be used for the connection to the OPT-E-MAN® Service. The customer is responsible for notifying the Telephone Company of any interruption in service. (Tx)

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ACCESS SERVICE

43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.1 Service Description (Cont'd)

(F) Rate Elements

(1) Connection- The OPT-E-MAN® connection rate elements are assessed per interface at 10/100 Mbps or 1 Gbps Ethernet. The OPT-E-MAN® connection rate element includes the physical connection from the customer demarc to the Ethernet network. (Tx) (Tx)

(2) Committed Information Rate (CIR) is bandwidth assessed per speed increments ranging from 5 Mbps to 1 Gbps and is available in Bronze and Silver Grade of Service.

(3) Ethernet Virtual Connections (EVC)- EVCs must be ordered in increments between 5-1000 Mbps. CIR per EVC may be set in 1 Mbps increments. (Dx) (Dx)

(4) Nonrecurring Charges- one-time charges that apply for specific work activity related to the provisioning of OPT-E-MAN® Service, as described in Section 43.2. (Tx)

(5) Recurring Charges- Recurring charges are rates that apply each month or fraction thereof that the service is provided. Recurring rates apply to 12, 24, 36, or 60-month period under the terms and conditions of Term Pricing Plan (TPP), discussed in 43.1(H).

(6) Month to Month Rates- Upon completion of a TPP, a customer's service will automatically convert to the Month-to-Month Rates unless the customer requests a new TPP.

(G) Optional Features

(1) Repeater-(Circuit Regenerators) provide essential detection and retransmission of Ethernet signals. Repeaters will only be provided as required by the Telephone Company when actual fiber facility distance between customer designated premises and/or central office locations exceed design limits (as specified in technical publication SBC-TP-76412-000). Repeaters will be located exclusively in Telephone Company central offices.

(2) Additional MAC Addresses- If a customer connects to the Ethernet network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses will be initially available per port. 50 additional addresses may be purchased at an additional charge, with a limit of 100 MAC addresses total per port.

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.1 Service Description (Cont'd)

(H) Term Pricing Plan

The OPT-E-MAN® Term Payment Plan (TPP) is a term plan that allows a customer to purchase OPT-E-MAN® Service over a 1, 2, 3, or 5, year period. During the term of the selected 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 TPP term however, the monthly recurring rate during the TPP term will never exceed the initial TPP rate. The TPP rates can be found in Section 43.2. The customer must commit to at least a 12 month TPP to qualify for the service. (Tx) (Tx)

The Administrative Charge is a non-recurring charge that applies for each Access Order. The Administrative Charge will be waived for all orders requesting new service. Administrative Charges for OPT-E-MAN® are set forth in 43.2(D) following. (Tx)

(I) Moves

Moves involve a change in the physical location of one of the following:

(i) Service rearrangement;
(ii) Point of Termination at the customer's premises; or
(iii) Customer's premises.

Move charges are dependent upon the type of move requested by the customer.

(1) Service Rearrangement

Service rearrangements are changes to existing (installed) services, which do not result in a change in the minimum period requirements, as set forth in Section 5.2.8.

(2) Moves Within the Same Building

When the move is to a new location within the same building, the Administration charge, all associated non-recurring charges, and Customer Connection charge for the service termination affected will apply. There will be no change in the minimum period requirements, as described in Section 5.2.9.

(3) Moves to a Different Building

Moves to a different building will be treated as a discontinuance therefore start of service, all associated nonrecurring charges, and new minimum period requirements, as described in Section 5.2.9, will apply.

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®) (Cont'd) (Tx)

43.1 Service Description (Cont'd)

(J) Expiration of OPT-E-MAN® TPP term options (Tx)

The OPT-E-MAN® TPP is not available for renewal. At the expiration of the TPP term, the customer may select a new TPP term at the prevailing rates. If a customer does not wish to purchase a new OPT-E-MAN® TPP at the expiration of the term, the customer's service will automatically convert to the prevailing month-to-month rates. The Telephone Company must receive written notice 45 days prior to termination. (Tx) (Tx)

(K) Termination Liability

Termination liability charges will apply in the following cases:

In the event service is terminated prior to the end of the TPP term, a termination charge utilizing the following termination percentage will apply:

Termination Billing Period Percentage: 50%

The monthly recurring rates exclude EVC(s) and additional MAC address charges.

The termination charge is calculated as follows:

(Monthly recurring rates)X(Months remaining in TPP term) X (Termination Billing Period Percentage)

Example: A customer with $3000.00 in monthly rates terminates service with ten (10) months remaining in a three year TPP term.

The termination liability charge would be calculated as follows:
($3000.00) X (10) X (.50) = $15,000.00

(L) Termination Liability will not apply for a new customer's first two OPT-E-MAN® Ports it the customer cancels service prior to the 61st calendar day of service. (Tx)

This will allow customers to fully complete integration testing between AT&T's OPT-E-MAN® Network and their own Ethernet Network without incurring termination penalties associated with a circuit under the TPP if they elect not to continue service. (Tx)

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.2 Rates and Charges

(A) Connection

Basic Connection	USOC	Month-to Month	1 Year	2 Year	3 Year	5 Year	NRC
10/100 Mbps	P9FEX	$ 925.00	$ 780.00	$ 750.00	$ 650.00	$ 575.00	$1,925.00(3)
Gigabit Ethernet	P9FGX	$1,400.00	$1,200.00	$1,150.00	$1,000.00	$ 850.00	$2,100.00(3)

Basic Plus Connection	USOC	Month-to Month	1 Year	2 Year	3 Year	5 Year	NRC
10/100 Mbps	P9FFX	$ 925.00	$ 780.00	$ 750.00	$ 650.00	$ 575.00	$1,925.00(3)
Gigabit Ethernet	P9FHX	$1,400.00	$1,200.00	$1,150.00	$1,000.00	$ 850.00	$2,100.00(3)

(B) Committed Information Rate (CIR)

(1) Bronze Grade of Service

CIR Bandwidth Charges	USOC	Monthly Recurring Rate	NRC(4)
CIR Speed (Mbps)			
5(2)	R6EAB	$ 450.00	$0.00(Rx)
10(2)	R6EBB	$ 650.00	$0.00(Rx)
15(1)	R6ECB	$1,350.00	$0.00(Rx)
20(2)	R6EDB	$ 900.00	$0.00(Rx)
25(1)	R6EEB	$1,675.00	$0.00(Rx)
30(1)	R6EFB	$1,800.00	$0.00(Rx)
40(1)	R6EGB	$1,950.00	$0.00(Rx)
50(2)	R6EHB	$1,025.00	$0.00(Rx)
60(1)	R6EJB	$2,350.00	$0.00(Rx)
80(1)	R6EKB	$2,650.00	$0.00(Rx)
100(2)	R6ELB	$1,200.00	$0.00(Rx)
125(1)	R6EMB	$2,900.00	$0.00(Rx)
150(1)	R6ENB	$3,500.00	$0.00(Rx)
175(1)	R6EOB	$4,200.00	$0.00(Rx)
200(1)	R6EPB	$4,400.00	$0.00(Rx)
250(2)	R6EQB	$1,575.00	$0.00(Rx)
300(1)	R6ERB	$5,000.00	$0.00(Rx)
400(1)	R6ESB	$5,300.00	$0.00(Rx)
500(2)	R6ETB	$1,900.00	$0.00(Rx)
600(1)	R6EUB	$5,900.00	$0.00(Rx)
700(1)	R6EVB	$6,200.00	$0.00(Rx)
800(1)	R6EWB	$6,500.00	$0.00(Rx)
900(1)	R6EYB	$6,800.00	$0.00(Rx)
1000(2)	R6EZB	$2,575.00	$0.00(Rx)

(Cx)

(1) As of 03/31/05 the specified CIR Speeds will no longer be available to new customers, there will be no change to existing customers.
(2) As of 03/31/05, a onetime CIR non recurring charge will be waived for all existing customers that are currently on a grandfathered CIR option and elect to change their selected CIR to (5, 10, 20, 50, 100, 250, 500, or 1000Mbps) on or before 06/30/05.
(3) As of 09/09/05 non-recurring charges will be waived for Basic and Basic Plus Connections for 2, 3 and 5 years terms.
(4) As of 09/06/06, the CIR NRC charges will be waived. (Nx)
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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.2 Rates and Charges (Cont'd)

(B) Committed Information Rate (CIR) (Cont'd)

(2) Silver Grade of Service

CIR Bandwidth Charges	USOC	Monthly Recurring Rate	NRC[3]
CIR Speed (Mbps)			
5[2]	R6EAC	$ 650.00	$0.00(Rx)
10[2]	R6EBC	$ 850.00	$0.00(Rx)
15[1]	R6ECC	$1,525.00	$0.00(Rx)
20[2]	R6EDC	$1,100.00	$0.00(Rx)
25[1]	R6EEC	$1,900.00	$0.00(Rx)
30[1]	R6EFC	$2,050.00	$0.00(Rx)
40[1]	R6EGC	$2,200.00	$0.00(Rx)
50[2]	R6EHC	$1,225.00	$0.00(Rx)
60[1]	R6EJC	$2,675.00	$0.00(Rx)
80[1]	R6EKC	$3,000.00	$0.00(Rx)
100[2]	R6ELC	$1,400.00	$0.00(Rx)
125[1]	R6EMC	$3,275.00	$0.00(Rx)
150[1]	R6ENC	$4,000.00	$0.00(Rx)
175[1]	R6EOC	$4,750.00	$0.00(Rx)
200[1]	R6EPC	$4,975.00	$0.00(Rx)
250[2]	R6EQC	$1,975.00	$0.00(Rx)
300[1]	R6ERC	$5,650.00	$0.00(Rx)
400[1]	R6ESC	$6,000.00	$0.00(Rx)
500[2]	R6ETC	$2,300.00	$0.00(Rx)
600[1]	R6EUC	$6,675.00	$0.00(Rx)
700[1]	R6EVC	$7,000.00	$0.00(Rx)
800[1]	R6EWC	$7,350.00	$0.00(Rx)
900[1]	R6EYC	$7,700.00	$0.00(Rx)
1000[2]	R6EZC	$2,975.00	$0.00(Rx)

(Cx)

(1) As of 03/31/05 the specified CIR Speeds will no longer be available to new customers, there will be no change to existing customers.

(2) As of 03/31/05, a onetime CIR non recurring charge will be waived For all existing customers that are currently on a grandfathered CIR option and elect to change their selected CIR to (5, 10, 20, 50, 100, 250, 500, or 1000 Mbps)on or before 06/30/05.

(3) As of 09/06/06, the CIR NRC charges will be waived. (Nx)

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Tx)

43.2 Rates and Charges (Cont'd)

(C) EVC Charges

EVC CIR Range	Bronze USOC	Bronze Monthly Recurring Rate	Silver USOC	Silver Monthly Recurring Rate	NRC per EVC
5-100 Mbps	EVNAB	$0.00	EVNAC	$0.00	$0.00
101-500 Mbps	EVNBB	$0.00	EVNBC	$0.00	$0.00
501-1000 Mbps	EVNCB	$0.00	EVNCC	$0.00	$0.00

(D) Other Charges

Item	USOC	Recurring Charge	Non-Recurring Charge
Administrative Charge per order	ORCMX	N/A	$ 60.00
Design and Central Office Connection Charge per circuit	NRMCK	N/A	$ 0.00
Customer Connection Charge per termination	NRBBL	N/A	$ 0.00

(E) Optional Features

	USOC	Month-to-Month	1 Year	2 Year	3 Year	5 Year	NRC
Repeater	VU4	$475.00	$400.00	$375.00	$325.00	$300.00	$250.00

	USOC	Recurring Charge	Non-Recurring Charge
Additional MAC Addresses (51-100)	M2CAX	$ 5.00	$ 70.00

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(Nx)

43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd)

43.3 Customized Switched Metro Ethernet (CSME)

(A) Service Description

The CSME Port Connection provides the customer with a switched, logical point-to-point, point to multi-point, and/or multi-point to multi-point connection between the customer locations using a physical connection to the Ethernet network, and virtual connections through the Ethernet network.

There are no CIR options associated with the CSME Port. The full bandwidth of the CSME Port is available for transport as best effort. CSME Service can be purchased with the following Port types:

- 10/100 Base T (10 Mbps or 100 Mbps)
- Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX)

CSME is a best effort grade of service, with no performance parameters, and the performance is not guaranteed.

(B) Terms and Conditions

In addition to regulations set forth elsewhere in this Tariff, the following regulations apply to CSME Service:

(1) The Telephone Company shall not be responsible for installation, operation, maintenance, or adapting OPT-E-MAN® to the technological requirements of any specific CPE.

(2) CSME Service supports full duplex communication.

(3) If a customer connects to the CSME network using a bridge, switch or router for Layer 2 connectivity, 150 MAC addresses are included per Layer 2 device, per port.

(4) CSME Service is distance limited, based on circuit configuration. A repeater, as described in Section 43.3(C)(2)(c), may be used to extend the transmission of CSME Service.

(5) A total of 8 Ethernet Virtual Connections (EVCs) may be configured per 10/100 Base T connection. A total of 64 EVCs may be configured per 1 Gbps connection.

(Nx)

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Nx)

43.3 Customized Switched Metro Ethernet (CSME)(Cont'd)

(B) Terms and Conditions (Cont'd)

(6) CSME Service is not available in a meet-point billing arrangement involving other Carriers.

(7) Service Level Agreements (SLAs) are not offered with this service.

(8) Both the 10 Mbps and 100 Mbps ports are provisioned using the 10/100 Base T Electrical Interface.

(9) Customers will be permitted to upgrade from a 10 Mbps or 100 Mbps Ports to a 1 Gbps Port; however, the Non-recurring Charge associated with the new 1 Gbps Port will apply.

(Nx)

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(Nx)

43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd)

43.3 Customized Switched Metro Ethernet (CSME)(Cont'd)

(C) Features

(1) Standard Features

Usage, Port, Transport and Interface
Usage, Port, Transport and Interface provides for the physical connection between the customer's premises and the serving wire center, as well as the bandwidth that will be used by the customer at each location.
Available protocols: 10/100 Base T and 1 Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX).

(2) Optional Features

(a) Additional MAC Addresses
Media Access Control (MAC) Addresses denote a data link layer protocol used for Layer 2 connectivity. If a customer connects to the CSME network using a bridge or switch for Layer 2 connectivity, only 150 MAC addresses can be used per Layer 2 device, per port. Any additional addresses over the first 150 will be assessed an additional charge, with a limit of 200 MAC addresses total per port. An additional charge will be assessed per block of 151-200 addresses.

(b) Ethernet Virtual Connections (EVC)
An Ethernet Virtual Connection is a logical point-to-point connection between two customer locations, and goes from the customer demarcation point at one location through the network to terminate at the demarcation point at the second customer location. EVCs do not provide for traffic prioritization. EVCs may be ordered to establish additional virtual connections over the same physical connection. When EVCs are ordered, the customer must designate the amount of bandwidth to be assigned to each EVC. EVCs can be set in 1 Mbps increments from 5 Mbps to 1 Gbps.

(c) Repeater
Repeaters (Circuit Regenerators) provide essential detection and retransmission of Ethernet signals. Repeaters will only be provided as required by the Telephone Company when actual fiber facility distance between customer designated premises and/or central office locations exceed design limits (as specified in technical publication SBC-TP-76412-000). Repeaters will be located exclusively in Telephone Company central offices.

(Nx)

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Nx)

43.3 Customized Switched Metro Ethernet (CSME)(Cont'd)

(D) Rate Elements

(1) Physical and/or Virtual Elements

Description	Nonrecurring Charges	36 months	60 months	Monthly Extension
10 Mbps Connection /P9FYX/	$1600.00	$1170.00	$1100.00	$1550.00
100 Mbps Connection /P9FKX/	$1925.00	$1665.00	$1600.00	$2500.00
1 Gbps /P9FLX/	$2500.00	$3220.00	$3080.00	$3900.00
EVC (per connection) /EVNDE/	$0.00	$0.00	$0.00	$0.00
Additional MAC Addresses 151 – 200 /M2CAX/	$70.00	$5.00	$5.00	$5.00
Repeater (Optional) /VU4/	$250.00	$400.00	$375.00	$475.00

(2) Ordering Elements

	Nonrecurring Charges
(a) Administrative Charge - per order /ORCMX/	$ 60.00
(b) Design and Central Ofc Connection Chg - per circuit /NRMCK/	0.00
(c) Customer Connection Charge - per termination /NRBBL/	0.00

(Nx)

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43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd) (Nx)

43.3 Customized Switched Metro Ethernet (CSME)(Cont'd)

(E) Term Pricing Plan

CSME Service is only available under the Term Payment Plan (TPP) whereby customers must select either a 36- or 60-month period. Decreases in CSME Monthly Recurring Charges will be passed onto customers who participate in a TPP. At the expiration of the selected Term Payment Plan period, the Monthly Extension Rate in effect at the time of contract expiration will apply, unless a new TPP is selected.

The customer may renew an existing TPP with a written notice of intent to renew no later than 90 days prior to the expiration of the TPP, without incurring new Non-recurring Charges.

(F) Upgrade of Service

CSME Customers may upgrade to an OPT-E-MAN® Bronze or Silver level of service without incurring Termination Liability charges, providing the following criteria are met:

(1) The customer subscribes to a Term Plan period that is equal to, or greater than, 36 months;
(2) The expiration date for the new Term Plan period is beyond the end of the original term period;
(3) No lapse in service occurs;
(4) Non-recurring Charges for the upgraded service will apply;
(5) The monthly rates for the new service(s) will be those rates in effect at the time the new service(s) is/are installed;
(6) The new service is provided between the same customer locations and with the same customer of record as the disconnected service;
(7) The original location of all ports must be included in the new service;
(8) Billed recurring revenue for each month of the new term of the new service is equal to or greater than the billed recurring revenue for the disconnected service(s) being converted; and
(9) Existing service must have been in place for a minimum of 12 months.

(G) Expiration of CSME TPP Option

If the customer elects not to renew the TPP or does not notify the Telephone Company of its intent to renew the TPP, the service will automatically be billed under the Monthly Extension rates in effect at the time the TPP expires until the customer cancels or renews the service with a new TPP term. Customers under the Monthly Extension rates may convert their existing service to either a three or five year TPP. The customer will not be assessed any associated Non-recurring Charges as long as the physical serving arrangement does not change. (Nx)

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(Nx)

43. Optical Ethernet Metropolitan Area Network (OPT-E-MAN®)(Cont'd)

43.3 Customized Switched Metro Ethernet (CSME)(Cont'd)

(H) Termination Liability

Termination Liability will not apply for a new customer's first two CSME Ports if the customer cancels service prior to the 61st calendar day of service.

(I) Termination Liability Charges

Termination Liability Charges will apply to service terminated prior to the contracted period. In addition to any unpaid Special Construction or Non-recurring Charges (excluding any waived charges), Termination Charges will be equal to:

(a) 50% of all Recurring Charges for the remaining months of the customer's term.

(J) Moves

Moves involve a change in the physical location of one of the following:

(i) Service rearrangement;
(ii) Point of Termination at the customer's premises; or
(iii) Customer's premises.

Move charges are dependent upon the type of move requested by the customer.

(1) Service Rearrangement

Service rearrangements are changes to existing (installed) services, which do not result in a change in the minimum period requirements, as set forth in Section 5.2.8.

(2) Moves Within the Same Building

When a customer moves to a new location within the same building, the Administration charge, all associated Non-recurring Charges, and the Customer Connection charge for the service termination affected will apply. There will be no change in the minimum period requirements, as described in Section 5.2.9.

(3) Moves to a Different Building

Moves to a different building will be treated as a discontinuance; therefore, start of service, all associated Non-recurring Charges, and new minimum period requirements, as described in Section 5.2.9, will apply. (Nx)

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