

SD-1.4.4 Cancellation Charges

A Customer may cancel an order for the installation of service at any time prior to notification by AT&T that service is available for the Customer's use. The Cancellation Date is the date AT&T receives written notice from the Customer that the order is to be cancelled.

When a Customer cancels an order for a new AT&T Switched Ethernet Service Customer Port Connection, cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived. Applicable cancellation charges will be calculated based on the number of calendar days between AT&T's receipt of the order and the Cancellation Date. A cancellation charge will apply on a per Port Connection basis as shown in the table below: (C)

Cancellation Charge For AT&T Switched Ethernet Service	
Cancellation Date – Calendar Days after Receipt of Order	Cancellation Charge (Per Port Connection)
0-10	\$0.00
11-30	\$0.00
31-60	\$2,000.00
61+	\$3,000.00

SD-1.4.4.1 When Cancellation Charges Do Not Apply

Cancellation charges do not apply under the following circumstances: (C)

- (1) If AT&T misses a service due date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., Force Majeure conditions); (T)
(C)
(D)
- (2) If an order is cancelled because the Customer does not agree to pay applicable Special Construction charges as described in Section SD-4.11. (T)
- (3) If AT&T requests that the Customer cancel and re-submit an order; or (N)
- (4) If the Customer cancels an order and, within 90 days after the cancellation date of that order, submits a new order for service to the same service address with bandwidth equal to or greater than the bandwidth requested in the cancelled order. Customer may be required to submit a claim for a credit for or reversal of the cancellation charge, in order to establish that the new order is related to the cancelled order and meets the criteria specified above. (N)

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Pricing (P)

P-1 Rate Elements

Except as set forth below, monthly recurring charges for AT&T Switched Ethernet Service Ports and associated Committed Information Rates are set forth in Section P-4 and vary by Port size, CIR, CoS, and term.

P-2 Ethernet Payment Plan (EPP)

To subscribe to AT&T Switched Ethernet Service, the Customer must select one of the EPP options below. The service is not available to be subscribed to on a month-to-month basis.

Ethernet Payment Plan Options				
12 Months	24 Months	36 Months	48 months	60 months

- (1) Nonrecurring charges shown in Sections P-4.1.1, P-4.1.3, P-4.1.5, P-4.2.1, P-4.2.14, and P-4.3 will be waived for Customers subscribing to new service under an EPP, and for Customers subscribing to a new EPP for an existing service, subject to Section P-2(5). For moves of service and service reconfigurations, nonrecurring charges will apply as specified in Sections P-2(6) and (7). (C)
- (2) During the Customer’s EPP term, AT&T initiated recurring rate changes (i.e., rate increases or decreases) will be automatically applied to the Customer’s EPP rates for the months remaining in the Customer’s EPP term. However, at no time during the Customer’s EPP term will rates exceed the Customer’s initial EPP rates.
- (3) When an EPP term expires, the Customer may select a new EPP term from among any EPP options which are then available to new Customers hereunder. EPP rates in effect at the time the new EPP term starts will apply. If the Customer orders such new EPP term at least 10 but not more than 90 days in advance of the existing EPP term expiration date, the new EPP term will begin immediately after the order is processed. If the Customer selects such new EPP term, but does not do so at least 10 days in advance of the existing EPP term expiration date, the Term Extension Month-to-Month Rates may apply between the expiration of the existing EPP term and the date upon which AT&T implements the new EPP term in its billing system.

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The Customer must select an EPP term for the new service at the new location. The new EPP term will be subject to the rates in effect at the time of the move. Termination liability will also apply for such a move (if the EPP term has not expired) except where all of the following conditions apply:

- The existing and new service locations must be within the same state. (C)
- The Customer's existing service must have been in place for at least 12 months.
- The Customer must select a new EPP with a term that is greater than or equal to the remainder of the existing EPP.
- Orders from the Customer to disconnect the existing service and reestablish service at the new location must be placed by the Customer and received by AT&T on the same date.
- No lapse in billing will occur for moves of service under an EPP. If the Customer requests that both the existing AT&T Switched Ethernet Service and the new AT&T Switched Ethernet Service be in service at same time, such "overlapping" service shall be provided for no more than 90 days, and all applicable charges will be billed for both services during the period of overlapping service. (C)

(7) The Customer may reconfigure service, subject to the conditions below.

For reconfigurations to a higher-capacity Customer Port Connection, from a Broadband Port to a Basic Port or PPCoS Port, or from a Basic Port to a PPCoS Port, previously waived nonrecurring charges associated with the existing service will be charged for all service components affected if such reconfiguration occurs prior to the expiration of the EPP term. An example of such upgrade would be a change from a 1 Gbps to a 10 Gbps Customer Port Connection. The Customer must select a new EPP term for the new configuration. The new EPP term will be subject to the rates in effect at the time of the reconfiguration.

EPP Termination Liability will not apply, subject to the following conditions:

- The upgraded service must be at a higher capacity than the existing service; and
- The new and existing services must be billed to the same Customer at the same Customer location; and
- The new EPP term selected must be equal to or greater than the remainder of the EPP term of the disconnected service.

4. The minimum term for the new service must be equal to or greater than the remainder of the Customer's existing EPP term.
5. The order for the new service and the disconnect order for the existing service must be placed by the Customer and received by AT&T on the same date.
6. If the Customer requests that both the existing AT&T Switched Ethernet Service and the new higher level service be in service at the same time, such "overlapping" service shall be provided for no more than 90 days, and all applicable charges will be billed for both services during the period of overlapping service.
7. Nothing in this section shall prohibit upgrades within AT&T Switched Ethernet Service as allowed under the terms contained elsewhere in this Service Guide.

(9) Conversion of DS1 and DS3 Services to AT&T Switched Ethernet Service

The replacement of interstate DS1 or DS3 special access services provided by AT&T with AT&T Switched Ethernet Service will not be deemed to be a termination or disconnection of the relevant DS1 or DS3 special access service for purposes of applying termination liability charges, provided that all of the following conditions are satisfied:

1. The length of the term commitment for the AT&T Switched Ethernet Service must be equal to or greater than the remainder of the term commitment of each DS1 or DS3 circuit being replaced.
2. Each replaced DS1 and/or DS3 special access service must:
 - Have been in service for at least twelve (12) months; and
 - Have been provided to the same End User location as the AT&T Switched Ethernet Service.
3. The Customer must issue a disconnect order for the replaced DS1 and/or DS3 special access service to be effective within ninety (90) days after the AT&T Switched Ethernet Service installation date.

For the purposes of this Section P-2(8), one AT&T Switched Ethernet Service port may replace multiple existing DS1 or DS3 special access services provided by AT&T.

P-3 Administrative Charge

The Administrative Charge is a non-recurring charge that applies for each order. The Administrative Charge will be waived for service ordered under an EPP as specified in Section P-2(1). (C)
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SECTION 4 - Pricing

P-4 Rates and Charges

P-4.1 Customer Port Connection

P-4.1.1 Customer Port Connection (Basic Port) - Nonrecurring Charges and Term Extension MTM Rates

Customer Port Connection (Basic Port) – Nonrecurring Charges and Term Extension MTM Rates				
Customer Port Connection	USOC	USOC (BellSouth Only)	Nonrecurring Charge⁽¹⁾	Term Extension MTM Rate
100 Mbps Port	EYQEX	OEM1M	\$1,925.00	\$925.00
1 Gbps Port	EYQFX	OEM1G	\$2,100.00	\$1,400.00
10 Gbps Port	EYQGX	OEMXG	\$15,750.00	\$10,500.00
100 Gbps Port	EY7AG	OEMPX	\$30,000.00	\$20,000.00
Notes:				
⁽¹⁾ Nonrecurring Charges are waived for service ordered under an EPP as specified in Section P-2(1).				

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P-4.1.2 Customer Port Connection (Basic Port) – EPP Monthly Rates

Customer Port Connection (Basic Port) – EPP Monthly Rates							
Customer Port Connection	USOC	USOC (BellSouth Only)	12 Months	24 Months	36 Months	48 Months	60 Months
100 Mbps Port	EYQEX	OEM1M	\$624.00	\$600.00	\$390.00	\$366.00	\$345.00
1 Gbps Port	EYQFX	OEM1G	\$960.00	\$920.00	\$600.00	\$590.00	\$580.00
10 Gbps Port	EYQGX	OEMXG	\$8,000.00	\$7,600.00	\$4,500.00	\$3,900.00	\$3,450.00
100 Gbps Port	EY7AG	OEMPX	\$16,000.00	\$15,000.00	\$10,000.00	\$9,000.00	\$8,000.00

P-4.1.3 Customer Port Connection (PPCoS Port) - Nonrecurring Charges and Term Extension MTM Rates

Customer Port Connection (PPCoS Port) – Nonrecurring Charges and Term Extension MTM Rates				
Customer Port Connection	USOC	USOC (BellSouth Only)	Nonrecurring Charge⁽¹⁾	Term Extension MTM Rate
100 Mbps Port	EYQLX	OEMLX	\$1,925.00	\$1295.00
1 Gbps Port	EYQMX	OEMMX	\$2,100.00	\$1,960.00
10 Gbps Port	EYQNX	OEMNX	\$15,750.00	\$12,600.00
100 Gbps Port	EY7AH	OEMQX	\$30,000.00	\$24,000.00
Notes:				
⁽¹⁾ Nonrecurring Charges are waived for service ordered under an EPP as specified in Section P-2(1).				

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P-4.1.4 Customer Port Connection (PPCoS Port) – EPP Monthly Rates

Customer Port Connection (PPCoS Port) – EPP Monthly Rates							
Customer Port Connection	USOC	USOC (BellSouth Only)	12 Months	24 Months	36 Months	48 Months	60 Months
100 Mbps Port	EYQLX	OEMLX	\$880.00	\$784.00	\$468.00	\$438.00	\$414.00
1 Gbps Port	EYQMX	OEMMX	\$1,344.00	\$1,104.00	\$820.00	\$666.00	\$612.00
10 Gbps Port	EYQNX	OEMNX	\$9,600.00	\$9,120.00	\$5,400.00	\$4,680.00	\$4,140.00
100 Gbps Port	EY7AH	OEMQX	\$19,200.00	\$18,000.00	\$12,000.00	\$10,800.00	\$9,600.00

P-4.1.5 Customer Port Connection (Broadband Port) – Nonrecurring Charges and Term Extension MTM Rates

Customer Port Connection (Broadband Port) – Nonrecurring Charges and Term Extension MTM Rates				
Customer Port Connection	USOC	USOC (BellSouth Only)	Nonrecurring Charge ⁽¹⁾	Term Extension MTM Rate
1 Gbps Port	EYQUX	OEMUX	\$1,250.00	\$280.00
Notes:				
⁽¹⁾	Nonrecurring Charges are waived for service ordered under an EPP as specified in Section P-2(1).			

P-4.1.6 Customer Port Connection (Broadband Port) – EPP Monthly Rates

Customer Port Connection (Broadband Port) – EPP Monthly Rates							
Customer Port Connection	USOC	USOC (BellSouth Only)	12 Months	24 Months	36 Months	48 Months	60 Months
1 Gbps Port	EYQUX	OEMUX	\$240.00	\$230.00	\$200.00	\$185.00	\$175.00

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P-4.2 Class of Service and Committed Information Rate

P-4.2.1 Nonrecurring Charges

Committed Information Rate (any CoS) – Nonrecurring Charges			
CIR	USOC	USOC (BellSouth Only)	Nonrecurring Charge ⁽¹⁾
2 Mbps	R6E2X	OEMO2	\$150.00
4 Mbps	R6E4X	OEMO4	\$150.00
5 Mbps	R6EAX	OEMO5	\$150.00
8 Mbps	R6E8X	OEMO8	\$150.00
10 Mbps	R6EBX	OEM1O	\$150.00
20 Mbps	R6EDX	OEM2O	\$150.00
50 Mbps	R6EHX	OEM5O	\$150.00
100 Mbps	R6ELX	OEM1H	\$150.00
150 Mbps	R6ENX	OEM1F	\$150.00
250 Mbps	R6EQX	OEM2F	\$150.00
400 Mbps	R6ESX	OEM4H	\$150.00
500 Mbps	R6ETX	OEM5H	\$150.00
600 Mbps	R6EUX	OEM6H	\$150.00
1,000 Mbps	R6EZX	OEM1T	\$150.00
2,000 Mbps	R61BX	OEM2T	\$150.00
2,500 Mbps	R61CX	OEM25	\$150.00
4,000 Mbps	R61FX	OEM4T	\$150.00
5,000 Mbps	R61HX	OEM5T	\$150.00
7,500 Mbps	R61NX	OEM75	\$150.00
9,500 Mbps	R61RX	OEM95	\$150.00
10,000 Mbps	R61SX	OEMTT	\$150.00
15,000 Mbps	R612X	OEMQB	\$150.00
20,000 Mbps	R613X	OEMQC	\$150.00
25,000 Mbps	R614X	OEMQD	\$150.00
30,000 Mbps	R615X	OEMQE	\$150.00
35,000 Mbps	R616X	OEMQF	\$150.00
40,000 Mbps	R617X	OEMQG	\$150.00
45,000 Mbps	R618X	OEMQH	\$150.00
50,000 Mbps	R619X	OEMQJ	\$150.00
60,000 Mbps	R61TX	OEMQK	\$150.00
70,000 Mbps	R61UX	OEMQL	\$150.00
80,000 Mbps	R61VX	OEMQM	\$150.00
90,000 Mbps	R61WX	OEMQN	\$150.00
100,000 Mbps	R61XX	OEMQO	\$150.00
Notes:			
⁽¹⁾	Nonrecurring Charges are waived for service ordered under an EPP as specified in Section P-2(1).		

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P-4.2.14 Broadband Speed Tier – Broadband Arrangement - Nonrecurring Charges and Term Extension MTM Rates

Broadband Speed Tier – Broadband Arrangement – Nonrecurring Charges and Term Extension MTM Rates				
Broadband Speed Tier	USOC	USOC (BellSouth Only)	Nonrecurring Charge⁽¹⁾	Term Extension MTM Rates
3Mbps Downstream - 1Mbps Upstream (Broadband only)	EYZB6	OEMB6	\$150.00	\$440.00
6Mbps Downstream - 1Mbps Upstream (Broadband only)	EYZB5	OEMB5	\$150.00	\$490.00
12Mbps Downstream - 1.5Mbps Upstream (Broadband only)	EYZB4	OEMB4	\$150.00	\$710.00
18Mbps Downstream - 1.5Mbps Upstream (Broadband only)	EYZB3	OEMB3	\$150.00	\$900.00
24Mbps Downstream - 3Mbps Upstream (Broadband only)	EYZB2	OEMB2	\$150.00	\$1,035.00
45Mbps Downstream - 6Mbps Upstream (Broadband only)	EYZB1	OEMB1	\$150.00	\$1,185.00
2Mbps Downstream - 2Mbps Upstream (Broadband only)	EYZB8	OEMB8	\$150.00	\$600.00
4Mbps Downstream - 4Mbps Upstream (Broadband only)	EYZB7	OEMB7	\$150.00	\$650.00
Notes:				
⁽¹⁾	Nonrecurring Charges are waived for service ordered under an EPP as specified in Section P-2(1).			

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ICO NNI Arrangement (ICO Trunking Arrangement) Additional Mileage									
Rate Element	USOC	SE USOC	Nonrecurring Charges ⁽¹⁾	12 Months	24 Months	36 Months	48 Months	60 Months	Term Extension MTM Rates
2 through 20 Mbps									
0 – 10 miles	JZ49E	OEMCU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11 – 25 miles	JZXTE	OEMC1	\$0.00	\$260.00	\$200.00	\$170.00	\$170.00	\$170.00	\$290.00
26 – 35 miles	JZXTH	OEMC4	\$0.00	\$420.00	\$320.00	\$270.00	\$270.00	\$270.00	\$470.00
36 – 50 miles	JZXTL	OEMC7	\$0.00	\$630.00	\$480.00	\$410.00	\$410.00	\$410.00	\$700.00
50 through 200 Mbps									
0 – 10 miles	JZ49E	OEMCU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11 – 25 miles	JZ49A	OEMC2	\$0.00	\$580.00	\$440.00	\$375.00	\$375.00	\$375.00	\$640.00
26 – 35 miles	JZ49C	OEMC5	\$0.00	\$1020.00	\$780.00	\$675.00	\$675.00	\$675.00	\$1130.00
36 – 50 miles	JZ49D	OEMC8	\$0.00	\$1660.00	\$1270.00	\$1100.00	\$1100.00	\$1100.00	\$1830.00
250 through 1, 000 Mbps									
0 – 10 miles	JZ49E	OEMCU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11 – 25 miles	JZ49B	OEMC3	\$0.00	\$2250.00	\$1730.00	\$1500.00	\$1500.00	\$1500.00	\$2480.00
26 – 35 miles	JZXTK	OEMC6	\$0.00	\$2630.00	\$2020.00	\$1750.00	\$1750.00	\$1750.00	\$2900.00
36 – 50 miles	JZXTO	OEMC9	\$0.00	\$2990.00	\$2300.00	\$2000.00	\$2000.00	\$2000.00	\$3290.00
Notes:									
(1)	Nonrecurring Charges are waived for service ordered under an EPP as specified in Section P-2(1).								

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Additional Rates and Charges				
Rate Element	USOC	USOC (BellSouth Only)	Nonrecurring Charges ⁽¹⁾	Monthly Recurring Charge
Additional MAC Addresses (per port)	M2CBX	OEMMC	\$70.00	\$5.00
Enhanced Multicast (per port)	EY7AE	OEMEM	\$0.00	\$140.00
Administrative Charge (per order)	ORCMX	ORCMX	\$51.00	NA
Notes:				
(1)	Nonrecurring Charges are waived for service ordered under an EPP as specified in Section P-2(1).			

(C)