

**DIGITAL TRUNKING SERVICE****A. Description**

Digital Trunking Service provides for Digital Trunk access from a central office via AT&T DS1 Service. This arrangement furnishes the equivalent of 24 Network Access Lines for use as Wide Area Telecommunications Service (WATS), or as P.B.X. trunks, which may or may not include Direct Inward Dialing (DID) Service. In addition, Digital Trunking Service as described below is also available via a cross-connection point within the Company's central office. This arrangement furnishes the equivalent of 24 ports for use as P.B.X. Ground Start ports as described in Part 19, Section 1, which may or may not include DID Service.

Digital Trunking Service is classified as a local exchange, competitive telecommunications service for Business customers with twelve (12) or more lines in Access Area A, Access Area B, and the following districts: Arlington Heights, Bensenville, Champaign Main, Champaign University, Decatur Main, Decatur North, Deerfield, Downers Grove, Elk Grove, Elmhurst, Geneva, Glenview, Hinsdale, Lombard, Naperville, Northbrook, Springfield Lake, Springfield Main, Springfield West, Wheaton, Wheeling.

In addition to the rates and charges following, the rates and charges for DID Service, as specified in Part 6 Section 1, and intrastate WATS access lines as specified in Part 10 are also applicable, as appropriate. For service provided via a cross-connection point within the Company's central office, in addition to the rates and charges following, the rates and charges for DID Service, as specified in Part 6, Section 1 are applicable as appropriate. Line Connection Charges for P.B.X. trunks are not applicable.

The terms, conditions and rates specified herein are in addition to the applicable terms, conditions and rates specified in this and other Parts of this guidebook.

**B. Terms and conditions****1. Availability of Service**

Digital Trunking Service is provided subject to the availability of facilities. A service inquiry must, therefore, be made to determine availability of service.

**2. Provision of Service**

- a. Digital Trunking Service provided to the customer's premises is only provided in base capacities of 24 channels. These channels are available for access to any mix of P.B.X. trunks or WATS. Access to channel services is not available.
- b. Where Digital Trunking Service is provided via a cross-connection point within the Company's central office, the group of 24 ports are available with any mix of P.B.X. ports, which may or may not include Direct Inward Dialing (DID) Service.
- c. Service is furnished on a full-time basis (24 hours a day, seven days a week).

**DIGITAL TRUNKING SERVICE (cont'd)****C. Prices**

	<b><u>Nonrecurring Charge</u></b>	<b><u>Month Rate</u></b>
1. Digital Trunking, per 24 Network Access Line increments, from		
a. Digital Central Offices where no Line Side Capabilities or Services are required /D7W/ <sup>/1/</sup>	\$315.00	\$3,500.00(I)
b. All Analog Central Offices and those Digital Central Offices where Line Side Capabilities such as Dial Tone, Ground Start and Multi-Line Hunt Group and/or Services such as Custom Calling are required /D8W/	575.00	4,220.00(I)
2. When Digital Trunking Service is provided to a customer premises:		
a. Rates and charges for Ameritech DS1 Service as specified in Part 15, Section 3 are applicable in addition to the rates in paragraphs 1 and 2.		
b. Service Charges as specified for 1.544 Mbps Digital Service Un-channelized Customer Premises to Central Office Lines are applicable for the establishment of the DS1 channels as specified in Part 15.		
c. In addition to the above rates, End User Common Line (EUCL) Charges as filed for the State of Illinois with the F.C.C. in Ameritech Operating Companies Tariff F.C.C. No. 2 are applicable.		
3. When Digital Trunking Service is provided via a cross-connection point within the Company's central office:		
a. Service Charges are applicable to the establishment of service.		
b. Channel charges apply per PBX Port as specified in Part 7, Section 5, whether Cross Connection takes place at the same time as the Digital Trunking Service is ordered or at a later point in time.		

/1/ Digital Trunking does not include line side capabilities as described above. Therefore, only wink start, immediate start or delay start are available for these trunk side connections.

**DIRECT INWARD DIALING (DID) TO PBX SYSTEMS****A. Reserved for Future Use****B. Terms and Conditions**

Additional DID numbers can be reserved for future use by ordering numbers at rates specified in paragraph B. The Company does not guarantee to provide reserved numbers in a consecutive order. The Company will be responsible for interception and administration of these numbers.

1. Reserved for future use
2. Two-Way Direct Inward Dialing (DID) With Call Transfer
  - a. Reserved for future use
  - b. Additional numbers may be reserved for future use, in groups of 10, at the Rates and Charges specified herein. The assignment of numbers and the sequence of numbers assigned to a customer are made at the discretion of the Company. The Company will be responsible for providing intercept and for administration of reserved numbers. The customer is responsible for providing intercept on assigned but unused numbers associated with 2-Way DID With Call Transfer service.

**C. Prices**

<u>Description /Billing Code/</u>	<u>Nonrecurring Charge</u>	<u>Monthly Price</u>
DID Number Charges Each group of 10 Reserved DID station numbers or fraction thereof, each group /NDV/	-	\$122.00 (I)

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**INTERCOM CALLING SERVICE<sup>/1/</sup>**

Intercom Calling Service will not be provided to new customers on and after June 19, 1990. Customers having this service or who have placed orders which were accepted by the Company prior to June 19, 1990, may continue such service from their present location. In the event the service at any location is terminated for the customer, such service will not be reestablished.

**A. General**

1. Intercom Calling Service is a local exchange telecommunications intercommunication service that allows an exchange access line, with multiple station sets associated with the same directory number, to function as an intercommunication system and includes Three-way Calling as described in Part 7, Section 1, paragraph 1.
2. Intercom Calling Service will be provided subject to the availability of appropriate central office facilities as determined by the Company.

**B. Regulations**

1. Intercom Calling Service is available only with single line Residence service.
2. The Threeway Calling feature is included as part of Intercom Calling Service and is not separately billable as a feature of Custom Calling Service.
3. In addition to the monthly charges in paragraph D, one I.N.C. of \$2.50 is applicable per line for all features added or changed at the same time, except when a Line Connection Charge is otherwise applicable.
4. Service Charges are not applicable to this service when installed within 30 days of the date the service is initially available from a central office.

**C. Feature Capabilities**

1. Selective Intercom Dialing  
Permits the customer to dial one of three access codes, each with a distinctive ring; hang up; and then be answered at any telephone on the line.
2. Selective Call Transfer  
Permits the transfer of calls between extensions utilizing Selective Intercom Dialing and Threeway Calling.
3. Dialable Call Hold  
Permits the customer to place a non-intercom call on hold, activate Selective Call Transfer, and hang up. During this hold, any telephone with access to the line may pick up the call.

**D. Rates and Charges**

The following rates for Intercom Calling Service are in addition to applicable rates and charges for associated service and equipment.

	<b><u>Per Mo.</u></b>
Intercom Calling Service, per line /E125B/	\$6.50



**DIGITAL TRANSPORT SERVICE - ENHANCED (DTS-E)**

Digital Transport Service-Enhanced (DTS-E) will no longer be available to new customers (no current contract or service) on or after June 30, 2016. However, the Service will remain available for 9-1-1 Public Safety Answering Point (PSAP) customers that require channelization of their 9-1-1 trunking. It will be available to existing 9-1-1 PSAP users of the Service as well as new 9-1-1 PSAP customers needing the Service. With the noted 9-1-1- PSAP exception, customers having this service or who have placed orders which were accepted by the Company prior to this date, may continue such service from their present location, subject to the following conditions: new requests for physical changes to DTS-E, including the upgrade or downgrade of access/port speed, installation of new service, or moves to different service addresses will not be provisioned.

**A. Description**

Digital Transport Service - Enhanced (DTS-E) delivers voice grade service from a Company serving central office to a customer's premises. DTS-E is available in three serving arrangements, also (C)  
known as Modules (see Paragraph D). DTS-E Modules 1, 2, and 3 are provided in conjunction with  
DS1 Service (1.544 Mbps). The 24 channels may be used for the transport of services for (D)  
termination on customer provided equipment.

**B. Definitions****DS1 Service**

DS1 Service denotes the channelized 1.544 Mbps DS1 facility between a customer premises and the serving central office for that location. This element is used in conjunction with Modules 1, 2, and 3 and is purchased from Part 15, Section 3 of this Guidebook.

**DIGITAL TRANSPORT SERVICE - ENHANCED (DTS-E) (cont'd)**

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**B. Definitions (cont'd)****Term Payment Plan**<sup>/2/ /3/</sup>

A period of time selected by the customer from among those currently offered by the Company, over which the customer agrees to pay a specified price for a product/service

**C. Terms and Conditions**

1. Digital Transport Service - Enhanced is offered from central offices where the Company has arranged for facilities for such service. At the request of the customer and at the discretion of the company, DTS-E may be extended to central offices within the same Local Access Transport Area (LATA) through the application of DS1, DS3 Service, OC-n Point-to-Point Service, OC-n Dedicated Ring Service or other suitable Company provided services. This arrangement is not available in independent telephone company serving areas.
2. The availability, functionality and capabilities of DTS-E features may vary based on the serving central office.
3. The Company reserves the right to determine when trunk-side or line-side terminations are required and whether or not DTS-E may be provisioned with the customer's service and equipment. Serving central office limitations may require restricting certain customer applications to only trunk-side terminations.
4. Clear Channel capability is an optional DS1 feature that may be used in conjunction with DTS-E. Clear Channel allows the customer to transport 1.536 Mbps on a 1.544 Mbps line with no constraint on the quantity or bit sequence. Clear Channel nonrecurring charges, as noted elsewhere in this Guidebook, are applicable only when Clear Channel is ordered subsequent to initial installation of this service.
5. When a DTS-E subscriber is also the customer of record for the Company's high speed transport services, the DTS-E customer may request provisioning of DTS-E over their high speed transport service's vacant bandwidth.
6. The same customer of record is required for both DTS-E and the associated Company facility. Sharing of common transport or DTS-E arrangements between multiple customers is not permitted.
7. Base Rate non-switched 56 Kbps service may be limited by certain combinations of switch type, signaling and frame format, to a maximum of twelve channels per DTS-E DS-1 facility.

/1/ Material formerly appeared in Part 6 Section 7.

/2/ Effective August 31, 2011, 3 Year and 5 Year Term Payment Plans are no longer available for new installations or renewals of DTS-E Modules 1, 2 and 3. DTS-E Module 1, 2 or 3 customers currently on a Term Payment Plan may continue service at their existing TPP rate until the contract term expires. Upon completion of the current contract term, customers may continue receiving the service by entering into a new 1 Year TPP agreement at the then current applicable 1 Year TPP rates. If the customer does not enter into a new 1 Year TPP agreement, or request discontinuance of the service, the month-to-month tariff rates in effect at such time will automatically apply.

/3/ Effective December 1, 2015, customers may not establish new Term Payment Plans (TPP) of any length for DTS-E Modules 1, 2 or 3, and existing TPPs may not be renewed. For new service, or for existing service after any TPP expires, service will be provided only on a month-to-month basis.

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**DIGITAL TRANSPORT SERVICE - ENHANCED (DTS-E) (cont'd)****D. Features**

DTS-E is available in three serving arrangements and is furnished where facilities permit. Availability and functionality of DTS-E and its features may vary by serving central office and switch type. (C)

**Module 1**

Module 1 is an arrangement that supports Business Trunk Services (e.g., 1-Way In non-DID, 2-Way Combination); toll terminals; IntraMSA Dedicated 800 Service; and Foreign District Service. Toll restriction service and 900-976 Call Blocking are also available with Module 1.

**Module 2**

Module 2 supports all services provided in Module 1 plus Direct Inward Dialing (DID) Service.

**Module 3**

In addition to services supported in Module 1 and Module 2, Module 3 supports the following: Business Direct Network Access Service; Base Rate non-switched 56 Kbps Service; Direct Inward Dialing with Call Transfer Service; and Off Premise Extension Service. Call Waiting, Call Forwarding Variable, and Three-Way Calling are available with Business Direct Network Access Service.

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**E. Technical References**

Customer Provided Equipment (CPE) compatibility requirements are listed in Company Technical References. All Customer-Provided Equipment used to interface with Digital Transport Service - Enhanced is required to conform with the Technical Reference specifications as used by the Company.

**Subject****Technical Reference**

Network Channel Terminating Equipment  
Digital Transport Service

TR-NPL-000054  
AM-TR-TMO-000101

The Technical Reference can be obtained from:

APEx Support Team  
(734) 523-7348

**DIGITAL TRANSPORT SERVICE - ENHANCED (DTS-E) (cont'd)****F. Prices**

The following prices are applicable to standard installations of Digital Transport Service - Enhanced and are in addition to all other charges for associated services and equipment necessary to provide telecommunications service.

Refer to paragraph F.2, Other Applicable Charges and Payments, for additional charges associated with the provision of Digital Transport Service - Enhanced.

**1. Service Elements**

<u>Description /Billing Code/</u>	<u>Install Charge</u>	<u>Month-to-Month</u>	<b>Monthly Payment Term Payment Plans</b>		
			<u>1 Year<sup>/3/</sup></u>	<u>3 Year<sup>/2/</sup></u>	<u>5 Year<sup>/2/</sup></u>
DS1 Facility, per module (see paragraph F.2)					
Module 1 <sup>/1/</sup> per DS1 equipped /EMZ1X/	\$240.00	\$72,090.00(l)	\$565.00	\$530.00	\$470.00
Module 2 <sup>/1/</sup> per DS1 equipped /EMZ2X/	280.00	89,930.00(l)	720.00	655.00	595.00
Module 3 <sup>/1/</sup> per DS1 equipped /EMZ3X/	300.00	94,405.00(l)	780.00	720.00	655.00
Additional Equipment Charge Modules 1, 2, 3 /FD5EX/	240.00	16,320.00(l)	110.00	110.00	110.00
Subsequent Addition/ Rearrangement Charge: Modules 1, 2, 3, per Channel /NR9DT/	10.00	-	-	-	-

/1/ Rates for Modules 1, 2 and 3 include services and features supported by Modules 1, 2 and 3 as described in paragraph D. However, other charges may be applicable as noted in paragraph F.

/2/ Effective August 31, 2011, 3 Year and 5 Year Term Payment Plans are no longer available for new installations or renewals of DTS-E Modules 1, 2 and 3. DTS-E Module 1, 2 or 3 customers currently on a Term Payment Plan may continue service at their existing TPP rate until the contract term expires. Upon completion of the current contract term, customers may continue receiving the service by entering into a new 1 Year TPP agreement at the then current applicable 1 Year TPP rates. If the customer does not enter into a new 1 Year TPP agreement, or request discontinuance of the service, the month-to-month tariff rates in effect at such time will automatically apply.

/3/ Effective December 1, 2015, customers may not establish new Term Payment Plans (TPP) of any length for DTS-E Modules 1, 2 or 3, and existing TPPs may not be renewed. For new service, or for existing service after any TPP expires, service will be provided only on a month-to-month basis.

**DIGITAL TRANSPORT SERVICE - ENHANCED (DTS-E) (cont'd)**

**F. Prices (cont'd)**

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**DIGITAL TRANSPORT SERVICE - ENHANCED (DTS-E) (cont'd)**

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**F. Prices (cont'd)****2. Other Applicable Charges and Payments**

In addition to the DTS-E rates and charges noted in paragraph F.1, the following rates and charges as specified elsewhere in this Guidebook may also apply:

- Base Rate channel mileage, channel mileage termination charges, and local distribution channel charges for the terminating arrangement
- IntraMSA Dedicated 800 Service usage charges
- DS1 recurring and nonrecurring charges, per DS1 ordered
- DS1 Clear Channel nonrecurring charge
- Caller ID recurring charges
- DID Station Number recurring and nonrecurring charges
- Foreign District Service channel mileage charges
- Off Premise Extension channel mileage charges
- Centrex Service recurring and nonrecurring charges
- Primary Interexchange Carrier Charge (PICC)<sup>/1/</sup>
- End-User Common Line Charges<sup>/2/</sup>
- ITAC Supplemental Charge<sup>/3/</sup>

Where both trunk-side and line-side connections are requested, an Additional Equipment Charge as noted in paragraph F.1 is applicable.

The Per Channel Subsequent Addition/Rearrangement Charge as noted in paragraph F.1, in addition to any applicable service connection charges normally associated with the installation or rearrangement of module services or features.

Local or Message Toll Service calls established through the use of DTS-E Service will be charged for at the rates specified elsewhere in this Guidebook.

A Business Service Ordering Charge as specified in part 3, section 1 is applicable in addition to the Module Installation Charge.

/1/ See Ameritech Operating Companies Tariff F.C.C. No. 2, Section 3.

/2/ See Ameritech Operating Companies Tariff F.C.C. No. 2, Section 4.

/3/ See part 8, section 9.

/4/ Material formerly appeared in Part 6, Section 7.

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**DIGITAL TRANSPORT SERVICE - ENHANCED (DTS-E) (cont'd)****F. Prices (cont'd)**

## 2. Other Applicable Charges and Payments (cont'd)

**References:**

The rates and charges in paragraph F.1 are for Digital Transport Service - Enhanced. Additional applicable rates and charges for services specified in paragraph F.2 can be found in the Guidebook references listed below.

<b><u>Service</u></b>	<b><u>Reference</u></b>
Base Rate Service	Part 15, Section 3
IntraMSA Dedicated 800 Service	Part 10, Section 1
DS1 Service	Part 15, Section 3
Business Basic Exchange Service and Usage	Part 4, Section 2
Caller ID	Part 7, Section 2
Direct Inward Dialing (DID) Service	Part 6, Section 1
End-User Common Line Charges	Ameritech Operating Companies Tariff, F.C.C. No. 2, Section 4.1.7(c)
ITAC Supplemental Charge	Part 8, Section 9
Foreign District Service	Part 4, Section 3
Message Telecommunications Service	Part 9, Section 1
Off Premise Extension Service	Part 15, Section 2
Service Charges	Part 3, Section 1

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**DIGITAL TRANSPORT SERVICE - ENHANCED (DTS-E) (cont'd)****F. Prices (cont'd)****3. Payment Plans**Month to Month

The minimum period is one month, unless specified otherwise.

Term Payment Plans<sup>/1/ /2/</sup>

The Term Payment Plan (TPP) is a plan which allows customers to pay a fixed price for equipment and service over optional periods. A different monthly price applies for the duration of each payment period. The monthly price varies inversely with the length of the payment period. The same payment plan must apply to all services and features.

DTS-E Module 1, 2, and 3 Term Payment Plans are available for 1, 3 or 5 years.

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During the effective term period, the monthly price is not subject to Company-initiated changes for payment periods longer than one month.

**4. Termination Charges**

Customers subscribing to DTS-E under the Term Payment Plan (TPP) will remain liable for payment of a percentage of the monthly TPP charges for the remainder of the term as indicated below, which shall, upon any such termination, immediately become due and payable in its entirety. Customers requesting termination of service prior to the expiration date of the TPP<sup>/1/</sup> term will be liable for a termination charge. The termination charge for all TPP terms will be, in addition to any unpaid Special Construction or Nonrecurring Charges (excluding waived charges), equal to fifty percent (50%) of all recurring charges for the remaining months of the customer's TPP term. Termination charges are not applicable to changes in the physical location of the customer's DTS-E services as long as the service originates in the same serving central office.

/1/ Effective August 31, 2011, 3 Year and 5 Year Term Payment Plans are no longer available for new installations or renewals of DTS-E Modules 1, 2 and 3. DTS-E Module 1, 2 or 3 customers currently on a Term Payment Plan may continue service at their existing TPP rate until the contract term expires. Upon completion of the current contract term, customers may continue receiving the service by entering into a new 1 Year TPP agreement at the then current applicable 1 Year TPP rates. If the customer does not enter into a new 1 Year TPP agreement, or request discontinuance of the service, the month-to-month rates in effect at such time will automatically apply.

/2/ Effective December 1, 2015, customers may not establish new Term Payment Plans (TPP) of any length for DTS-E Modules 1, 2 or 3, and existing TPPs may not be renewed. For new service, or for existing service after any TPP expires, service will be provided only on a month-to-month basis.



**DIGITAL TRANSPORT SERVICE - ENHANCED (DTS-E) (cont'd)****F. Prices (cont'd)****4. Termination Charges (cont'd)**

Termination charges are not applicable if the customer converts their DTS-E Module 1, 2, or 3 service to another Company provided Business exchange voice service that utilizes a Company provided DS1 or DS1 equivalent transport service as part of the service offering. The following terms and conditions apply to this termination charge waiver.

- a. The customer must agree to a TPP<sup>/1/ /2/</sup> that equals or exceeds the number of months remaining on the existing DTS-E Module 1, 2, or 3 TPP.
- b. The number of circuits on the new TPP must be equivalent to or exceed the number of circuits under the existing TPP.
- c. The new TPP shall begin immediately upon conversion from the existing TPP.
- d. The new service must be provided between the same customer locations and with the same customer of record as the disconnected service.
- e. Nonrecurring charges for the new service will apply.

All termination charges will be based on the TPP prices in effect at the time of termination. Termination charges are applicable for DS1 Service used in conjunction with DTS-E Service Modules 1, 2, and 3 as specified in Part 15, Section 3.

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/1/ Effective August 31, 2011, 3 Year and 5 Year Term Payment Plans are no longer available for new installations or renewals of DTS-E Modules 1, 2 and 3. DTS-E Module 1, 2 or 3 customers currently on a Term Payment Plan may continue service at their existing TPP rate until the contract term expires. Upon completion of the current contract term, customers may continue receiving the service by entering into a new 1 Year TPP agreement at the then current applicable 1 Year TPP rates. If the customer does not enter into a new 1 Year TPP agreement, or request discontinuance of the service, the month-to-month rates in effect at such time will automatically apply.

/2/ Effective December 1, 2015, customers may not establish new Term Payment Plans (TPP) of any length for DTS-E Modules 1, 2 or 3, and existing TPPs may not be renewed. For new service, or for existing service after any TPP expires, service will be provided only on a month-to-month basis.

**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE**

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Effective November 30, 2018, Customized Switched Metro Ethernet (CSME) Service will no longer be available for purchase by new or existing customers. The Company will no longer accept orders for adds, moves, changes or new term plans for CSME Service, and existing term plans may not be renewed, converted or extended. Following the expiration of a customer's existing CSME term agreement, service will be provided on a month-to-month basis at the applicable monthly extension rates until the service is discontinued.

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**A. Description**

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Customized Switched Metro Ethernet (CSME) Service is a switched Layer 2 Ethernet network allowing for basic metropolitan Ethernet connectivity. CSME Service allows businesses to interconnect multiple customer locations within a LATA as if they were segments on the same LAN using packet-based switching technologies. Connections at the customer premises are made using Native Ethernet interfaces and traverse the MAN over fiber facilities. CSME Service provides bandwidth of either 10 Mbps, 100 Mbps or 1 Gbps<sup>/1/</sup>.

Customers connect to CSME Service via one of the following standard connections, as requested by the customer:

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

Customers may connect multiple locations together, as long as they are in the same LATA or MAN and the service is available. This service acts as an Ethernet bridge supporting LAN-to-LAN connections.

CSME Service includes the connection from the customer's premise to the Ethernet network, a port on the Ethernet network and the bandwidth that will be used across the network. An optional feature is the ability to segregate customer traffic, as deemed necessary by the customer. This traffic segregation is accomplished using Ethernet Virtual Connections (EVCs), at an additional charge.

**B. Terms and Conditions**

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

1. CSME Service is provided at the option of the Company where equipment and facilities permit. If appropriate facilities are not available, Special Construction charges may apply.
2. The customer provided equipment (CPE) must deliver the data signal for the CSME transport within the industry specification for the subscribed data service. See *Technical References* following.
3. CSME Service supports full duplex communication.
4. 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. See *Prices* following.

/1/ Bandwidth is inclusive of allowances for overhead within the Ethernet network. If a customer orders 1 Gbps of bandwidth on a single port, the Company reserves the right to use up to 10% of the bandwidth for traffic management.

/2/ Material formerly appeared on Part 6, Section 9, Sheet 26.

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**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

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**B. Terms and Conditions (cont'd)**

5. CSME Service is distance limited, based on circuit configuration as determined by the Company. A repeater may be used to extend the transmission of CSME Service. See Repeater under *Features (Optional)* following for further definition. See *Prices* following.
6. Should the customer wish to segregate traffic, 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. Should the customer request more than 64 EVCs on a 1 Gbps connection, a technical review will need to be conducted to determine whether the network will support more than 64 EVCs.
7. If a customer desires that service be provided on a due date less than the standard interval, the customer may request that service be provided on an expedited basis. If the Company determines that service can be provided on the requested expedited date and spare facilities are available, the Expedite Order Charge (per port, per location) will apply. See *Prices* following.
8. If the customer cancels service prior to installation being completed, a Service Order Cancellation charge (per port, per location) will apply. See *Prices* following. The customer's intent to cancel service must be made in writing.
9. CSME Service may be available in a meet-point billing arrangement involving another Incumbent Local Exchange Carrier (ILEC) (sometimes also referred to as an Independent Company or ICO), where suitable facilities exist and where appropriate procedures for such arrangements have been put in place between the Company and the other ILEC. When the Company and another ILEC jointly provision CSME Service with the other ILEC's service, the ILEC involved shall bill the customer at that ILEC's applicable rates for their portion of the service located in their operating territory. Ordering and provisioning procedures may vary, and therefore Meet-Point rate elements and charges may not be applicable, when the other ILEC involved in the Meet-Point arrangement is an AT&T ILEC.
10. Service Level Agreements are not offered with this service. However, Credit Allowances are applicable. See *Prices* following.
11. Reserved for future use.
12. If the 10 Mbps or 100 Mbps connection is ordered, it will only be provisioned using the 10/100 Base T connection.

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**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

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**B. Terms and Conditions (cont'd)**

13. The responsibility of the Company shall be limited to furnishing the CSME network. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission or the rejection of signal by CPE. The Company shall not be responsible for installation, operation, maintenance or adapting CSME to the technological requirements of specific CPE. In addition, the Company shall not be responsible to the customer if changes in any of the equipment, operations or procedures of the Company used in the provisioning of CSME render any facilities provided by the customer obsolete; or require modification or alteration of such equipment or system; or otherwise affect its use or performance, provided the Company has met all applicable information disclosure requirements otherwise required by law.
14. Customers will be permitted to move from a 10 Mbps or 100 Mbps Connection to a 1 Gbps Connection, however, the Nonrecurring Charge associated with the new 1 Gbps Connection will apply. See *Prices* following.
15. The Company will use controls to limit the amount of multicast and broadcast traffic to protect the CSME network against traffic storms. The maximum throughput of multicast traffic will be set at 1 Mbps per customer port, while the maximum throughput of broadcast traffic will be set at 200 packets per second per port. The Company recommends that customers enable controls for multicast, broadcast and unknown unicast traffic within the customer network(s).

**C. Features****1. Standard Features**Usage, Port, Transport and Interface

Provides for the physical connection between the customer's premise and the serving wire center, as well as the bandwidth that will be used by the customer at each location. Several interface protocols are available: 10/100 Base T and Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX).

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**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

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**C. Features (cont'd)****2. Optional Features**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.

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. Customers use EVCs if they desire traffic segregation, but EVCs will 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.

Repeater

For those customers who are located outside normal transmission parameters, service can be provided using a repeater to be placed in Company wire centers. An engineering study will be completed to ensure transmission parameters can be met using a repeater, and the Company will determine when Repeaters are necessary. Additional charges will apply. Provisioning of CSME Service is subject to the availability and operational limitations of the equipment and associated facilities.

Meet-Point Billing Options

Meet-Point is available in two configurations:

*Direct LEC Connection* is provisioned using a standard CSME Connection, plus Mileage. The mileage is measured in airline miles from the CSME switch location to the ILEC (ICO) meet-point location.

*GigE ICO Trunking Arrangement* applies an ICO Trunk Connection Charge between the CSME switch location and the ICO meet-point location that is shared with the ILEC (ICO) Ethernet switch. The ICO Trunk Connection Charge is applied to each customer Ethernet Virtual Connection (EVC) that is transported on the GigE trunk backbone to the ICO meet-point. The ICO Trunk Mileage charge is applicable to each customer Ethernet Virtual Connection (EVC) transported across the GigE trunk when mileage exceeds 10 miles. Mileage is calculated from the CSME switch location to the ICO meet-point location.

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**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

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**D. Technical References**

The customer interface to CSME Service is as specified in:

<u>Subject</u>	<u>Technical Reference</u>
Ethernet Standards	SBC TP-76412
Network Equipment Design Requirements	SBC TP-76200MP

These publications may be obtained from:

APEX Support Team  
(734) 523-7348

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/1/ Material formerly appeared on Part 6, Section 9, Sheet 30.

**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/3/

**E. Prices**

## 1. Service Elements

<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Monthly Payment Term Payment Plans</u>		<u>Monthly Extension</u>
		<u>36 Months</u>	<u>60<sup>/2/</sup> Months</u>	
Usage, Port, Transport, Interface, each customer location				
10 Mbps Connection /P9FYX/	\$1,600.00	\$1,170.00	\$1,100.00	\$1,550.00
- Subsequent 10 Mbps Connection <sup>/1/</sup> /P9FZX/	1,150.00	950.00	800.00	1,200.00
100 Mbps Connection /P9FKX/	1,925.00	1,665.00	1,600.00	2,500.00
- Subsequent 100 Mbps Connection <sup>/1/</sup> /P9FPX/	1,200.00	1,200.00	1,025.00	1,560.00
1 Gbps /P9FLX/	2,500.00	3,220.00	3,080.00	3,900.00

/1/ Any Subsequent 10 Mbps or 100 Mbps Connections must terminate at the same locations as the original 10 Mbps or 100 Mbps Connections.

/2/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for CSME Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/3/ Material formerly appeared on Part 6, Section 9, Sheet 31.

/3/

**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/2/

**E. Prices (cont'd)**

## 1. Service Elements (cont'd)

<u>Description</u>	<u>Nonrecurring Charge</u>	Monthly Payment Term Payment Plans		<u>Monthly Extension</u>
		<u>36 Months</u>	<u>60<sup>/1/</sup> Months</u>	
<i>Optional Charges</i>				
Repeater				
- each /VU4/	\$250.00	\$400.00	\$375.00	\$475.00
<u>Description</u>		<u>Nonrecurring Charge</u>		<u>Monthly Price</u>
Ethernet Virtual Connection (EVC)				
- per connection /EVNDE/		\$70.00		\$25.00
Additional MAC Addresses				
- 151 - 200 MAC addresses /M2CAX/		70.00		5.00

/1/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for CSME Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/2/ Material formerly appeared on Part 6, Section 9, Sheet 32.

/2/



**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/3/

**E. Prices (cont'd)**

## 1. Service Elements (cont'd)

<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Monthly Price</u>
<i>Optional Charges (cont'd)</i>		
Meet-Point Billing Options		
- Direct LEC Connection, Mileage		
Above 0 and inclusive of 10 miles	\$1,200.00	\$500.00
Above 10 and inclusive of 25 miles	1,200.00	1,000.00
Above 25 and inclusive of 35 miles	1,200.00	1,500.00
Above 35 and inclusive of 50 miles	1,200.00	2,500.00
<div> <div>Monthly Payment</div> <div>Term Payment Plans</div> <div>36</div> <div>60<sup>/2/</sup></div> <div>Months</div> <div>Months</div> </div>		
<u>Description</u>	<u>Nonrecurring Charge<sup>/1/</sup></u>	<u>Monthly Extension</u>
- GigE ICO Trunking Arrangement		
ICO Trunk Connection Charge, per EVC		
10 Mbps	\$525.00	\$420.00    \$360.00    \$660.00
100 Mbps	800.00	840.00    720.00    1,290.00
1 Gbps	1,100.00	4,830.00    4,100.00    7,360.00

/1/ Nonrecurring charges will be waived for those customers selecting the 36 or 60<sup>/2/</sup> month Term Payment Plan (TPP) period for new service.

/2/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for CSME Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/3/ Material formerly appeared on Part 6, Section 9, Sheet 33.

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**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

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**E. Prices (cont'd)**

## 1. Service Elements (cont'd)

<u>Description</u>	<u>Monthly Price</u>
<i>Optional Charges (cont'd)</i>	
Meet-Point Billing Options (cont'd)	
- GigE ICO Trunking Arrangement (cont'd)	
ICO Trunk Mileage, per EVC	
Above 0 and inclusive of 10 miles	N/A
Above 10 and inclusive of 25 miles	
10 Mbps	\$170.00
100 Mbps	375.00
1 Gbps	1,500.00
Above 25 and inclusive of 35 miles	
10 Mbps	270.00
100 Mbps	675.00
1 Gbps	1,750.00
Above 35 and inclusive of 50 miles	
10 Mbps	410.00
100 Mbps	1,100.00
1 Gbps	2,000.00

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/1/ Material formerly appeared on Part 6, Section 9, Sheet 34.

**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/

**E. Prices (cont'd)**

## 1. Service Elements (cont'd)

<u>Description</u>	<u>Nonrecurring Charge</u>
<i>Optional Charges (cont'd)</i>	
Service Order Cancellation - per location /OCGEO/	\$200.00
Expedite Order Charge - per location /EODEO/	300.00
Service Order Change Charge - applies to Bandwidth Usage Changes, EVC Changes and Configuration Changes for pending, initial service orders, per location /NHCEO/	75.00
Miscellaneous Change Charge - applies to Bandwidth Usage Changes, EVC Changes and Configuration Changes for subsequent changes to existing service, per location /NHCEN/	100.00

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/1/ Material formerly appeared on Part 6, Section 9, Sheet 35.

**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/2/

**E. Prices (cont'd)****2. Payment Plans****- Term Payment Plans**

CSME Service is only available under the Term Payment Plan (TPP) whereby customers must select either a 36- or 60<sup>/1/</sup>-month period. Decreases in CSME monthly recurring charges will be passed onto customers who participate in a TPP. After the selected Term Payment Plan period is satisfied, the Monthly Extension Price in effect at the time of contract expiration will apply unless a new TPP is selected. Refer to *Term Payment Plans* in Part 2, Section 3.

**- Single Payment Option (SPO)**

A single payment option is available for this service. Refer to *Term Payment Plans* in Part 2, Section 3 for calculating Single Payment Options.

**3. Termination Charges**

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

- 50 percent (50%) of all recurring charges for the remaining months of the customer's term

/1/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for CSME Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/2/ Material formerly appeared on Part 6, Section 9, Sheet 36.

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**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

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**E. Prices (cont'd)****3. Termination Charges (cont'd)**

Customers may move their existing service to a new location without incurring Termination Charges provided all of the following conditions are met:

- The customer maintains the existing TPP at the new location or establishes a new TPP equal to or greater than the old location;
- During the TPP, a customer may move a CSME Service location to another premises in the same LATA and keep the TPP in force without assessment of Termination Charges, provided no lapse in billing occurs;
- The customer's request for disconnect at the existing location and the request for service at the new location are received at the same time, and the customer's disconnect order for the existing service references the new connect order for the new service;
- Moves of one location to a premise in a different serving office may result in a change in the monthly charges. Nonrecurring charges as appropriate are applicable;
- If the customer moves more than one location of the service concurrently, the customer will be liable for Termination Charges, as this is considered a complete disconnect of the service.

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/1/ Material formerly appeared on Part 6, Section 9, Sheet 37.

**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

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**E. Prices (cont'd)****3. Termination Charges (cont'd)**

Customers will be permitted to upgrade from CSME Service to a higher-speed service provided by the Company, without incurring Termination Charges, given all of the following conditions are met:

- An upgrade is considered an increase in speed or capacity when comparing CSME Service to the new service.
- The customer must issue a disconnect order for the existing CSME locations and place a service order for the new higher-speed service at the same locations such that there is no more than 90 days overlap in service. Termination Charges for CSME Service at the current locations will be waived.
- The term of the new higher-speed service contract must be equal to or greater than the remaining time left on the existing CSME contract.
- The existing CSME Service must have been in service for a minimum period of 15 months for a 3-year contract or 18 months for a 5-year contract.
- For customers upgrading from CSME to OPT-E-MAN® Service, the customer's network configuration must remain the same (i.e. multipoint CSME to multipoint OPT-E-MAN). The number of OPT-E-MAN locations must be greater than or equal to the number of CSME locations.
- For customers upgrading from CSME to OPT-E-MAN Service, a minimum of 50% of the connection speed for each individual connection must be maintained:
  - If customer has a 1 Gbps CSME connection, then customer must purchase a minimum 500 Mbps OPT-E-MAN connection
  - If customer has a 100 Mbps CSME connection, then customer must purchase a minimum 50 Mbps OPT-E-MAN connection
  - If customer has a 10 Mbps CSME connection, then customer must purchase a minimum 5 Mbps OPT-E-MAN connection

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/1/ Material formerly appeared on Part 6, Section 9, Sheet 38.

**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

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**E. Prices (cont'd)**

## 3. Termination Charges (cont'd)

Migration to AT&T Switched Ethernet Service<sup>SM</sup>

Customers subscribing to CSME Service may migrate to AT&T Switched Ethernet Service provided by the Company without incurring termination liability, subject to the following conditions:

- The new AT&T Switched Ethernet Service and the existing CSME Service must be billed to the same customer of record at the same customer locations.
- The customer's existing service must have been in place for at least 12 months.
- The minimum term for the new service must be at least 12 months and must be equal to or greater than the number of months remaining in the customer's existing Term Payment Plan (TPP) term.
- The speed (capacity/bandwidth) of the new service must be equal to or greater than that of the existing service.
- The customer must issue a disconnect order for the replaced CSME Service to be effective within 90 days after the AT&T Switched Ethernet Service installation date. The disconnect and new orders must be coordinated through the Company.
- If overlapping service is required, the period will be limited to not more than 90 days and will apply to both services during the time both services are available.

<sup>SM</sup> AT&T Switched Ethernet Service is a service mark of AT&T Intellectual Property  
/1/ Material formerly appeared on Part 6, Section 9, Sheet 39.

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**CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

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**E. Prices (cont'd)****4. Credit Allowance**

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 10/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

The Company will be excluded from providing a Credit Allowance should any of the following conditions occur:

- Force majeure 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, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.
- The failures of any components beyond the local facility including the Network Interface (NI), the CSU/DSU/Channel band/Extended Demarcation are excluded from the service outage calculation.
- Data loss during the Company's scheduled maintenance window.
- Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.

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/1/ Material formerly appeared on Part 6, Section 9, Sheet 40.



**OPT-E-MAN® Service**

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**Service Availability**

Effective June 30, 2021, OPT-E-MAN Service will no longer be available for purchase by new or existing customers. In addition, requests to move, add, change, or renew existing service arrangements will not be accepted. The Company will continue to provide existing service to existing customers until the expiration of a customer's term agreement. 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. The Company currently plans to discontinue this service on or after June 30, 2023. The Company will make customer-specific accommodations to the extent required by 220 ILCS 5/13-406.1.

(N)

(N)

**A. Description**

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OPT-E-MAN Service is an optically switched data service which allows for versatile scalability and flexibility over an Ethernet network provided by the Company. OPT-E-MAN Service allows businesses to interconnect customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. Connections at the customer premises are made using Native Ethernet interfaces and traverse the MAN over fiber and/or copper facilities (at the Company's discretion). OPT-E-MAN Service provides dedicated bandwidth from 2 Mbps up to 1 Gbps.

Customers connect to OPT-E-MAN Service via one of the following standard connections, as requested by the customer:

- 10/100BaseT (100 Mbps)
- Gigabit Ethernet (1000BaseSX, 1000BaseLX/LH or 1000BaseZX)<sup>/1/</sup>

Customers may connect any two or more locations together when utilizing a point-to-point or point-to-multipoint configuration, and a minimum of three or more locations when utilizing a multipoint-to-multipoint configuration<sup>/2/</sup>, as long as they are in the same LATA or MAN and the service is available.

OPT-E-MAN Service includes the connection from the customer's premise to the Ethernet network, a port on the Ethernet network, a Committed Information Rate (CIR), and Ethernet Virtual Connections (EVCs). Ethernet Virtual Connections (EVCs) are logical connections that establish a logical path for customer traffic between two customer locations. A portion of the CIR is assigned to each EVC to establish how much bandwidth each path should have.

OPT-E-MAN is provided under several service configurations:

Basic	The OPT-E-MAN Basic service configuration provides the customer a switched, logical point-to-point or point-to-multipoint connection between customer locations, using a physical connection to the network, and virtual connections through the OPT-E-MAN network.
Basic Plus	The OPT-E-MAN Basic Plus service configuration provides the customer a switched, logical point-to-point, point-to-multipoint or multipoint-to-multipoint connection between customer locations, using a physical connection to the network, and virtual connections through the OPT-E-MAN network.

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<sup>/1/</sup> CIR is inclusive of allowances for overhead within the Ethernet network. If a customer orders 1 Gbps of CIR on a single port, the Company reserves the right to use up to 10% of the bandwidth for traffic management.

<sup>/2/</sup> This provisioning requirement will only apply to new service installed after November 29, 2006.

<sup>/3/</sup> Material formerly appeared in Part 6, Section 9.

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**OPT-E-MAN® Service (cont'd)**

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**A. Description (cont'd)**

Service configurations include a choice of one of three underlying Grades of Service: Best Effort, Bronze and Silver. Each Grade of Service offers a different level of service performance. The following describes the service parameters for each Grade of Service.

**Best Effort** This Grade of Service supports non-critical data applications with more tolerance for delay and/or those that are lower in priority (i.e. LAN traffic). There are no service performance parameters associated with this Grade of Service.

**Bronze** The applications best suited for this Grade of Service are general data applications with more tolerance for delay and/or those that are lower in priority. This Grade of Service is the appropriate selection for general data traffic since it tolerates bursty and time-varying traffic. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR) and Latency.

Packet Delivery Rate is at least 99.5% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Latency is limited to a delay across a connection of no more than 27 ms (54 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less.

**Silver** This Grade of Service supports applications that require minimal loss and low latency variation (jitter). Data in this Grade of Service will be provisioned in a priority queue indicating that it is delay sensitive. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR), Latency and Jitter.

Packet Delivery Rate is at least 99.9% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Latency is limited to a delay across a connection of no more than 18 ms (36 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less.

Jitter is limited to less than 12 ms one-way end-to-end within the Company's network.

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/1/ Material formerly appeared in Part 6, Section 9.

**OPT-E-MAN® Service (cont'd)**

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**B. Definitions**Jitter

Jitter is the delay that occurs between 2 packets or Ethernet frames that are traversing the network. Jitter is calculated as the delay variance of the packets transported across the network or the delta of delay between two consecutive packets. It is measured between two endpoints and will consist of measuring the time between a set of packets. Jitter is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the customer ports are attached when the OPT-E-MAN network is available.

Latency

Latency is the amount of time necessary for a typical frame to traverse the network. Latency is calculated as the measurement of time taken for a customer frame to go from one end of the network (origination point) to the other end (termination point). The measurement will consist of measuring the time it takes to "ping" or travel from the origination to termination ports for the connection in question. Latency is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the customer ports are attached when the OPT-E-MAN network is available.

Media Access Control (MAC) Addresses

Denotes a data link layer protocol used for Layer 2 connectivity.

Packet Delivery Rate (PDR)

Packet Delivery Rate (PDR) is a measurement of the actual amount of useful and non-redundant information that is transmitted or processed from end-to-end across the network. It is a function of bandwidth, error performance, congestion and other factors. PDR is expressed as a percentage of Ethernet frames offered to the network that successfully traverse the network, end-to-end, within the CIR, and within a 30 day period. PDR is calculated as the total number of effective Ethernet frames, per port, that successfully traverse the network divided by the total number of effective Ethernet frames, per port, offered to the network within a 30 day period. Those frames that violate the maximum range will be excluded from the calculation. PDR is measured by averaging sample measurements taken during a 30 day period from network terminating equipment to network terminating equipment to which the customer ports are attached when the OPT-E-MAN network is available.

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**OPT-E-MAN® Service (cont'd)**

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**C. Terms and Conditions**

In addition to regulations set forth elsewhere in this Guidebook, the following regulations apply to OPT-E-MAN Service:

1. OPT-E-MAN Service is provided at the option of the Company where equipment and facilities permit. If appropriate facilities are not available, Special Construction charges may apply.
2. The customer provided equipment (CPE) must deliver the data signal for the OPT-E-MAN transport within the industry specification for the subscribed data service. See Paragraph E. – *Technical References*.
3. OPT-E-MAN Service supports full duplex communication.
4. OPT-E-MAN Service does not allow for oversubscription. The sum total of the Usage assigned to EVCs are mapped to a single port, and cannot exceed the ordered CIR.
5. If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port. See *Prices* following.
6. If a customer desires service from a Serving Wire Center that is not equipped to provide OPT-E-MAN Service, additional charges may apply for use of a Repeater. A network engineering study will need to be completed to ensure adequate service provisioning is capable. See *Prices* following.
7. For Basic Service, a total of 8 Ethernet Virtual Connections (EVCs) may be configured per 10/100BaseT connection, and a total of 64 EVCs may be configured per 1 Gbps connection. For Basic Plus Service, a total of 7 EVCs may be configured per 10/100BaseT connection, and a total of 63 EVCs may be configured per 1 Gbps connection. Should the customer request more than 64 EVCs on a Basic Service 1 Gbps connection, or more than 63 EVCs on a Basic Plus Service 1 Gbps connection, a technical review will need to be conducted to determine whether the network will support more EVCs.
8. If a customer desires that service be provided on a due date less than the standard interval, the customer may request that service be provided on an expedited basis. If the Company determines that service can be provided on the requested expedited date and spare facilities are available, the Expedite Order Charge (per port, per location) will apply. See *Prices* below.
9. If the customer cancels service prior to installation being completed, a Service Order Cancellation Charge (per port, per location) will apply. See *Prices* below. The customer's intent to cancel service must be made in writing.

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/1/ Material formerly appeared in Part 6, Section 9.

**OPT-E-MAN® Service (cont'd)**

/1/

**C. Terms and Conditions (cont'd)**

10. The CIR selected by the customer must be committed to for a 30 day period before an increase in CIR can be requested.
11. OPT-E-MAN Service may be available in a meet-point billing arrangement involving another Incumbent Local Exchange Carrier (ILEC) (sometimes also referred to as an Independent Company or ICO), where suitable facilities exist and where appropriate procedures for such arrangements have been put in place between the Company and the other ILEC. When the Company and another ILEC jointly provision OPT-E-MAN Service with the other ILEC's service, the ILEC involved shall bill the customer at that ILEC's applicable rates for their portion of the service located in their operating territory. Ordering and provisioning procedures may vary, and therefore Meet-Point rate elements and charges may not be applicable, when the other ILEC involved in the Meet-Point arrangement is an AT&T ILEC.
12. A Letter of Authorization (LOA) will need to be established if customers want to purchase a logical connection via an Ethernet Virtual Connection (EVC) to another customer in order to ensure security and accuracy in the connection.
13. Service Level Agreements (SLAs) are offered with this service for the Bronze and Silver Grades of Service, and provide customers with end-to-end performance backed by service credits if minimum quality standards are not met by the Company.

**Network Availability**

- Network Availability of 99.95% per month, including the local loop, is provided by the Company. This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding maintenance windows and other appropriate exclusions (see *Exclusions* following). Network Availability is calculated as the percentage of time that the OPT-E-MAN network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:

Network Availability =

$$\frac{[24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}] - \text{network outage time (measured in minutes)}}{[24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}]}$$

- As noted in the above formula, all ports included in a customer's network are utilized in calculating *Network Availability*.
- The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter falls below the committed level, and (2) requesting a service credit.
- 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.

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**OPT-E-MAN® Service (cont'd)**

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**C. Terms and Conditions (cont'd)**

14. Grade of Service SLAs are provided for OPT-E-MAN Service for the Bronze and Silver Grades of Service. If the Company fails to meet service parameters defined for the Bronze or Silver Grade of Service, a service credit will be offered to the customer given certain conditions are met:

- The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter falls below (or above) the committed level, and (2) requesting a service credit.
- Upon notification by the customer that the actual service performance for that parameter was less than the committed level, the Company has 30 days to correct the problem.
- If after 30 days, 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 for the month in which the service parameters fall below (or above) the committed level.
- Packet Delivery Rate, Latency and Jitter calculations will be measured only when the OPT-E-MAN network is available.

15. Exclusions (Service Level Agreements and Grade of Service credits)

The Company will be excluded from providing Service Level Agreements credits and Grade of Service credits for the Bronze and Silver Grades of Service should any of the following conditions occur:

- 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 Company's reasonable control such as acts of war, civil disturbances, acts of civil or military authorities or public enemy.
- All SLAs are offered across the Company's network. The failure of any components beyond the local facility, including the Network Interface (NI), are excluded from the SLA calculation.
- Data loss during the Company's scheduled maintenance window.
- Data exceeding subscribed Usage.
- Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.
- Any type of Customer Network Management functionality is not included in SLAs.

16. For Basic Plus multipoint-to-multipoint service, the Company will use controls to limit the amount of multicast and broadcast traffic to protect the OPT-E-MAN network against traffic storms. The maximum throughput of multicast traffic will be set at 1 Mbps per customer port, while 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 Company recommends that customers enable controls for multicast, broadcast and unknown unicast traffic within the customer network(s).

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/1/ Material formerly appeared in Part 6, Section 9.

**OPT-E-MAN® Service (cont'd)**

/4/

**C. Terms and Conditions (cont'd)**

17. For Basic and Basic Plus point-to-point and point-to-multipoint service, the Company will use controls to limit the amount of broadcast traffic to protect the OPT-E-MAN network against broadcast storms. The maximum throughput of broadcast traffic will be set at 10 Mbps per customer port. Packets dropped by traffic controls will be excluded from SLA calculations. The Company recommends that customers enable controls for broadcast traffic within the customer network(s).<sup>/1/</sup>
18. Data exiting the network through the customer ports are excluded from SLA calculations to the extent that it exceeds the CIR for those ports.
19. The responsibility of the Company shall be limited to furnishing the OPT-E-MAN network. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission or the rejection of signal by CPE. The Company shall not be responsible for installation, operation, maintenance or adapting OPT-E-MAN to the technological requirements of specific CPE. In addition, the Company shall not be responsible to the customer if changes in any of the equipment, operations or procedures of the Company used in the provisioning of OPT-E-MAN render any facilities provided by the customer obsolete; or require modification or alteration of such equipment or system; or otherwise affect its use or performance, provided the Company has met all applicable information disclosure requirements otherwise required by law.
20. Customers will be permitted to move from a 10/100BaseT to a Gigabit Ethernet interface option where facilities and equipment permit (staying within the Basic or Basic Plus Connection, or moving from the Basic to the Basic Plus Connection), however, the Nonrecurring Charge associated with the new Gigabit Ethernet Connection will apply. However, should a customer simply wish to move from Basic to Basic Plus (without any change to the interface option; for example, retaining the 10/100BaseT interface), only the Service Order Change Charge will apply. See *Prices* following.
21. The aggregate assigned Committed Information Rate (CIR) across all Ethernet Virtual Connections (EVCs) between any two customer connections cannot exceed 600 Mbps per Basic or Basic Plus connection.<sup>/2/</sup>

The aggregate assigned Committed Information Rate (CIR) across all ICO trunk connections (EVCs) between any two customer connections utilizing a meet-point GigE ICO Trunk Arrangement between the Company and an ILEC (ICO) cannot exceed 600 Mbps per Basic or Basic Plus connection.<sup>/3/</sup>

/1/ This provisioning requirement will only apply to new service installed after April 30, 2007.

/2/ This provisioning requirement will only apply to new service installed after November 29, 2006.

/3/ This provisioning requirement will only apply to new service installed after March 31, 2009.

/4/ Material formerly appeared in Part 6, Section 9.

/4/

**OPT-E-MAN® Service (cont'd)**

/2/

**D. Features**

## 1. Standard Features

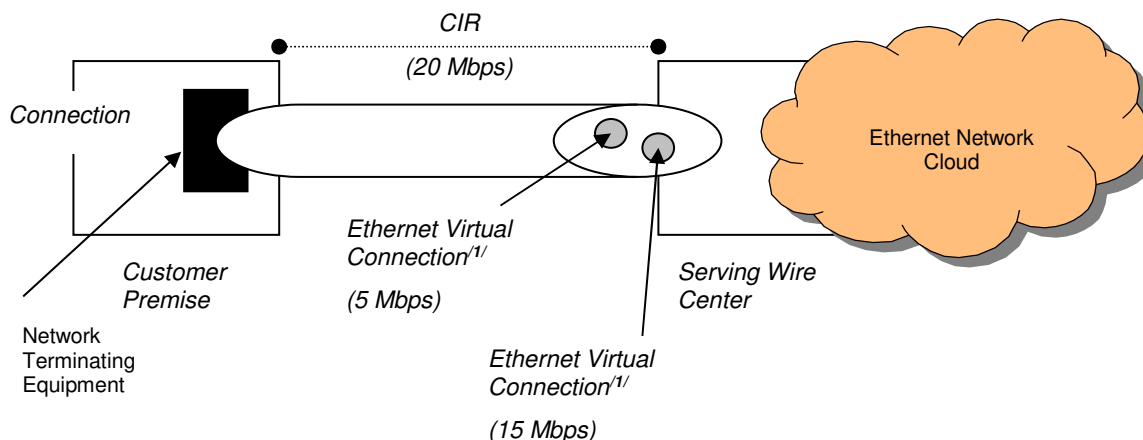
Committed Information Rate (CIR)

CIR provides a committed level of transmission (or bandwidth) to the Connection. The customer can select a CIR from 2 Mbps to 1 Gbps per connection. The CIR is shared among one or more Ethernet Virtual Connections (EVCs), which provide a logical point-to-point connection between two customer locations.

Connection

Provides for the physical connection between the customer's premise and the serving wire center. This is comprised of a transport component, interface component and a port connection component. Several interface protocols are available: 10/100BaseT and Gigabit Ethernet (1000BaseSX, 1000BaseLX/LH or 1000BaseZX).

The following diagram describes a standard service configuration:



/1/ Ethernet Virtual Connections are used to establish a path for certain traffic between two customer locations, and do not have a charge associated with them. Each EVC must have a portion of the Committed Information Rate (CIR) service element assigned to it.

/2/ Material formerly appeared in Part 6, Section 9.

/2/



**OPT-E-MAN® Service (cont'd)**

/2/

**D. Features (cont'd)**

## 2. Optional Features

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 OPT-E-MAN network to terminate at the demarcation point at the second customer location. When multiple EVCs are provisioned, the customer must designate the portion of the CIR assigned to each EVC. For point-to-point and point-to-multipoint connections, EVCs can be set in 1 Mbps increments from 2 Mbps to 600 Mbps<sup>/1/</sup>. For multipoint-to-multipoint connections, EVCs can be set in 1 Mbps increments from 2 Mbps to 1 Gbps.

If a customer purchases the Silver Grade of Service for CIR, the initial EVC will be prioritized as Silver. Additional EVCs can be prioritized as Silver, Bronze or Best Effort.

If a customer purchases the Bronze Grade of Service for CIR, additional EVCs cannot be prioritized as Silver, but only as Bronze or Best Effort.

If a customer purchases the Best Effort Grade of Service for CIR, additional EVCs can only be prioritized as Best Effort.

Repeater

For those customers who are located outside normal transmission parameters, or who are served by a Serving Wire Center that is not equipped for OPT-E-MAN Service, service can be provided using a repeater. An engineering study will be completed to ensure transmission parameters can be met using a repeater, and the Company will determine when Repeaters are necessary. Additional charges will apply. Provisioning of OPT-E-MAN Service is subject to the availability and operational limitations of the equipment and associated facilities.

Additional MAC Addresses

If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port.

/1/ This provisioning requirement will only apply to new service installed after November 29, 2006.

/2/ Material formerly appeared in Part 6, Section 9.

/2/

**OPT-E-MAN® Service (cont'd)**

/1/

**D. Features (cont'd)**

## 2. Optional Features (cont'd)

Meet-Point Billing Options

Meet-Point is available in two configurations:

*Direct LEC Connection* is provisioned using a standard OPT-E-MAN Basic or Basic Plus Connection and associated CIR, plus Mileage. The mileage is measured in airline miles from the OPT-E-MAN switch location to the ILEC (ICO) meet-point location.

*GigE ICO Trunking Arrangement* applies an ICO Trunk Connection Charge between the OPT-E-MAN switch location and the ICO meet-point location that is shared with the ILEC (ICO) Ethernet switch. The ICO Trunk Connection Charge is applied to each customer Ethernet Virtual Connection (EVC) that is transported on the GigE trunk backbone to the ICO meet-point. The ICO Trunk Mileage charge is applicable to each customer Ethernet Virtual Connection (EVC) transported across the GigE trunk when mileage exceeds 10 miles. Mileage is calculated from the OPT-E-MAN switch location to the ICO meet-point location.

**E. Technical References**

The customer interface to OPT-E-MAN Service is as specified in:

<u>Subject</u>	<u>Technical Reference</u>
Ethernet Standards	SBC TP-76412
Network Equipment Design Requirements	SBC TP-76200MP

These publications may be obtained from:

APEx Support Team  
(734) 523-7348

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**OPT-E-MAN® Service (cont'd)****F. Prices**

## 1. Service Elements

			Monthly Payment <i>Term Payment Plans</i>			
<u>Description</u>	Nonrecurring <u>Charge</u> <sup>/1/</sup>	12 <u>Months</u>	24 <u>Months</u>	36 <u>Months</u>	60 <sup>/2/</sup> <u>Months</u>	Monthly <u>Extension</u>
Connection, each customer location						
<u>Basic Service</u>						
10/100BaseT	\$1,925.00	\$780.00	\$750.00	\$650.00	\$575.00	\$1,685.81(l)
Gigabit Ethernet	2,100.00	1,200.00	1,150.00	1,000.00	850.00	2,551.50(l)
<u>Basic Plus Service</u>						
10/100BaseT	1,925.00	780.00	750.00	650.00	575.00	1,685.81(l)
Gigabit Ethernet	2,100.00	1,200.00	1,150.00	1,000.00	850.00	2,551.50(l)

/1/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60<sup>/2/</sup> month Term Payment Plan (TPP) period for new service.

/2/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for OPT-E-MAN Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/3/ Material formerly appeared in Part 6, Section 9.

**OPT-E-MAN® Service (cont'd)****F. Prices (cont'd)**

## 1. Service Elements (cont'd)

<u>Description</u>	<u>Nonrecurring Charge</u> <sup>/1/</sup>	<u>Monthly Price</u>		
		<u>Best Effort</u>	<u>Bronze</u>	<u>Silver</u>
Committed Information Rate (CIR) (Mbps) - per port				
2	\$75.00	\$464.74(I)	\$546.75(I)	\$911.25(I)
4	75.00	537.64(I)	637.88(I)	1,002.38(I)
5	75.00	N/A	820.13(I)	1,184.63(I)
8	75.00	847.46(I)	1,002.38(I)	1,366.88(I)
10	75.00	N/A	1,184.63(I)	1,549.13(I)
20	75.00	N/A	1,640.25(I)	2,004.75(I)
50	75.00	N/A	1,868.06(I)	2,232.56(I)
100	75.00	N/A	2,187.00(I)	2,551.50(I)
150	75.00	N/A	2,505.94(I)	3,234.94(I)
250	75.00	N/A	2,870.44(I)	3,599.44(I)
300	75.00	N/A		10,297.13 <sup>2/</sup> (I)
500	75.00	N/A	3,462.75(I)	4,191.75(I)
600	75.00	N/A	4,055.06(I)	4,784.06(I)
1000	75.00	N/A	4,692.94(I)	5,421.94(I)

/1/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60<sup>3/</sup> month Term Payment Plan (TPP) period for new service.

/2/ Effective April 26, 2005, the 300 Mbps, Silver CIR Option is limited to customers with existing service; new customers will not be permitted to order this option. Existing customers may retain this CIR Option until their current Term Payment Plan period (associated with the underlying Basic or Basic Plus Connection) expires.

/3/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for OPT-E-MAN Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/4/ Material formerly appeared in Part 6, Section 9.

**OPT-E-MAN® Service (cont'd)****F. Prices (cont'd)**

## 1. Service Elements (cont'd)

		Monthly Price Grade of Service				
<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Best Effort</u>	<u>Bronze</u>	<u>Silver</u>		
Optional Charges						
Ethernet Virtual Connection (EVC) <sup>/1/</sup>						
- per connection	\$0.00	\$0.00	\$0.00	\$0.00		
		Monthly Payment Term Payment Plans				
<u>Description</u>	<u>Nonrecurring Charge<sup>/2/</sup></u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60<sup>/3/</sup> Months</u>	<u>Monthly Extension</u>
Repeater, each	\$250.00	\$400.00	\$375.00	\$325.00	\$300.00	\$865.69(l)

/1/ Ethernet Virtual Connections (EVCs) are required for provisioning purposes only, and as such will not have a charge associated with them.

/2/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60<sup>/3/</sup> month Term Payment Plan (TPP) period for new service.

/3/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for OPT-E-MAN Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/4/ Material formerly appeared in Part 6, Section 9.

**OPT-E-MAN® Service (cont'd)****F. Prices (cont'd)**

## 1. Service Elements (cont'd)

<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Monthly Price</u>				
<i>Optional Charges (cont'd)</i>						
Meet-Point Billing Options						
- Direct LEC Connection, Mileage						
Above 0 and inclusive of 10 miles	\$1,200.00	\$911.25(I)				
Above 10 and inclusive of 25 miles	1,200.00	1,822.50(I)				
Above 25 and inclusive of 35 miles	1,200.00	2,733.75(I)				
Above 35 and inclusive of 50 miles	1,200.00	4,556.25(I)				
Monthly Payment <i>Term Payment Plans</i>						
<u>Description</u>	<u>Nonrecurring Charge<sup>/1/</sup></u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60<sup>/2/</sup> Months</u>	<u>Monthly Extension</u>
- GigE ICO Trunking Arrangement						
ICO Trunk Connection Charge, per EVC						
2 Mbps	\$300.00	\$340.00	\$290.00	\$250.00	\$220.00	\$729.00(I)
4 Mbps	345.00	380.00	330.00	285.00	250.00	801.90(I)
5 Mbps	400.00	430.00	370.00	315.00	270.00	911.25(I)
8 Mbps	460.00	490.00	420.00	360.00	310.00	1,038.83(I)
10 Mbps	525.00	570.00	490.00	420.00	360.00	1,202.85(I)
20 Mbps	600.00	670.00	580.00	504.00	430.00	1,421.55(I)
50 Mbps	700.00	840.00	730.00	630.00	540.00	1,767.83(I)
100 Mbps	800.00	1,120.00	970.00	840.00	720.00	2,351.03(I)
150 Mbps	925.00	1,670.00	1,450.00	1,260.00	1,080.00	3,517.43(I)
250 Mbps	1,100.00	2,160.00	1,870.00	1,620.00	1,380.00	4,538.03(I)
500 Mbps	1,100.00	4,640.00	4,030.00	3,500.00	2,980.00	9,732.15(I)
600 Mbps	1,100.00	5,560.00	4,830.00	4,200.00	3,570.00	11,664.00(I)
1 Gbps	1,100.00	6,390.00	5,500.00	4,830.00	4,100.00	13,413.60(I)

/1/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60<sup>/2/</sup> month Term Payment Plan (TPP) period for new service.

/2/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for OPT-E-MAN Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/3/ Material formerly appeared in Part 6, Section 9.

**OPT-E-MAN® Service (cont'd)****F. Prices (cont'd)**

## 1. Service Elements (cont'd)

<u>Description</u>	<u>Monthly Price</u>	
<i>Optional Charges (cont'd)</i>		
Meet-Point Billing Options (cont'd)		
- GigE ICO Trunking Arrangement (cont'd)		
ICO Trunk Mileage, per EVC		
Above 0 and inclusive of 10 miles	N/A	
Above 10 and inclusive of 25 miles		
2 Mbps to 20 Mbps	\$309.83	(l)
50 Mbps to 150 Mbps	683.44	
250 Mbps to 1 Gbps	2,733.75	
Above 25 and inclusive of 35 miles		
2 Mbps to 20 Mbps	492.08	
50 Mbps to 150 Mbps	1,230.19	
250 Mbps to 1 Gbps	3,189.38	
Above 35 and inclusive of 50 miles		
2 Mbps to 20 Mbps	747.23	
50 Mbps to 150 Mbps	2,004.75	
250 Mbps to 1 Gbps	3,645.00	(l)

/1/ Material formerly appeared in Part 6, Section 9.

**OPT-E-MAN® Service (cont'd)****F. Prices (cont'd)**

## 1. Service Elements (cont'd)

<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Monthly Price</u>
<i>Optional Charges (cont'd)</i>		
Additional MAC Addresses - 51-100 MAC addresses	\$70.00 <sup>/1/</sup>	\$9.11(l)
Service Order Cancellation - per location	200.00	-
Expedite Order Charge - per location	300.00	-
Service Order Change Charge - applies to CIR Changes, EVC Changes and Configuration Changes, per location	75.00	-

/1/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60<sup>/2/</sup> month Term Payment Plan (TPP) period for new service.

/2/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for OPT-E-MAN Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/3/ Material formerly appeared in Part 6 Section 9.



**OPT-E-MAN® Service (cont'd)**

/2/

**F. Prices (cont'd)**

## 2. Payment Plans

- Term Payment Plans

OPT-E-MAN Service is only available under the Term Payment Plan (TPP) whereby customers must select either a 12, 24, 36 or 60<sup>/1/</sup> month period. Decreases in OPT-E-MAN monthly recurring charges will be passed onto customers who participate in a TPP. After the selected Term Payment Plan period is satisfied, the Monthly Extension Price in effect at the time of contract expiration will apply unless a new TPP is selected. Refer to *Term Payment Plans* in Part 2, Section 3.

- Single Payment Option (SPO)

A single payment option is available for this service. Refer to *Term Payment Plans* in Part 2, Section 3 for calculating Single Payment Options.

/1/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for OPT-E-MAN Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/2/ Material formerly appeared in Part 6, Section 9.

/2/

**OPT-E-MAN® Service (cont'd)**

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**F. Prices (cont'd)****3. Termination Charges**

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

- 50 percent (50%) of all recurring charges for the remaining months of the customer's term

Customers may upgrade their CIR to a higher speed without incurring Termination Charges, depending on facilities used. The Company will determine whether such an upgrade is permissible based on the type of facilities currently used to provide the service. In addition, customers may upgrade their Grade of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

Customers may move their existing service to a new location without incurring Termination Charges provided all of the following conditions are met:

- The customer maintains the existing TPP at the new location or establishes a new TPP equal to or greater than the old location;
- During the TPP, a customer may move an OPT-E-MAN Service location to another premises in the same LATA and keep the TPP in force without assessment of Termination Charges, provided no lapse in billing occurs;
- The customer's request for disconnect at the existing location and the request for service at the new location are received at the same time, and the customer's disconnect order for the existing service references the new connect order for the new service;
- Moves of one location to a premise in a different serving office may result in a change in the monthly charges. Nonrecurring charges as appropriate are applicable.
- If the customer moves more than one location of the service concurrently, the customer will be liable for Termination Charges, as this is considered a complete disconnect of the service.

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**OPT-E-MAN® Service (cont'd)**

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**F. Prices (cont'd)****3. Termination Charges (cont'd)**

For the service installed after July 10, 2007, customers will be permitted to upgrade to a higher-speed service provided by the Company, without incurring Termination Charges, given all of the following conditions are met:

- An upgrade is considered an increase in speed or capacity when comparing OPT-E-MAN Service to the new service.
- The customer must issue a disconnect order for the existing OPT-E-MAN Service and place a service order for the new higher-speed service at the same locations such that there is no more than 90 days overlap in service. Termination Charges for OPT-E-MAN Service at the current locations will be waived.
- The term of the new higher-speed service contract must be equal to or greater than the remaining time left on the existing OPT-E-MAN contract.
- The existing OPT-E-MAN Service must have been in service for a minimum period of 15 months for a 3-year contract or 18 months for a 5-year contract.
- For customers upgrading from OPT-E-MAN to Customized Switched Metro Ethernet (CSME) Service, the number of CSME locations must be greater than or equal to the current number of OPT-E-MAN locations.

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/1/ Material formerly appeared in Part 6, Section 9.

**OPT-E-MAN® Service (cont'd)**

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**F. Prices (cont'd)**

## 3. Termination Charges (cont'd)

Migration to AT&T Switched Ethernet Service<sup>SM</sup>

Customers subscribing to OPT-E-MAN Service may migrate to AT&T Switched Ethernet Service provided by the Company without incurring termination liability, subject to the following conditions:

- The new AT&T Switched Ethernet Service and the existing OPT-E-MAN Service must be billed to the same customer of record at the same customer locations.
- The customer's existing service must have been in place for at least 12 months.
- The minimum term for the new service must be at least 12 months and must be equal to or greater than the number of months remaining in the customer's existing Term Payment Plan (TPP) term.
- The speed (capacity/bandwidth) of the new service must be equal to or greater than that of the existing service.
- The customer must issue a disconnect order for the replaced OPT-E-MAN Service to be effective within 90 days after the AT&T Switched Ethernet Service installation date. The disconnect and new orders must be coordinated through the Company.
- If overlapping service is required, the period will be limited to not more than 90 days and billing will apply to both services during the time both services are available.

## 4. Credit Allowance

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 10/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

The Company's failure to provide or maintain services under this guidebook shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

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<sup>SM</sup> AT&T Switched Ethernet Service is a service mark of AT&T Intellectual Property

/1/ Material formerly appeared in Part 6, Section 9.