#### AT&T INTERSTATE ACCESS GUIDEBOOK

PART 14 - Competitive BDS Services - West - CA SECTION 7 - Special Access Service

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#### ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.2 Service Descriptions (Cont'd)
    - 7.2.9 High Capacity Service(1)

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(A) Basic Service Description

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

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

DS3, DS3x3 and DS3x12 $^{(2)}$  High Capacity service offerings are (C) only available where facilities and operating conditions permit. Where facilities and/or operating conditions do not permit, Special Construction as set forth in Pacific Bell Telephone Company's Tariff F.C.C. No. 1, Section 5.1.3 shall apply.

- (1) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>)3-year terms for the remainder of the applicable term.
- (2) DS3X12 is discontinued and no longer available in this publication.

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- 7. Special Access Service (Cont'd)
  - 7.2 Service Descriptions (Cont'd)
    - 7.2.9 High Capacity Service (Cont'd)
      - (A) Basic Service Description (Cont'd)

Fiber Advantage<sup>SM</sup> Service is a high performance service providing transmission of  $1.544^{(1)}$ , 3.152, 6.312, 44.736 (DS1<sup>(1)</sup> DS3, DS3x3, or DS3x12<sup>(2)</sup>), or 274.176 Mbps isochronous (C) serial data with reliability parameters designed to limit a single event from interrupting service. Fiber Advantage<sup>SM</sup> Service is offered as end-to-end fiber optic DS1<sup>(1)</sup> and DS3 (DS3, DS3x3 and DS3x12<sup>(2)</sup>) services provided with either an electrical or optical interface at the customer's premises.

Customers requesting an electrical interface will receive an electrical signal with a transmission speed of 44.736 Mbps per channel. When the optical interface is selected for DS3 Channel Termination (s) Without Terminal Equipment, the customer must provide the optical line termination at its premises, which must be compatible with Telephone Company equipment.

Customers requesting an optical interface for (a) Fiber Advantage DS3x12  $^{(2)}$  Channel Terminations (s) With Terminal (C) Equipment will receive (an) optical signal(s) at the transmission speed(s) associated with the number of DS3s requested on the Access Order. The transmission speeds for optical interfaces are stated as approximate multiples of 44.736 Mbps. If the customer selects a Fiber Advantage (DS3) DS3x12  $^{(2)}$  Channel Termination with Terminal Equipment, and when existing facilities and equipment are in place, the customer can designate the twelve DS3 channel terminations to be provisioned over a single OC-12 optical interface.

- (1) Effective May 17, 2003, Fiber Advantage<sup>SM</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers. Refer to section 7.4.11(A) for conversion options.
- (2) DS3X12 is discontinued and no longer available in this publication.

- 7. Special Access Service (Cont'd)
  - 7.2 Service Descriptions (Cont'd)
    - 7.2.9 High Capacity Service (Cont'd)
      - (A) Basic Service Description (Cont'd)

Fiber Advantage<sup>SM</sup> Services are only available where facilities and operating conditions permit as determined Telephone Company. Upon request, Fiber Advantage service may be placed on diverse fiber facilities where available. Where facilities and/or operating conditions do not permit, Special Construction as set forth in Pacific Bell Telephone Company's Tariff F.C.C. No. 1, Section 5.1.3 shall apply. A customer may order any appropriate High Capacity Advantage<sup>SM</sup> Service.

DS3x3, and DS3x12 $^{(3)}$  high capacity service shall only be provided as Fiber Advantage<sup>SM</sup> Service. At the customer's option, DS1 $^{(1)}$  may be provided as High Capacity, Fiber Advantage or SONET Ring and Access Service $^{(2)}$ ; DS3 may be provided as either Fiber Advantage<sup>SM</sup> Service or SONET Ring and Access Services $^{(2)}$ .

(B) Technical Specifications

While in service the average performance of error free seconds will be 98.75% over a continuous 24-hour period. In order to meet this standard, the service must be measured at the specified Mbps rate through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications set forth in Technical Reference PUB 62508.

Fiber Advantage<sup>SM</sup> Service will provide at least 99.999% circuit availability on a monthly basis. This applies only to the Telephone Company-provided service and requires customer-provided equipment to be fully compatible and operational under the specifications set forth in Technical Publication L-780059-PB.

(C) Channel Interfaces

Compatible channel interfaces are set forth in Technical Reference 62508 and PUBL-780059-PB.

- (1) Effective May 17, 2003, Fiber Advantage<sup>SM</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers. Refer to section 7.4.11(A) for conversion options.
- (2) Effective January 3, 2006, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.
- (3) DS3X12 is discontinued and no longer available in this publication.

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- 7. Special Access Service (Cont'd)
  - 7.2 Service Descriptions (Cont'd)
    - 7.2.9 High Capacity Service (Cont'd)
      - (D) Optional Features and Functions (Cont'd)
        - (5) Alternate Serving Wire Center (ASWC)

ASWC is an optional feature in which High Capacity Channel Terminations are provided to an alternate serving wire center other than that normally serving the customer's designated premises. The Telephone Company will designate the serving wire center to be used, however, the mileage used to determine the monthly rate for channel mileage is based on the normal serving wire center associated with the customer designated premises as described in 7.1.2 preceding. The customer may order DS3 ASWC with either an electrical or optical handoff. When an optical handoff is ordered, no terminal equipment will be provided by the Telephone Company at the customer premises. This feature is not available with Shared Use Digital High Capacity Service or DS3x3 or DS3x12(1) Service.

When a customer orders the ASWC Optional Feature, the Alternate Serving Wire Center rate as specified in Part 14, Section 31, paragraph 31.5.2.9(C)(5) applies in addition to the Channel Termination and Channel Mileage Rates and Charges for each applicable High Capacity Service. Rates for ASWC apply per point of termination. In addition, if ASWC is ordered after installation of the DS1 or DS3 service, a Service Rearrangement Charge shall apply as set forth in 7.4.1(C)(3), following.

Listed following are serving wire center locations where ASWC is immediately available:

SNFCCA01	SNFCCA21	CLCYCA11
ANHMCA11	SCRMCA11	IGWDCA01
LSANCA01	LSANCA03	LSANCA07
OKLDCA03	LSANCA08	LSANCA10
LSANCA11		

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

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- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.1 Types of Rates and Charges (Cont'd)
      - (C) Nonrecurring Charges (Cont'd)
        - (3) Service Rearrangements (Cont'd)
          - (b) Rollover Changes

Rollover Changes listed below, are physical changes to, or reclassification of existing service including (a) preceding, and there is no change in either the point of termination or the EIS point of termination. A Rollover Change Charge for Special Access Service will apply as set forth in Part 14, Section 31, paragraph 31.5.2. No charge will apply for subtending services of the service being rolled over as long as there is no change to the subtending services. The following are examples where rollover charges will apply.

- Rearranging an existing Special Access DS1 or DS3 service from one port in the same class.
- Rearranging an existing service from one multiplexer to another multiplexer.
- Rearranging an existing lower speed service to an existing multiplexed higher speed service.
- Reclassification of 3 existing DS3 services between the same points of termination to a DS3x3 service, or 4 existing DS3x3 services between the same points of termination to a DS3x12<sup>(2)</sup> service as long as the Rate Stability (C) Payment Plan is equivalent or longer than the lower bit rate services being reclassified.
- Rearranging an existing service to the dedicated ring configuration of SONET Ring and Access Services<sup>(1)</sup>.

- (1) Effective January 3, 2006, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.
- (2) DS3X12 is discontinued and no longer available in this publication.

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.3 Message Station Equipment Recovery Charge

The Message Station Equipment Recovery Charge is a charge to recover that portion of Message Station equipment that is assigned to Special Access Service. This charge is assessed only to those services which the Special Access Surcharge applies.

#### 7.4.4 Minimum Periods

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

The minimum service period for Fiber Advantage<sup>SM</sup> DS3 and DS3x3 services is one month. (1)

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The minimum service period for Fiber Advantage<sup>SM</sup> DS3 and DS3x3 services is a 1-year term plan. After the 1-,  $3^{-(4)}$  or 5-year $^{(4)}$ (C) Rate Stability Payment Plan is satisfied, the customer must select a renewal option as referenced in Section 7.4.11(C).

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

The minimum service period for part-time and occasional Video (3) (T) and Program Audio(2) services is one day.

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- (1) This option will no longer be available for new circuits provisioned on (T) or after, November 21, 2003. There will be no change to existing circuits.
- (2) Effective November 20, 2019, this Service will no longer be available for purchase by new or existing customers, and service agreements may no longer be renewed. In addition, requests to move, add, or change existing service arrangements will not be accepted. Following the expiration of a customer's existing term agreement, service will be provided on a monthto-month basis at the applicable monthly extension rates until the service is discontinued. AT&T currently plans to discontinue this Service on or after November 1, 2020.

(3) Effective December 31, 2020, Analog Video Service will no longer be (T) available for purchase by new or existing customers, and service agreements may no longer be renewed. In addition, requests to move, add, or change existing service arrangements will not be accepted. AT&T currently plans to discontinue this Service on or after December 31, 2021.

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

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

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.6 Multiplexed Services

The Telephone Company will commence billing the monthly rate for the High Capacity facilities to the Hub and the associated multiplexer on the date specified by the customer on the service order. Individual services utilizing these facilities may be installed coincident with the installation of the facility to the Hub, or may be ordered and/or installed at a later date, at the option of the customer. Individual service rates (e.g., Voice Grade, Metallic or GDTS Service) will apply for a Channel Termination and additional Channel Mileage (as required) for each channelized service. Channel Termination charges are not applied at Hubs when, by customer request, individual services are channelized by Telephone Company multiplexers. These will be billed to the customer as each individual service is installed. A High Capacity service may not be ordered with multiplexing to lower levels at both ends.

When cascading multiplexing is performed, whether in the same or a different Hub, a charge for the additional multiplexing unit also applies. When cascading multiplexing is performed at different Hubbing locations, Channel Mileage charges also apply between the Hubs at the appropriate service level (e.g., DS1 or DS3).

When a DS3x3 or DS3x12 $^{(1)}$  is hubbed and segregated into (C) individual DS3 services, a separate multiplexer charge is not required between the DS3x3 or DS3x12 $^{(1)}$  service and the (C) individual DS3 services. DS3 rates and charges will apply to the individual DS3 services as required (e.g., channel termination, channel mileage and optional features if requested). If multiplexing is used to multiplex DS3x3 or DS3x12 $^{(1)}$  service to DS1 service, then at least one DS3 to DS1 (C) multiplexer is required.

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.11 Fiber Advantage<sup>SM</sup> Service<sup>(5)</sup>

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Monthly Extension Rates

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

(A) Fiber Advantage  $^{SM}$  DS1  $^{(1)}$  (2)  $^{(3)}$  Month-to-Month, DS3 and DS3x3 Month-to-Month  $^{(4)}$  and for DS3, DS3x3 and DS3x12  $^{(6)}$  Rate (C) Stability Payment Plans

Rates and Charges for  $DS1^{(1)}(2)(3)$  are offered Month-to-Month or with a 1, 3 or 5-year Rate Stability Payment Plan.

Rates and Charges for DS3 and DS3x3 are offered Month-to-Month.  $^{(4)}$ 

- (1) Effective May 17, 2003, Fiber AdvantageSM DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers.
- (2) At the expiration of the grandfathered Fiber Advantage<sup>SM</sup> DS1 Rate Stability Payment Plan term, the customer may choose a new DS1 Term Payment Plan with the prices in effect at that time. If the customer elects not to establish a new DS1 TPP, the service will be billed the tariffed month-to-month rates in effect at the time the grandfathered Fiber Advantage DS1 Rate Stability Payment Plan expires.
- (3) Conversion of existing Fiber Advantage DS1 Rate Stability Payment Plan may be made to a new DS1 Term Payment Plan (TPP) term. If the expiration date for the new DS1 TPP term is beyond the expiration of the original Fiber Advantage DS1 Rate Stability Payment Plan term, no other charges from the original plan will apply. Access Order charges associated with conversion to new DS1 TPPs will be waived. Refer to DS1 Term Payment Plan 7.4.18 following for all DS1 TPP term and conditions.
- (4) This option will no longer be available for new circuits provisioned on or after, November 21, 2003. There will be no change to existing circuits.
- (5) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity (N) and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>) 3-year terms for the remainder of the applicable term.
- (6) DS3X12 is discontinued and no longer available in this publication.

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.11 Fiber Advantage<sup>SM</sup> Service<sup>(5)</sup> (Cont'd)

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

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

The customer has the option to order a Rate Stability Payment Plan for each individual  $DS1^{(1)(2)(3)}$  or DS3 service hubbed with a DS3 or DS3x3 service.

- (1) Effective May 17, 2003, Fiber Advantage<sup>SM</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers.
- (2) At the expiration of the grandfathered Fiber Advantage<sup>SM</sup> DS1 Rate Stability Payment Plan term, the customer may choose a new DS1 Term Payment Plan with the prices in effect at that time. If the customer elects not to establish a new DS1 TPP, the service will be billed the guidebook month-to-month rates in effect at the time the grandfathered Fiber Advantage DS1 Rate Stability Payment Plan expires.
- (3) Conversion of existing Fiber Advantage DS1 Rate Stability Payment Plan may be made to a new DS1 Term Payment Plan (TPP) term. If the expiration date for the new DS1 TPP term is beyond the expiration of the original Fiber Advantage DS1 Rate Stability Payment Plan term, no other charges from the original plan will apply. Access Order charges associated with conversion to new DS1 TPPs will be waived. Refer to DS1 Term Payment Plan 7.4.18 following for all DS1 TPP term and conditions.
- (4) Effective on September 13, 2017, Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5year Payment Plans are no longer available, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a Fiber Advantage $^{\text{SM}}$  DS3 Rate Stability 5-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current Fiber Advantage $^{\text{SM}}$  DS3 Rate Stability 5-year Payment Plan term for the remainder of that term.
- (5) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity (N) and Fiber Advantage $^{SM}$ ) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage $^{SM}$ ) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>)3-year terms for the remainder of the applicable term.
- (6) DS3X12 is discontinued and no longer available in this publication.

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.11 Fiber Advantage<sup>SM</sup> Service<sup>(3)</sup> (Cont'd)

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(B) Termination Liability Charges for Fiber Advantage<sup>SM</sup> DS1<sup>(1)</sup> Month-to-Month, DS3 and DS3x3 Month-to-Month<sup>(2)</sup> and for DS1<sup>(1)</sup>, DS3, DS3x3 and DS3x12<sup>(4)</sup> Rate Stability Payment Plans

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Minimum Periods for Fiber Advantage  $^{SM}$  DS1 $^{(1)}$ , DS3, DS3x3 and DS3x12 $^{(4)}$  services apply as set forth in section 5.2.6(A) (C) and 7.4.4 preceding.

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

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

An existing DS3, DS3x3 or DS3x12<sup>(4)</sup> under a 1 or 3-year billing period may be converted to a longer term (i.e., 3 or 5-year billing period) without termination liabilities, provided that:

- (1) the expiration date for the new term agreement is beyond the end of the original term agreement,
- (2) the converted DS3 must be based upon the rates that are currently in effect and otherwise available to all customers,
- (3) the customer maintains the same or greater number of DS3 circuits under the new billing period, and
- (4) No lapse in service occurs.
- (1) Effective May 17, 2003, Fiber Advantage<sup>SM</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers. Refer to section 7.4.11(A) for conversion options.
- (2) This option will no longer be available for new circuits provisioned on or after, November 21, 2003. There will be no change to existing circuits.
- (3) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity (N) and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>) 3-year terms for the remainder of the applicable term.
- (4) DS3X12 is discontinued and no longer available in this publication.

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.11 Fiber Advantage<sup>SM</sup> Service<sup>(3)</sup> (Cont'd)

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- (C) Renewal Plan (Cont'd)
  - (2) DS3 and DS3x3 service for Month-to Month(1) and for, DS3, DS3x3 and DS3x12(4) service Rate Stability Payment (C) Plans

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

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

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

- (1) This option will no longer be available for new circuits provisioned on or after, November 21, 2003. There will be no change to existing circuits.
- (2) Effective on September 13, 2017, Fiber Advantage $^{\rm SM}$  DS3 Rate Stability 5year Payment Plans are no longer available, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current Fiber Advantage<sup>SM</sup> DS3 Rate Stability 5-year Payment Plan term for the remainder of that term.
- (3) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity (N) and Fiber Advantage $^{SM}$ ) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage  $^{\text{SM}}$ ) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>)3-year terms for the remainder of the applicable term.
- (4) DS3X12 is discontinued and no longer available in this publication.

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.11 Fiber Advantage<sup>SM</sup> Service<sup>(2)</sup> (Cont'd)

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- (C) Renewal Plan (Cont'd)
  - (2) DS3 and DS3x3 service for Month-to Month $^{(1)}$  and for, DS3, DS3x3 and DS3x12 $^{(3)}$  service Rate Stability Payment (C) Plans (Cont'd)

If the customer does not choose one of the preceding options prior to the expiration date of the commitment period, monthly extension rates will be applied upon expiration of the commitment period.

Option (1) as described preceding is available to customers if the term plans remain in effect and are not grandfathered. If the term plans are grandfathered and the service expires, absent customer notification, the customers expired service will be converted to monthly extension rates upon expiration.

The customer must provide the Telephone Company with a written notice of intent to extend the DS3 billing period no later than one month prior to the expiration of the service period.

The customer may continue service at the original rate, on a month-to-month basis, up to one full year after the original Rate Stability Payment Plan ends. (1)

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

- (1) This option will no longer be available for new circuits provisioned on or after, November 21, 2003. There will be no change to existing circuits.
- (2) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity (N) and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage $^{\text{SM}}$ ) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>)3-year terms for the remainder of the applicable term.
- (3) DS3X12 is discontinued and no longer available in this publication.

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- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.11 Fiber Advantage<sup>SM</sup> Service<sup>(3)</sup> (Cont'd)

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(D) Change of DS1<sup>(2)</sup>, DS3, DS3x3 or DS3x12<sup>(4)</sup> Rate Stability Payment Plan

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

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

(E) Upgrades of Fiber Advantage DS3, DS3x3 or DS3x12<sup>(4)</sup> (C) Services to higher speed services

Customers with 3 or 5-year term agreements may at any time upgrade to a higher speed service (e.g., DS3 to  $DS3x12^{(4)}$ , (C) DS3 to  $BCS^{(1)}$ , etc.), without incurring the Termination Liability charge, providing the following criteria are met:

- One the newer high-speed service, the customer subscribes to a term agreement that is equal to, or greater than 36 months;
- The expiration date for the new term agreement is beyond the end of the original term agreement;
- (1) This option is limited to existing customers at existing locations as of January  $11,\ 2002.$
- (2) Effective May 17, 2003, Fiber Advantage<sup>SM</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers. Refer to section 7.4.11(A) for conversion options.
- (3) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>)3-year terms for the remainder of the applicable term.
- (4) DS3X12 is discontinued and no longer available in this publication.

(N)

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.11 Fiber Advantage<sup>SM</sup> Service<sup>(1)</sup> (Cont'd)

(C)

- (E) Upgrades of Fiber Advantage DS3, DS3x3 or DS3x12<sup>(2)</sup> Service (C) to higher speed services (Cont'd)
  - No lapse in service occurs;
  - Nonrecurring Charges will apply, when applicable;
  - The monthly rates for the new service will be those rates in effect at the time the new service is installed;
  - The new service is provided between the same customer locations and with the same customer of record as the disconnected service;
  - The billed recurring revenue for the new service is equal to or greater than the billed recurring revenue remaining in the service being converted; and
  - Spare facilities must be available or a nonrecurring upfront payment, which is a special construction charge, may apply.
- (F) In addition to all other provisions of this section, any customer terminating any part of a Fiber Advantage<sup>SM</sup> service that was installed under a waiver of nonrecurring charges, before the expiration of the term under which it was installed, shall be liable for the unexpired portion of the installation charges that were in effect at the time of installation, i.e., if a 3-year (36 month) term plan were selected, for each month the customer retains service, the unexpired portion of the installation charges shall be reduced by 1/36.

If only a portion of the service is disconnected prior to the expiration of the term plan, the customer shall be responsible for the unexpired installation charges of the disconnected part of the service only.

The unexpired nonrecurring charges shall continue to be reduced by the number of months in the original term plan, even if the customer chooses to increase the term before the original term expires.

- (G) Reserved for Future Use
- (1) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>)3-year terms for the remainder of the applicable term.
- (2) DS3X12 is discontinued and no longer available in this publication.

(N)

PART 14 - Competitive BDS Services - West - CA SECTION 7 - Special Access Service

# ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.13 Zone Pricing

Special Access High Capacity DS1 (1.544 Mbps) and DS3 (44.736 Mbps), including DS3x3, and DS3x12 $^{(1)}$ , services are divided into (C) 3 pricing zones. The rate elements included in zone pricing are Channel Terminations, Channel Mileage, and Multiplexing. The pricing zone for each serving wire center is identified in the NECA Tariff No. 4.

Channel Termination - The rate for each Channel Termination is determined by the serving wire center.

Channel Mileage - Channel Mileage calculations will be made in accordance with Section 7.4.5, preceding. When Channel Mileage is computed between wire centers in different pricing zones, the rates of the higher rate pricing zone shall apply.

Multiplexing - The rates for multiplexing will be determined by the billing location of the multiplexing arrangement.

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

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## ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.16 SONET Ring and Access Services (1) (Cont'd)

Terms and Conditions (Cont'd)

- (C) Migration onto SONET Ring and Access Services
  - (1) For signed Cooperative Planning Agreements received by the Telephone Company prior to close of business on February 2, 2000

As part of the Telephone Company-Customers Cooperative Planning Process, a period of up to six months will be established for migrating existing services onto a new dedicated ring. When services move onto the ring the customer will be billed for a prorata share of the rate elements being used (Nodes, Ports, Mileage and Dedicated Ring Fees). Use of the ring's services will be determined by an equivalent DS3 prorata share of the ring's rate element recurring charges (1/3rd of the charges for an OC3 ring, 1/12th of the charges for an OC12 ring, 1/48th of the charges for an OC48 ring) determined on a monthly basis. For example, when the customer migrates an existing DS3 service to the ring the Telephone Company will charge a proration of the recurring charges for the ring elements and discontinue billing for the fixed and variable mileage and the related portion of the channel termination at the customer entrance facility which the SONET ring completely replaces. Existing channel termination proration applies when the existing service (i.e., DS3x3 or DS3x12(2)) will be disconnected (C) as part of the migration plan. At the completion of the migration period, billing will commence for all rate elements of the ring purchased by the customer (this is the commencement of the rate stability payment period). This does not apply to two-point (a.k.a. circuit service) configurations.

- (1) Effective January 3, 2006, SONET Ring and Access Service is limited to existing customers at existing locations except where spare capacity exists; customers may add additional locations on existing rings. New SONET ring services will be provided via Dedicated SONET Ring Service.
- (2) DS3X12 is discontinued and no longer available in this publication.

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan(2) (DS1 TPP)

(C)

(C)

(A) General Description

For Term Payment Plans beginning prior to November 25th, 2019:

The DS1 Term Payment Plan (DS1 TPP) is a term plan that allows a customer to purchase DS1 High Capacity Service over a 1, 2, 3, 5 or 7 year period. $^{(1)}(2)$  During the term of the selected DS1 TPP, Telephone Company initiated recurring rate changes (increases or decreases) will automatically be applied to the monthly payments for the remaining months of the current DS1 TPP term. The monthly recurring rate during the DS1 TPP term will never exceed  $\,$ the initial DS1 TPP rate. The DS1 TPP rates can be found in Part 14, Section 31, paragraph 31.5.2.9.1.

For Term Payment Plans beginning on or after November 25th, 2019:

New Term Payment Plan customers will be required to pay the lower of (1) the guidebook Term Payment Plan rates in effect at the time of billing; or (2) 120% of the initial rate in the first year of the contract; 144% in the second year of the contract, and 173% in the third year of the contract.

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

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

- DS1 High Capacity Service Channel Termination; refer to Section 7.2 for description
- DS1 High Capacity Service Channel Mileage Fixed and Per Mile; refer to Section 7.2 for description
- DS1 High Capacity Service Central Office Multiplexing; refer to Section 7.2 for description
- DS1 High Capacity Service Collocation Transport (Fixed and Per Mile); refer to section 7.1 for a description
- (1) Effective on September 13, 2017, DS1 TPP 5- and 7-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 5- or 7-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current  $\overline{\text{DS1}}$  TPP 5- or 7-year Payment Plan term for the remainder of that term.
- (2) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber AdvantagesM) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>) 3-year terms for the remainder of the applicable term.

(C)

PART 14 - Competitive BDS Services - West - CA SECTION 7 - Special Access Service

### ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (Cont'd) (1)
      - (B) Conversion of service to a new DS1 TPP or Higher Speed Service

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

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

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- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (1) (Cont'd)

(C)

(C) Moves

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

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

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

- One end of a DS1 is changed from Location  ${\tt A}$ EXAMPLE #1: to Location B within the same LATA. The new Channel Mileage associated with the oneended Move increased by 2 miles. Therefore, the resulting Channel Mileage calculation increases the monthly recurring charge accordingly.
- EXAMPLE #2: One end of a DS1 is changed from Location C to Location D within the same LATA. The new Channel Mileage associated with the one-ended Move decreased by 5 miles. Therefore, the resulting Channel Mileage calculation decreases the monthly recurring charge accordingly.

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

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

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ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (3) (Cont'd) (C)
    - (D) Expiration of DS1 TPP Term Options

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

(E) DS1 High Capacity Service Portability Commitment (2)

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

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

- (1) Effective on September 13, 2017, DS1 TPP 5- and 7-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 5- or 7-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current DS1 TPP 5- or 7-year Payment Plan term for the remainder of that term.
- (2) Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for purchase by new or existing customers, and existing Portability Commitments may no longer be renewed.
- (3) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>) 3-year terms for the remainder of the applicable term.

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### ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (3) (Cont'd)

(C)

(E) DS1 High Capacity Service Portability Commitment (2) (Cont'd)

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

(C)

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

- (1) For Portability Commitments $^{(2)}$  established **prior** to August 30, 2016, the terms and conditions associated with the Portability Commitment $^{(2)}$  are as follows:
  - (a) Customer commits to a 3-Year Commitment Level (CL) that is reviewed on a monthly basis. The initial monthly CL is calculated by the Telephone Company and is the total of all DS1 Channel Terminations in-service for the month previous to the month in which the Customer notifies the Telephone Company, in writing, of the Customer's CL. The initial monthly CL will consist of all Channel Terminations including those on Month-to-Month terms and other term pricing plans. The effective date of the Portability Commitment (2) will be the first day of the month immediately following the month in which the Portability Commitment (2) is signed;
  - (b) Customer must have a minimum of 40 Channel Terminations in-service each month and at least 80% of the CL under a 2, 3, 5 or 7 year DS1 TPP each month;
  - (c) At the commencement of the Customer's Portability Commitment<sup>(2)</sup> and upon any renewal of a portability Commitment<sup>(2)</sup>, at least 80 percent of the Customer's CL must be purchased under a 2, 3, 5 or 7 year DS1 TPP; and
- (1) Effective on September 13, 2017, DS1 TPP 5- and 7-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 5- or 7-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current DS1 TPP 5- or 7-year Payment Plan term for the remainder of that term.

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

customers, and existing Portability Commitments may no longer be renewed.

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

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ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (2) (Cont'd)
      - (E) DS1 High Capacity Service Portability Commitment (1) (Cont'd)
      - (1) For Portability Commitments<sup>(1)</sup> established **prior** to August 30, 2016, the terms and conditions associated with the Portability Commitment<sup>(1)</sup> are as follows:
        - (d) Each month, the total number of 2, 3, 5 and 7-year DS1 TPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL;
          - (i) If the total number of Channel Terminations, as calculated above, is 80% 124% of the CL, no other charges will apply for the previous month.
          - (ii) If the total number of Channel Terminations, as calculated above, is less than 80% of the CL, charges will be assessed as follows:

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

EXAMPLE #1: Customer A has a CL = 1,000 Channel Terminations for the month of June. Customer A must have at least 800 DS1 Channel Terminations in-service to meet the 80% target. In July, the monthly review calculated 795 DS1 Channel Terminations in-service for the month of June. The difference between 80% of the CL (800) and the actual in-service total (795) is 5 Channel Terminations. Therefore, the customer will be billed an amount equal to 5 Channel Terminations multiplied by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Part 14, Section 13, paragraph 31.5.2.9(I). For subsequent months, Customer A will continue to be billed an amount equal to the difference between 80% of the CL and the actual in-service number of Channel Terminations that are below 80% of the CL (multiplied) by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Part 14, Section 13, paragraph 31.5.2.9(I), until 80% of the CL is met.

- (1) Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for purchase by new or existing customers, and existing Portability Commitments may no longer be renewed.
- Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>) 3-year terms for the remainder of the applicable term.

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- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (2) (Cont'd)

- (C)
- (E) DS1 High Capacity Service Portability Commitment(1)
   (Cont'd)
  - (1) For Portability Commitments<sup>(1)</sup> established **prior** to August 30, 2016, the terms and conditions associated with the Portability Commitment<sup>(1)</sup> are as follows: (Cont'd)
    - (d) Each month, the total number of 2, 3, 5 and 7 year DS1 TPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL; (Cont'd)
      - (iii) If the total number of in-service Channel Terminations, as calculated above, is more than 124% of the PC, the Customer will be billed an adjustment factor equal to the Nonrecurring Channel Termination charge multiplied by the difference between the actual number of Channel Terminations inservice and 124% of the CL.

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

- (1) Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for purchase by new or existing customers, and existing Portability Commitments may no longer be renewed.
- Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage $^{\rm SM}$ ) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage $^{\rm SM}$ ) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage $^{\rm SM}$ ) 3-year terms for the remainder of the applicable term.

(N)

(C)

## ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)

7.4.18 DS1 Term Payment Plan (DS1 TPP) (2) (Cont'd)

- (E) DS1 High Capacity Service Portability Commitment<sup>(1)</sup> (Cont'd)
  - (1) For Portability Commitments<sup>(1)</sup> established **prior** to August 30, 2016, the terms and conditions associated with the Portability Commitment<sup>(1)</sup> are as follows: (Cont'd)
    - (d) Each month, the total number of 2, 3, 5 and 7 year DS1 TPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL; (Cont'd)
      - Customers may increase the CL at any time by providing written notification to Telephone Company. Credits for previously charged adjustments billed for exceeding the CL will not be provided when a Customer increases the CL. However, an adjustment factor will not be billed if notice to increase the CL is provided to the Telephone Company within the calendar month following a reported adjustment, and the CL increase is sufficient that the number of in-service rate elements does not exceed 124% of the new CL. For instance, in Example #2 above, if the Customer increases the CL from 500 to 525 before the end of month 6, the adjustment factor applicable to month 5 will not be billed because the actual in-service volume (650) is less than or equal to the new 124% threshold (651).

- (1) Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for purchase by new or existing customers, and existing Portability Commitments may no longer be renewed.
- (2) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>) 3-year terms for the remainder of the applicable term.

(N)

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ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)

7.4.18 DS1 Term Payment Plan (DS1 TPP) (2) (Cont'd)

- (E) DS1 High Capacity Service Portability Commitment<sup>(1)</sup> (Cont'd)
  - (1) For Portability Commitments<sup>(1)</sup> established **prior** to August 30, 2016, the terms and conditions associated with the Portability Commitment<sup>(1)</sup> are as follows: (Cont'd)
    - (d) Each month, the total number of 2, 3, 5 and 7 year DS1 TPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL; (Cont'd)
      - (v) If the customer elects to terminate the DS1 High Capacity Service Portability Commitment(1) or elects to decrease the CL prior to the 3-Year commitment, Termination Liabilities will apply. Termination Liability is calculated as the decreased number of Channel Terminations multiplied by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Part 14, Section 31, paragraph 31.5.2.9(I), multiplied by the number of months remaining in the term of the Portability Commitment(1).

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

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

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

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

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

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

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (2) (Cont'd)
- (C)
- (E) DS1 High Capacity Service Portability Commitment(1)
   (Cont'd)
  - (2) For Portability Commitments<sup>(1)</sup> established **on or after** August 30, 2016, the terms and conditions associated with the Portability Commitment<sup>(1)</sup> are as follows:
    - (a) Customer commits to a 3-Year Commitment Level (CL) that is reviewed on a monthly basis by the Telephone Company. To begin the process of establishing a Portability Commitment (1), Customer must request from the Telephone Company a list of DS1 circuits with Channel Terminations for all of the ACNAs of Customer and any entities that are then affiliated companies of Customer. Customer must designate from the provided list which DS1 circuits with Channel Terminations are to be included in, and which are to be excluded from, its Portability Commitment (1) and return the list with those designations to the Telephone Company. Failure to provide a designation for a listed circuit will be deemed to be a designation that such circuit is to be excluded from its Portability Commitment (1).

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

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

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

(b) Customer must commit a minimum of 100 DS1 circuits with Channel Terminations to establish a Portability Commitment  $^{(1)}$ .

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

Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>55</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>55</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>55</sup>) 3-year terms for the remainder of the applicable term.

(C)

### ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (2) (Cont'd)
      - (E) DS1 High Capacity Service Portability Commitment (1) (Cont'd)
        - (2) For Portability Commitments<sup>(1)</sup> established on or after August 30, 2016, the terms and conditions associated with the Portability Commitment<sup>(1)</sup> are as follows: (Cont'd)
          - (c) Customer, including all of its ACNAs and Affiliates, may be subject to only one Portability Commitment<sup>(1)</sup> for the operating territory of the Telephone Company. An "Affiliate," as that term is used in connection with the Portability Commitment<sup>(1)</sup>, is a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of the prior sentence, "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
          - (d) Designated DS1s that are disconnected during the term of the Portability Commitment<sup>(1)</sup> will not incur Termination Liability charges.
          - (e) Circuits which are not included in the Portability Commitment<sup>(1)</sup> by Customer in the initial designation, as described in paragraph 7.4.18(E)(2)(a), or ordered under the DS1 TPP on or after August 30, 2016 without being designated for the Portability Commitment<sup>(1)</sup>, may not be added to the Portability Commitment<sup>(1)</sup> for the duration of the Portability Commitment<sup>(1)</sup> term.
          - (f) Customer may add additional DS1 circuits with Channel Terminations to the Portability Commitment<sup>(1)</sup> during the term of the Portability Commitment<sup>(1)</sup> only when initially ordering such DS1 circuit. A DS1 circuit with a Channel Termination that is so added, will be considered a Designated DS1.
          - (g) Any Designated DS1 with an expired term plan that is subject to month-to-month rates will continue to count toward Customer's CL.
- (1) Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for purchase by new or existing customers, and existing Portability Commitments may no longer be renewed.
- (2) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>) 3-year terms for the remainder of the applicable term.

(N)

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (2) (Cont'd)

- (C)
- (E) DS1 High Capacity Service Portability Commitment (1) (Cont'd)
  - (2) For Portability Commitments (1) established on or after August 30, 2016, the terms and conditions associated with the Portability Commitment(1) are as follows: (Cont'd)
    - (h) During the monthly review of Customer's Designated DS1s and its CL, the Telephone Company will determine whether Customer met, did not meet, or exceeded its CL on the last day of the month being reviewed.

If Customer did not meet its CL, Customer will be billed a charge for each Channel Termination below its CL equal to the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Part 14, Section 13, paragraph 31.5.2.9(I), on such last day of the month.

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

(100 - 90) X (Lowest available Price Cap Zone 1 Channel Termination rate)

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

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

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

- (1) Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for purchase by new or existing customers, and existing Portability Commitments may no longer be renewed.
- (2) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage $^{\rm SM}$ ) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantagesm) 3-year terms for the remainder of the applicable term.

(N)

(C)

## ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (2) (Cont'd)
      - (E) DS1 High Capacity Service Portability Commitment(1)
         (Cont'd)
        - (2) For Portability Commitments<sup>(1)</sup> established on or after August 30, 2016, the terms and conditions associated with the Portability Commitment<sup>(1)</sup> are as follows: (Cont'd)
          - (i) If Customer elects to decrease the CL prior to expiration of the 3-Year commitment, a buy-down charge will apply. The buy-down charge is calculated as the number by which the CL is decreased multiplied by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Part 14, Section 13, paragraph 31.5.2.9(I), on the date of the buy-down multiplied by the number of months remaining in the term of the Portability Commitment (1).

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

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

(1

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

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

PART 14 - Competitive BDS Services - West - CA SECTION 7 - Special Access Service

### ACCESS SERVICE

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (2) (Cont'd)

(C)

- (F) Applicable One-Time Charges
  - (1) Access Order Charge

Access Order Charges will apply, as described in Part 2, Section 5, paragraph 5.4.2, to all order activity. An Access Order charge will apply on any changes made to a plan (e.g., moving from a 3 year to a 7-year plan, on physical moves of DS1 High Capacity Services, and new installations) as applicable.

(2) DS1 Term Payment Plan Non-Recurring Charges

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

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

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

- 7. Special Access Service (Cont'd)
  - 7.4 Rate Regulations (Cont'd)
    - 7.4.18 DS1 Term Payment Plan (DS1 TPP) (1) (Cont'd)

(C)

(G) Termination Liability

Termination liability charges will apply in the following cases:

- (1) In the event service is terminated prior to the expiration of the minimum service period, charges, as specified in Part 2, Section 5, paragraphs 5.3.6 and 5.3.7 (Minimum Period and Minimum Period Charges), will apply in addition to the termination liability charges identified in 7.4.18(G)(2) following.
- (2) In the event service is terminated prior to the end of the DS1 TPP term, a termination charge utilizing the following termination percentage will apply:

Termination Billing Period Percentage: 40%

The termination charge is calculated as follows:

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

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

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

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

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(C)

## ACCESS SERVICE

- 31. Metropolitan Statistical Area Access Services (Cont'd)
  - 31.5 Rates and Charges (Cont'd)
    - 31.5.2 Special Access Service (Cont'd)

31.5.2.9 High Capacity Service (2) (Cont'd)

Monthly Nonrecurring USOC Rates Charges

- (A) Channel Termination (Cont'd)
  - Per point of termination (Cont'd)
  - (3) Fiber Advantage<sup>SM</sup> DS3, DS3x3 and DS3x12 $^{(3)}$  Rate Stability Payment (C) Plan $^{(1)}$  (Cont'd)
    - (b)  $3 \text{ Year Plan}^{(2)}$

Fiber Advantage	DS3 with Terminal Equ	ipment	
Zone 1	Z3MAC/Z3MAP	\$2,667.49	\$1,000.00
Zone 2	Z3MAC/Z3MAP	2,783.98	1,000.00
Zone 3	Z3MAC/Z3MAP	2,900.46	1,000.00
Fiber Advantage	DS3 without Terminal	Equipment	
Zone 1	ZOMAC/ZOMAP	2,912.11	750.00
Zone 2	ZOMAC/ZOMAP	3,028.60	750.00
Zone 3	ZOMAC/ZOMAP	3,145.08	750.00
Fiber Advantage	DS3x3 with Terminal E	quipment	
Zone 1	Z3MAC/Z3MAP	7,571.49	2,500.00
Zone 2	Z3MAC/Z3MAP	7,955.89	3,000.00
Zone 3	Z3MAC/Z3MAP	8,282.05	3,250.00
Fiber Advantage	DS3x3 without Termina	l Equipment	
Zone 1	ZOMAC/ZOMAP	5,125.32	2,000.00
Zone 2	ZOMAC/ZOMAP	5,358.29	2,250.00
Zone 3	ZOMAC/ZOMAP	5,591.26	2,500.00
Fiber Advantage	$DS3x12^{(3)}$ with Termina	l Equipment	(C)
Zone 1	Z3MAC/Z3MAP	20,897.32	0.00
Zone 2	Z3MAC/Z3MAP	21,805.89	0.00
Zone 3	Z3MAC/Z3MAP	22,714.47	6,000.00
Fiber Advantage	DS3x12 <sup>(3)</sup> without Term	inal Equipment	(C)
Zone 1	ZOMAC/ZOMAP	18,171.58	0.00
Zone 2	ZOMAC/ZOMAP	18,753.33	0.00
Zone 3	ZOMAC/ZOMAP	19,336.42	5,000.00

- (1) For Pricing Plans effective on or after November  $25^{\rm th}$ , 2019 see terms in section 31.4(F) of this guidebook.
- (2) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>) 3-year terms for the remainder of the applicable term.
- (3) DS3X12 is discontinued and no longer available in this publication.

- 31. Metropolitan Statistical Area Access Services (Cont'd)
  - 31.5 Rates and Charges (Cont'd)
    - 31.5.2 Special Access Service (Cont'd)
      - 31.5.2.9 High Capacity Service (Cont'd)

			1 Year Rates <sup>(3)</sup>			
			USOC	Fixed	Per Mile	
(B)	Channel Mileage (1)	(Cont'd)	<del></del>			
	(2) 44.736 Mbps	(Cont'd)				
	Zone 1	0	1L5XX	None	None	
		Over 0	1L5XX	\$935.19	\$43.34	
	Zone 2	0	1L5XX	None	None	
		Over 0	1L5XX	958.00	49.04	
	Zone 3	0	1L5XX	None	None	
		Over 0	1L5XX	1,015.03	54.74	
				3 Year	Rates <sup>(3)(4)</sup>	(C)
			USOC	Fixed	Per Mile	
	Zone 1	0	$\overline{1L5XX}$	None	None	
		Over 0	1L5XX	881.80	40.29	
	Zone 2	0	1L5XX	None	None	
		Over 0	1L5XX	903.57	45.72	
	Zone 3	0	1L5XX	None	None	
		Over 0	1L5XX	958.00	52.25	
				5 Year	r Rates <sup>(2)</sup>	
			USOC	Fixed	Per Mile	
	Zone 1	0	1L5XX	None	None	
		Over 0	1L5XX	400.00	17.50	
	Zone 2	0	1L5XX	None	None	
		Over 0	1L5XX	410.00	20.00	
	Zone 3	0	1L5XX	None	None	
	_ = = = = = =	Over 0	1L5XX	435.00	22.50	

- (1) When the customer orders High Capacity Service as previously described in Part 14, Section 7, paragraph 7.2.9(A), the Channel Mileage facility must be ordered in conjunction with an associated Channel Termination, as previously described in Part 14, Section 7, paragraph 7.1.2(A).
- (2) Effective on September 13, 2017, High Capacity DS3 5-year Payment Plans are no longer available, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a High Capacity DS3 5-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current High Capacity DS3 5-year Payment Plan term for the remainder of that term.
- (3) For Pricing Plans effective on or after November 25th, 2019 see terms in section 31.4(F) of this guidebook.
- (4) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and (N) Fiber Advantage $^{SM}$ ) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage $^{\text{SM}}$ ) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>) 3-year terms for the remainder of the applicable term.

- 31. Metropolitan Statistical Area Access Services (Cont'd)
  - 31.5 Rates and Charges (Cont'd)
    - 31.5.2 Special Access Service (Cont'd)
      - 31.5.2.9 High Capacity Service (Cont'd)

			Monthly Rate		Nonrecurring		
/ TT \	0.11	USOC	<u>Fixed</u>	<u>Per Mile</u>	<u>C</u>	Charges	
(H)	Collocation Transport 1.544 Mbps	1H48S	\$75.00	\$14.75	\$	900.00	
					Nonre	curring	
			Month	ıly Rate	Cha	rges.	
		USOC	<u>Fixed</u>	Per Mile	1st Ckt.	Addl Ckt.	_
	Fiber Advantage <sup>SM</sup>						
	1.544 Mbps <sup>(1)</sup>	1H48S	\$50.00	\$14.50	\$633.50	\$633.50	
	44.736 Mbps	1H48S					
	Month-to-Month(2)		600.00	\$41.80	2,500.00	2,500.00	
	Monthly Extension		600.00	41.80			
	1 Year <sup>(4)</sup>		410.00	19.00	2,500.00	2,500.00	
	3 Year <sup>(4)(5)</sup>		405.00	18.50	1,000.00	1,000.00	(C)
	5 Year <sup>(3)</sup>		400.00	17.50	0.00	0.00	. ,

- (1) Effective May 17, 2003, Fiber Advantage<sup>SM</sup> DS1 Rate Stability Payment Plan will no longer be available to new customers. There will be no change to existing customers. Refer to Part 14, Section 7, paragraph 7.4.11(A) for conversion options.
- (2) This option will no longer be available for new circuits provisioned on or after, November 21, 2003. There will be no change to existing
- (3) Effective on September 13, 2017, High Capacity DS3 5-year Payment Plans are no longer available, including for any otherwise available renewals, extensions or conversions. Circuits already subject to a High Capacity DS3 5-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current High Capacity DS3 5-year Payment Plan term for the remainder of that term.
- (4) For Pricing Plans effective on or after November  $25^{\rm th}$ , 2019 see terms in section 31.4(F) of this guidebook.
- (5) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>)3-year terms for the remainder of the applicable term.

(1)

356.40

369.60

ZN2

ZN3

## ACCESS SERVICE

- 31. Metropolitan Statistical Area Access Services (Cont'd)
  - 31.5 Rates and Charges (Cont'd)
    - 31.5.2 Special Access Service (Cont'd)
      - 31.5.2.9 High Capacity Service (Cont'd)

31.5.2.9.1 DS1 Term Payment Plan

Rates and charges for the DS1 Term Payment Plan  $^{(1)}$   $^{(3)}$   $^{(4)}$ 

(C)

		USOC		1 Year	2 Year	3 Year	5 Year	7 Year
(1)	Ch -	annel Te Per Poi		tion Terminatio	n			
		TMECS TMECS TMECS	ZN1 ZN2 ZN3	\$341.69 366.09 390.50	\$321.50 345.75 369.98	\$281.89 288.30 311.01	\$100.00 110.00 120.00	\$97.50 107.50 117.50
(2)	Ch -	annel Mi Fixed	lleage					
		1L5XX 1L5XX 1L5XX	ZN1 ZN2 ZN3	125.45 131.16 136.86	101.36 107.31 113.28	87.09 92.54 97.98	35.00 37.50 40.00	32.50 35.00 37.50
	- Per Mile							
		1L5XX 1L5XX 1L5XX	ZN1 ZN2 ZN3	27.95 30.23 32.51	23.85 26.23 28.62	20.13 21.23 22.31	8.50 9.00 9.25	8.25 8.75 9.00
(3)	Ce -	ntral Of Per arı		-	g DS1 to DS0	voice/digit	al <sup>(2)</sup>	
MQ1/	MQ2	2/QMU	ZN1	343.20	224.40	207.90	160.00	150.00

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

214.20

220.50

231.00

237.60

- (2) Effective November 20, 2019, this Service will no longer be available for purchase by new or existing customers, and service agreements may no longer be renewed. In addition, requests to move, add or change existing service arrangements will not be accepted. Following the expiration of a customer's existing term agreement, service will be provided on a month-to-month basis at the applicable monthly extension rates until the service is discontinued. AT&T currently plans to discontinue this Service on or after June 30, 2024.
- (3) For Pricing Plans effective on or after November  $25^{\rm th}$ , 2019 see terms in section  $31.4\,({\rm F})$  of this guidebook.
- (4) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantage<sup>SM</sup>) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage<sup>SM</sup>)3-year terms for the remainder of the applicable term.

(N)

(N)

MQ1/MQ2/QMU

MQ1/MQ2/MQU

165.00

170.00

155.00

160.00

PART 14 - Competitive BDS Services - West - CA SECTION 31 - Metropolitan Statistical Areas (MSAs)

# ACCESS SERVICE

- 31. Metropolitan Statistical Area Access Services (Cont'd)
  - 31.5 Rates and Charges (Cont'd)
    - 31.5.2 Special Access Service (Cont'd)
      - 31.5.2.9 High Capacity Service (Cont'd)

31.5.2.9.1 DS1 Term Payment Plan (Cont'd)

Rates and charges for the DS1 Term Payment Plan(1)(3)(4) (Cont'd)

(C)

- (4) Collocation Transport
  - Channel Mileage
  - Fixed

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
1H48S	\$60.00	\$47.50	\$45.00	\$40.00	\$37.50
Per Mile					
1H48S	\$14.25	\$14.00	\$10.25	\$9.25	\$9.00

- (5) Nonrecurring Charges One Time Charges (2)
  - Per point of channel termination

USOC	<u>Description</u>	Rate
TMECS	Channel Termination Nonrecurring Charge	\$900.00
1H48S	Collocation Transport Nonrecurring Charge	900.00

- (1) Effective on September 13, 2017, DS1 TPP 5- and 7-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 5- or 7-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current DS1 TPP 5- or 7-year Payment Plan term for the remainder of that term.
- (2) Channel Termination Nonrecurring Charges and Collocation Transport Nonrecurring Charges are waived on new installations of DS1 High Capacity Service with a 2, 3, 5 or 7-year DS1 TPP.
- (3) For Pricing Plans effective on or after November 25th, 2019 see terms in section 31.4(F) of this guidebook.
- (4) Effective November 1, 2022, DS1 TPP 2- and 3-year, and DS3 (High Capacity (N) and Fiber Advantage $^{SM}$ ) 3-year Payment Plans are no longer available, including conversions. Circuits already subject to a DS1 TPP 2- or 3-year or DS3 (High Capacity and Fiber Advantagesm) 3-year Payment Plan, as of November 1, 2022, will continue to be provided under the then-current DS1 TPP 2- or 3-year or DS3 High Capacity and Fiber Advantage $^{SM}$ ) 3-year terms for the remainder of the applicable term.