# SD-3.1.3 Ethernet Virtual Connections (EVC)

An EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point and multipoint Customer configurations. EVCs may be established between ports located in the same LATA or in different LATAs. Standard EVCs are not billed to the Customer as a separate rate element. Each EVC is assigned a CIR and CoS that must be equal to or lower than the CIR and CoS of the Port.

- For port speeds of 100M, 1G, and 10G, EVCs can be ordered in any 1 Mbps increment up to the approved maximum EVC CIR.
- For port speed of 100G, EVC CIR can be ordered in increments as follows:
  - 1 Mbps (from 1 Mbps to 100 Mbps)
  - 10 Mbps (from 100 Mbps to 1,000 Mbps)
  - 25 Mbps (from 1,000 Mbps to 10,000 Mbps)
  - 250 Mbps (from 10,000 Mbps to 100,000 Mbps)

The default maximum EVC CIR will be 1,000 Mbps (except for point-to-point EVCs between ports in the same LATA, which allow up to 2,000 Mbps), unless otherwise approved. Requests for EVC CIR above these limits will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.

The total assigned bandwidth (sum of the CIR for all EVCs) on a single port cannot exceed the selected CIR of that port. Point-to-point EVCs must be symmetrical; the EVC CIR at each port must be the same (except when one end of a point-to-point EVC terminates on a Broadband Port<sup>(1)</sup>, in which case the end terminating on the Broadband Port<sup>(1)</sup> will not have a subscribed (CIR). For multipoint EVCs, the CIR for any EVC may be set according to the bandwidth needed at that port and does not need to be the same at all ports. Ports that do not meet SLA objectives due to overloading of traffic in a multipoint arrangement will not be eligible for the PDR SLA.

Per Customer Port Connection	EVCs
100 Mbps	Up to 8 EVCs
1 Gbps	Up to 64 EVCs
10 Gbps	Up to 508 EVCs
100 Gbps	Up to 4089 EVCs

The following chart provides the maximum number of EVCs supported for point-to-point and multipoint configurations on each Customer Port Connection:

Customers may configure EVCs as point-to-point (connecting two locations) or as multipoint (connecting three or more locations), as defined above. Point-to-point EVCs can be associated with an unlimited number of MAC addresses. Multipoint EVCs will be limited to 250 MAC addresses per EVC on each port, unless the Customer purchases the Additional MAC Addresses optional feature. For example, a port that is provisioned with 3 separate multipoint EVCs may have up to 250 MAC addresses associated with each of those EVCs, for a total of 750 MAC addresses in use on that port, but each EVC is still limited to a maximum of 250 MAC addresses.

(N)

 <sup>&</sup>lt;sup>(1)</sup> Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched (N) Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3. (N)

(N)

(N)

(N)

(N)

# SD-3.2.5 Ethernet Virtual Connections (EVC)

An EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point and multipoint Customer configurations. EVCs may be established between ports located in the same LATA or in different LATAs (due to current systems limitations, interLATA EVCs are not available at all locations or for all port types). Standard EVCs are not billed to the Customer as a separate rate element. Each EVC is assigned a CIR that must be equal to or lower than the CIR of the Port. Under the PPCoS serving arrangement, each EVC must also be given a CoS profile specifying the proportion of each desired CoS (% of each CoS) on that EVC. The CoS allocation must be within the limits of the CIR package subscribed to on that PPCoS port. EVCs can be ordered in any 1 Mbps increment up to the maximum EVC CIR of 1000 Mbps, except for point-to-point EVCs between two ports in the same LATA which have a maximum of 2000 Mbps. Requests for EVC CIR above these limits will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance. The total assigned bandwidth (sum of the CIR for all EVCs) on a single port cannot exceed the selected CIR of that port. Point-to-point EVCs must be symmetrical; the EVC CIR at each port must be the same (except when one end of a point-to-point EVC terminates on a Broadband Port<sup>(1)</sup>, in which case the end terminating on the Broadband Port<sup>(1)</sup> will not have a subscribed CIR).

For multipoint EVCs, the CIR for any EVC may be set according to the bandwidth needed at that port and does not need to be the same at all ports. Ports that do not meet SLA objectives due to overloading of traffic in a multipoint arrangement will not be eligible for the PDR SLA.

The following chart provides the maximum number of EVCs supported for point-to-point and multipoint configurations on each Customer Port Connection:

Per Customer Port Connection	EVCs
100 Mbps	Up to 8 EVCs
1 Gbps	Up to 64 EVCs
10 Gbps	Up to 508 EVCs
100 Gbps	Up to 4089 EVCs

Customers may configure EVCs as point-to-point (connecting two locations) or as multipoint (connecting three or more locations), as defined above. Point-to-point EVCs can be associated with an unlimited number of MAC addresses. Multipoint EVCs will be limited to 250 MAC addresses per multipoint EVC on each port, unless the Customer purchases the Additional MAC Addresses optional feature. MAC addresses associated with point-to-point EVCs do not count against this limit. For example, a port that is provisioned with 3 separate multipoint EVCs may have up to 250 MAC addresses associated with each of those EVCs, for a total of 750 MAC addresses in use on that port, but each EVC is still limited to a maximum of 250 MAC addresses.

<sup>(1)</sup> Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3.

### SD-3.2.6 Frame Size

AT&T Switched Ethernet Service ports will support Ethernet frame sizes up to 9126 bytes with the following exceptions:

- Ports deployed using Ethernet over copper loop transport (EoCu) will be limited to 1526 bytes.
- 100 Mbps Ports installed prior to July 2013 may be limited to 1526 bytes.

### SD-3.3 Broadband Arrangement

This type of service provides transport of data using a single, fixed class of service for each EVC. This class of service does not include any defined service parameters or SLAs (i.e., PDR, Latency, Jitter, and Network Availability).

Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched Ethernet Service to new or existing customers. After that date, AT&T will not accept move, add or change orders for Broadband Port Arrangements. Existing customers may retain their Broadband Port Arrangements for the remainder of any existing Ethernet Payment Plan or other contractual term commitments. Upon the expiration of any existing Ethernet Payment Plans or other contractual term commitments, any remaining Broadband Port Arrangements will be provided on a month-to-month basis until AT&T withdraws the Broadband Port Arrangements on or after April 30, 2022.

Broadband Arrangement cannot be used with an ENNI Port.

# SD-3.3.1 Broadband Customer Port Connection (Broadband Port)

This component provides the physical transport facilities from the Customer's premises to an Ethernet switch at an AT&T central office. The Customer Port Connection has a maximum transmission speed of 1 Gbps, and can synchronize with Customer-owned equipment at lower transmission speeds using Auto-Negotiation.

# SD-3.3.2 Broadband Speed Tiers and Class of Service (CoS)

Broadband Speed Tiers define the maximum bandwidth available on any Customer Port Connection.

Broadband Speed Tiers are offered in six asymmetric speeds (for which the downstream speed is higher than the upstream speed) and two symmetric speeds (for which the downstream and upstream speeds are the same). Broadband Speed Tiers represent the maximum downstream and upstream bandwidth that customer can achieve; however, the actual rate of transmission may vary. Therefore, Broadband Speed Tiers are not committed or guaranteed transmission rates. Broadband Ports and/or certain Broadband Speed Tiers may not be available in all areas.

Broadband Speed Tiers	(Maximum Bandwidth)
Downstream	Upstream
3 Mbps	1 Mbps
6 Mbps	1 Mbps
12 Mbps	1.5 Mbps
18 Mbps	1.5 Mbps
24 Mbps	3 Mbps
45 Mbps	6 Mbps
2 Mbps	2 Mbps
4 Mbps	4 Mbps

PART 1 - Service Guide SECTION 2 - Service Description

The Customer must select a Broadband Speed Tier for each Broadband Port<sup>(1)</sup>. Broadband Ports<sup>(1)</sup> are offered with a single CoS, as follows:

Broadband Basic CoS - Intended for non-critical business applications with more tolerance for delay and availability. This CoS does not include any specified service parameters or SLAs (including PDR, Latency, Jitter, or Network Availability).

# SD-3.3.3 Ethernet Virtual Connections (EVC)

An EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point and multipoint Customer configurations. Standard EVCs are not billed to the Customer as a separate rate element.

Each EVC terminating on a Broadband Port<sup>(1)</sup> is capable of transmitting the full bandwidth of the (N) Broadband Speed Tier; however, the aggregate transmission rate of all EVCs on that port cannot exceed the Broadband Speed Tier. The distant end port may be Broadband<sup>(1)</sup>, Basic, or (N) PPCoS Port. An EVC connecting a Broadband Port<sup>(1)</sup> to a Basic or a PPCoS Port must have a CIR assigned to it at the end of the EVC terminating on the Basic or PPCoS Port. The Customer is responsible for allocating an appropriate amount of bandwidth to each EVC and for shaping traffic so as not to exceed the amount of traffic that the Broadband Port<sup>(1)</sup> and distant (N) end port(s) can receive.

Every EVC must be assigned a CoS at each port on which it terminates. At each such port, the EVC's CoS must be one of the CoS supported by that port; e.g., an EVC that connects a Broadband Port<sup>(1)</sup> and a Basic Port must be assigned the Broadband Basic CoS at the (N) Broadband Port<sup>(1)</sup> and, at the Basic Port, must be assigned one of the CoS supported by a (N) Basic Port.

A Broadband Port can support a maximum of eight (8) EVCs.

Customers should connect to a Broadband Port<sup>(1)</sup> using a routing device rather than an Ethernet (N) hub, bridge or switch. Only 64 MAC addresses will be available per Broadband Port<sup>(1)</sup>. If the (N) Customer transmits more than 64 MAC addresses and creates an impairment to services provided by AT&T to the Customer or any third party, AT&T may temporarily discontinue the Customer's service. During such period of temporary discontinuance, the credit allowance for service interruptions as set forth in Section SLA-3 is not applicable and AT&T will continue to bill the service. If Customer has not corrected impairment within 60 days after temporary discontinuance, AT&T may terminate the service by written notice to Customer.

# SD-3.3.4 Frame Size

Broadband Ports<sup>(1)</sup> can support Ethernet frame sizes up to 1522 bytes. (N)

(1) Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched (N) Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3. (N)

# **SD-4 Optional Features and Functions**

#### **SD-4.1 Regenerator**

Regenerators provide detection and retransmission of Ethernet signals and are used to provide service when the distance to an Ethernet switch exceeds otherwise applicable design limits. AT&T will determine whether regenerators are needed and what transport medium and equipment will be used to provide regeneration. Regenerators are available on a per-port basis and are available for 100 Mbps, 1 Gbps, 10 Gbps and 100 Gbps ports.

Regenerators are not available with Broadband Ports<sup>(1)</sup>.

(N)

### SD-4.2 Additional MAC Addresses

The Additional MAC Address feature is offered on a per port basis. When a Customer subscribes to this feature, the MAC address limit associated with multipoint EVCs (as shown in Sections SD-3.1.3 and SD-3.2.5) shall be increased from 250 to 500 for each multipoint EVC present on that port.

A nonrecurring charge and monthly charge shall apply per port for increasing the MAC address limit to 500 MAC addresses per Multipoint EVC.

The Additional MAC Address feature is not available with Broadband Ports<sup>(1)</sup>.

(N)

## SD-4.3 AT&T BusinessDirect® Customer Network Management

The AT&T BusinessDirect<sup>®</sup> web portal offers a Customer network management feature to all Customers subscribing to AT&T Switched Ethernet Service at no additional charge. Available functions include network inventory map, performance reporting, and maintenance. Customers must have a web interface to access and monitor their network using the AT&T BusinessDirect<sup>®</sup> web portal.

### SD-4.4 Alternate Serving Switch

The Alternate Serving Switch option allows Customers to order AT&T Switched Ethernet Service from an AT&T Switched Ethernet Service switch that is different from the AT&T Switched Ethernet Service switch that would normally serve the Customer's premises. The Alternate Serving Switch charges apply for mileage measured between the AT&T Switched Ethernet Service alternate switch wire center and the Customer's premises serving wire center. Monthly rates apply for mileage from the alternate AT&T Switched Ethernet Service switch to the Customer's premises serving wire center and are based on design and will be determined at the time of order.

The Alternate Serving Switch feature is not available with Broadband Ports<sup>(1)</sup>. (N)

 <sup>(1)</sup> Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched (N) Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3. (N)

#### **SD-4.5 Diverse Access**

Diverse Access is a feature that provides transmission paths, which are diverse from each other as provided in this Section, between two designated AT&T Switched Ethernet Service Port Connections at the same Customer premises and an AT&T Switched Ethernet Service switch. These two designated Port Connections must be purchased by the same Customer, and must be either 1 Gbps, 10 Gbps or 100 Gbps. Customers purchasing Diverse Access will be charged a Diverse Access feature charge associated with each of the two designated Port Connections.

Each designated Port Connection will be provisioned on different Network Terminating Equipment (NTE). The fiber path from each designated Port Connection to the AT&T Switched Ethernet Service serving switch will be diverse from the path for the other designated Port Connection, from the closest available point of divergence (e.g., the closest manhole to the Customer premises or the closest Serving Wire Center to the Customer premises) and, where alternate switches are available, will be terminated on a different AT&T Switched Ethernet Service switch. In the event of an outage affecting one of the designated Port Connections, the Customer will be responsible for re-routing their traffic to the other designated Port Connection.

Diverse Access does not include construction of dual entrance facilities. If a Customer desires dual entrance facilities and they do not currently exist, arrangements must be made for constructing dual entrance facilities at the Customer's expense.

The Diverse Access feature is not available with Broadband Ports<sup>(1)</sup>.

(N)

(N)

(1) Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3.

# SD-4.6 Advanced Access Failover

Advanced Access Failover (AAF) is designed to provide automatic failover to a redundant facility in the event of a failure of a protected facility.

When a port is ordered with an AAF serving arrangement, it will be constructed with a single Customer interface, but with additional facilities within the network. There will be two fiber pairs (instead of the normal single pair) connecting the Network Terminating Equipment (NTE) to two different core Ethernet switches in the AT&T Switched Ethernet core network. These two fiber pairs will be diverse from each other from the closest available point of divergence (e.g., the closest manhole to the Customer premises or the closest Serving Wire Center to the Customer premises). The two facilities will operate in a "hot/standby" arrangement where "hot" represents the actively used transmission path and "standby" represents an alternate path that is unused until needed. In the event the AT&T Switched Ethernet Service network senses a disruption to a diverse portion of the facilities, it will automatically failover from the hot path to the standby path, and the Ethernet Virtual Connections (EVCs) associated with that port will continue to operate over the standby path.

Notwithstanding the previous paragraph, under certain circumstances, the standby path may become unavailable, preventing AAF from functioning properly. AT&T's monitoring of AAF arrangements may not detect all potential failures of standby paths, and AT&T does not guarantee standby path availability in case of a disruption of a hot path. Customers may use AT&T Express Ticketing (available at <u>https://expressticketing.acss.att.com/expressticketing/</u>) to check the status of an AAF arrangement, including the availability of standby paths. If AT&T Express Ticketing identifies an issue with an AAF arrangement, the system will generate a trouble ticket regarding the issue. AT&T recommends that Customers use AT&T Express Ticketing to check their AAF arrangements periodically, and Customers may do so as often as they wish. AT&T is not liable for any service disruptions due to the unavailability of a standby path.

AAF does not include construction of dual entrance facilities. If a Customer desires dual entrance facilities and they do not currently exist, arrangements must be made for constructing dual entrance facilities at the Customer's expense.

AAF is available only for 1 Gbps, 10 Gbps or 100 Gbps Customer Port Connections and is ordered on a per port basis.

The Advanced Access Failover feature is not available with Broadband Ports<sup>(1)</sup> or ENNI Ports. (N)

 <sup>(1)</sup> Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched (N) Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3. (N)

## SD-4.7 Enhanced Multicast

The Enhanced Multicast feature allows the broadcast, unknown unicast, multicast (BUM) traffic limit associated with multipoint EVCs to be increased from 2 Mbps to 30 Mbps per EVC. The Enhanced Multicast feature is offered on a per port basis. Once the feature is ordered on a port, each multipoint EVC on that port may be provisioned to allow up to 30 Mbps of combined BUM traffic, orderable in 1 Mbps increments. Multipoint EVC orders for such ports that do not specify a higher limit as allowed under this feature will be limited to the standard default of 2 Mbps BUM limit. Monthly rates apply to each port provisioned with the feature. An additional charge will apply for adding or removing the Enhanced Multicast Feature on an existing port.

The Enhanced Multicast feature for Broadband Ports<sup>(1)</sup> applies only to Broadband Speed Tiers (N) of 24Mbps Downstream - 3Mbps Upstream, 45Mbps Downstream - 6Mbps Upstream, and 4Mbps Downstream - 4Mbps Upstream.

The Enhanced Multicast feature is not available for EVCs terminating to ENNI Ports.

### **SD-4.8 Meet Point Arrangements**

In some cases, AT&T and an unaffiliated Incumbent Local Exchange Carrier (ILEC, sometimes also referred to as an Independent Company or ICO) may agree to jointly provide an Ethernet service where such service will be provided to locations in both AT&T's and the ILEC's serving territories within the same LATA. In such cases, AT&T and the other ILEC may mutually agree to meet at a location (i.e., meet point) within the LATA utilizing facilities suitable for delivery of AT&T Switched Ethernet Service. The rates and charges for AT&T Switched Ethernet Service are applicable for the AT&T provided portion of such service. AT&T is responsible for the ordering, provisioning, billing and maintenance of such AT&T Switched Ethernet Service up to the meet point.

Meet point arrangements, where available, may be offered in two configurations:

- Direct LEC is a dedicated AT&T Switched Ethernet Service port connection that provides connectivity from an AT&T Ethernet switch to a meet point with the other service provider. In addition to port, CIR and any other rates and charges applicable to the AT&T Switched Ethernet Service, Direct LEC Additional Mileage charges will apply based on the airline distance measured from the meet point to the wire center in which the Ethernet switch for AT&T Switched Ethernet Service is located. Mileage is provided in four mileage bands up to 50 miles. DirectLEC is not available with Broadband Ports<sup>(1)</sup>.
- ICO NNI Arrangement (ICO Trunking Arrangement) provides a shared trunk connection from the AT&T Switched Ethernet Service switch to the meet point that is then connected to the ILEC (ICO) Ethernet switch, for purposes of providing multiple Ethernet Virtual Connections (EVCs) for the same or different Customers over this shared facility. The ICO Trunk Connection charge is applied to each EVC that is transported on the ICO Trunking Arrangement. The Additional Mileage rate is based on the distance measured from the AT&T Switched Ethernet Service switch to the meet point for mileage that exceeds 10 miles and is applicable to each ICO Trunking Arrangement EVC transported across the shared facility. EPP monthly rates apply for each EVC provisioned on the ICO NNI Arrangement.

ICO Meet Point Arrangements are not available for EVCs terminating to ENNI Ports.

(1) Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3.

(N)

(N)

IntraLATA Latency, Jitter and Packet Delivery Rate (PDR)

IntraLATA Latency, Jitter and Packet Delivery Rate (PDR) will be measured by averaging sample measurements taken during a calendar month between the NTE to which the Customer ports are attached (i.e., end to end), when the AT&T Switched Ethernet Service network is available for use by the End User. The IntraLATA SLA service parameters are based on a LATA-wide average of the Customer's one-way traffic traversing the NTE and the network within each applicable LATA. The committed level for IntraLATA Latency and Jitter is to be not more than, and for PDR is to be not less than, the levels set forth in the IntraLATA SLA table below. For any failure of the IntraLATA Latency, Jitter or PDR SLA, the "affected ports" will be those which were connected with intraLATA EVCs during the month for which the Customer has requested an SLA credit.

	Se	Service Measurement <sup>(1)</sup>						
		Packet Delivery Rate						
Class of Service	Latency (one-way)	Jitter	(PDR)					
Real Time	5 ms	3 ms	99.995%					
Interactive	13 ms	10 ms	99.95%					
Business Critical – High	20 ms	N/A	99.9%					
Business Critical –	30 ms	N/A	99.9%					
Medium								
Non-Critical High	37 ms	N/A	99.5%					
Non-Critical Low	N/A	N/A	N/A					
(This CoS is only offered								
as part of the PPCoS								
Package)								
Broadband <sup>(2)</sup> Basic	N/A	N/A	N/A					

The following table displays the CoS IntraLATA SLA service parameters:

(N)

<sup>(1)</sup> Measured performance will be rounded to the decimal place indicated in the table. For example, 5.49 ms will be rounded down to 5 ms; and 5.50 ms will be rounded up to 6 ms.

 <sup>(2)</sup> Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched (N) Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3. (N)

# InterLATA Latency, Jitter and Packet Delivery Rate (PDR)

InterLATA Latency, Jitter and Packet Delivery Rate (PDR) will be calculated by averaging sample measurements taken during a calendar month between city pairs on the AT&T core network. Those city pairs are not necessarily representative of Customer's service locations. Measurements will reflect the performance of the AT&T core (interLATA Ethernet) network only, as reported in AT&T Global Performance Reporting systems or such other source as AT&T may designate. Measurements will reflect performance between AT&T core network Ethernet switches in each measured LATA and will not include local transport or backhaul segments. The InterLATA SLA target for Latency and Jitter are to be not more than, and for PDR is to be not less than, the levels set forth in the InterLATA SLA table below. For any failure of the InterLATA Latency, Jitter or PDR SLA, the "affected ports" will be those which were connected with InterLATA EVCs during the month for which the Customer has requested an SLA credit.

The following table displays the CoS InterLATA SLA service parameters:

	Service Measurement <sup>(1)</sup>						
	Latency	Packet Delivery Rate					
Class of Service	(round trip)	Jitter	(PDR)				
Real Time	37 ms	3 ms	99.95%				
Interactive	37 ms	10 ms	99.95%				
Business Critical – High	37 ms	N/A	99.9%				
Business Critical –	37 ms	N/A	99.9%				
Medium							
Non-Critical High	37 ms	N/A	99.5%				
Non-Critical Low	N/A	N/A	N/A				
(This CoS is only offered							
as part of the PPCoS							
Package)							
Broadband <sup>(2)</sup> Basic	N/A	N/A	N/A				

(N)

- <sup>(1)</sup> Measured performance will be rounded to the decimal place indicated in the table. For example, 5.49 ms will be rounded down to 5 ms; and 5.50 ms will be rounded up to 6 ms.
- <sup>(2)</sup> Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched (N) Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3. (N)

SECTION 3 - Service Level Agreement

# SLA-2 Network Availability SLA

The SLA service parameter for Network Availability is to be not less than 99.99% for all Customer ports and Classes of Service, excluding Broadband Ports<sup>(2)</sup>. Network Availability will (N) be calculated as the percentage of time during a month that the network is capable of accepting and delivering Customer data during the measurement period.

Network Availability includes the Ethernet core network and the local loop. Network outage time during maintenance windows will be excluded from Network Availability calculations.

The calculation for Network Availability for a given month is as follows:

Network Availability<sup>(1)</sup> = [(24 hours x days in the month x 60 minutes x number of Customer ports in the LATA) – network outage time] / (24 hours x days in the month x 60 minutes x number of Customer ports in the LATA)

The Customer shall (1) notify AT&T within 45 days after the end of any calendar month for which Network Availability fails to meet the committed level, and (2) request a service credit. Upon verification by AT&T that actual service performance for Network Availability failed to meet the committed level, AT&T will issue a credit to the Customer in an amount equal to 10 percent of the Monthly Recurring Charge (MRC) for all Customer ports in the LATA.

### SLA-3 Credit Allowance for Service Interruptions

Service is considered to be interrupted when it becomes unusable because of a failure of a facility component used to furnish service under this Service Guide. The interruption must result in the complete loss of such service. An interruption period starts when an inoperative service is reported to AT&T and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall be calculated based on the applicable monthly rate for the port (or ports) which were interrupted, including the other rate elements associated with that port (CIR, repeater, etc.). No credit shall be applicable to other ports on the network that were uninterrupted, even if they were unable to connect to an interrupted port.

No credit shall be allowed for an interruption period of less than 30 minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30-minute interruption.

<sup>&</sup>lt;sup>(1)</sup> Measured performance will be rounded to the nearest hundredth (decimal place). For example, 99.985% will be rounded to 99.99%.

 <sup>(2)</sup> Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched (N) Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3. (N)

#### SECTION 3 - Service Level Agreement

# **SLA-4 SLA Exclusions**

The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

- Any cause beyond AT&T's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;
- Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than AT&T;
- Interruptions caused by the negligence of the Customer or End User;
- Interruptions of a service during any period in which AT&T is not afforded access to the premises where the service is terminated;
- When AT&T and the Customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit does not apply during the negotiated time of release;
- Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis;
- Data loss during AT&T's scheduled maintenance windows;
- Data exceeding subscribed CIR; or
- Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.

# SLA-5 SLA Other Terms and Conditions

EVCs with Real Time CoS on ports served via Ethernet over Copper (EoCu) loop media are excluded from calculations that determine whether the intraLATA Latency SLA is met.

IntraLATA EVCs with Real Time CoS between ports that are connected with an inter-Central Office facilities path extending more than 200 miles or those with EVC CIRs in excess of 1000 Mbps and/or using a PPCoS serving arrangement with a package exceeding 1000 Mbps Real Time are not subject to the Real Time Latency SLA and are excluded from calculations that determine whether the intraLATA Latency SLA is met.

EVCs connecting Basic or PPCoS Ports to Broadband Ports<sup>(1)</sup> are not subject to Class of (N) Service SLAs and are excluded from calculations that determine whether the SLAs are met.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100 percent of the monthly recurring charge for the port and associated rate elements.

 <sup>(1)</sup> Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched (N) Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3. (N)

#### **SECTION 4 - Pricing**

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

For reconfigurations to a higher speed Customer Port Connection without a change in port type, from a Broadband Port<sup>(1)</sup> to a Basic Port or PPCoS Port, or from a Basic Port (N) 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 during an 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 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.

If the reconfigured service is under an EPP term, termination liability will apply, except where all of the following conditions are met:

- 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 Customer must select a new EPP term with a term that is equal to or greater than the remainder of the EPP term of the disconnected service.

For reconfigurations to a lower capacity of the Customer Port Connection, for example, from a PPCoS Port or Basic Port to a Broadband Port<sup>(1)</sup>, from a PPCoS Port to a Basic (N) Port, EPP Termination Liability and nonrecurring charges will apply, as set forth in Section P-2(5), to all service components affected. An example of such a downgrade would be a change from a 1 Gbps to 100 Mbps Customer Port Connection. The Customer must select a new EPP term for the reconfigured service. The new EPP term will be subject to the rates in effect at the time of the reconfiguration.

Reconfigurations that require changes to the CoS, PPCoS Package, Broadband Speed Tier, or CIR are subject to the nonrecurring charges associated with the new CoS, PPCoS Package, Broadband Speed Tier, or CIR service components. EPP Termination Liability will not apply to such reconfigurations. The term effective dates associated with the Customer Port Connection shall apply to the associated CIR/CoS or Broadband Speed Tier. For example, a Customer with a 60-month term on original port and CIR configuration may change the CIR in month 48, while still keeping the original EPP expiration date associated with both port and CIR.

 <sup>(1)</sup> Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched (N) Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3. (N)

#### SECTION 4 - Pricing

# **P-4 Rates and Charges**

# P-4.1 Customer Port Connection

#### P-4.1.1 Customer Port Connection (All Port Types) - Nonrecurring Charges and Term Extension MTM Rates

	Customer Port Connection – Nonrecurring Charges and Term Extension MTM Rates							
Port Type	Customer Port Connection	Term Extension MTM Rate						
Basic Port	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	EY7AG OEMPX		\$20,000.00			
PPCoS Port	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			
Broadband Port <sup>(2)</sup>	1 Gbps Port	EYQUX	OEMUX	\$1,250.00	\$280.00			
ENNI Port	10 Gbps Port EYQGX OEMXG \$15,750.00 \$10,500.0							
Notes:	<sup>(1)</sup> Nonrecurring Charges are waived for service ordered under an EPP as specified in Section 4, P-2(1).							

(N)

## P-4.1.2 Customer Port Connection (PPCoS Port) - Nonrecurring Charges and Term Extension MTM Rates

	Customer Port Connection – EPP Monthly Rates										
	Customer Port Connection	USOC	USOC (BellSout h Only)	12 Months	24 Months	36 Months	48 Months	60 Months			
Basic Port	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			
PPCoS Port	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			
Broadband Port <sup>(2)</sup>	1 Gbps Port	EYQUX	OEMUX	\$240.00	\$230.00	\$200.00	\$185.00	\$175.00			
ENNI Port	10 Gbps Port	EYQGX	OEMXG	\$8,000.00	\$7,600.00	\$4,500.00	\$3,900.00	\$3,450.00			

(N)

(N)

(N)

(2) Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3.

(N)

#### **SECTION 4 - Pricing**

#### P-4.2.10 Broadband Speed Tier – Broadband Arrangement - Nonrecurring Charges and Term Extension MTM Rates

Broadband Speed Tier – Broadband Arrangement <sup>(2)</sup> – Nonrecurring Charges and Term Extension MTM Rates								
Broadband Speed Tier	USOC	USOC (BellSouth Only)	Nonrecurring Charge <sup>(1)</sup>	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) Nonre an EPP a	ecurring Charges as specified in S	s are waived for servi Section 4, P-2(1).	ce ordered under				

(2) Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched (N) Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3. (N)

(N)

#### SECTION 4 - Pricing

Broadband Speed Tier – Broadband Arrangement <sup>(1)</sup> – EPP Monthly Rates									
Broadband Speed Tier	USOC	USOC (BellSouth Only)	12 Months	24 Months	36 Months	48 Months	60 Months		
3Mbps Downstream/ 1Mbps Upstream	EYZB6	OEMB6	\$415.00	\$140.00	\$125.00	\$125.00	\$125.00		
6Mbps Downstream/ 1Mbps Upstream	EYZB5	OEMB5	\$465.00	\$190.00	\$175.00	\$175.00	\$175.00		
12Mbps Downstream/ 1.5Mbps Upstream	EYZB4	OEMB4	\$685.00	\$360.00	\$325.00	\$325.00	\$325.00		
18Mbps Downstream/ 1.5Mbps Upstream	EYZB3	OEMB3	\$850.00	\$525.00	\$475.00	\$475.00	\$475.00		
24Mbps Downstream/ 3Mbps Upstream	EYZB2	OEMB2	\$985.00	\$660.00	\$600.00	\$600.00	\$600.00		
45Mbps Downstream/ 6Mbps Upstream	EYZB1	OEMB1	\$1,125.00	\$800.00	\$725.00	\$725.00	\$725.00		
2Mbps Downstream/ 2Mbps Upstream	EYZB8	OEMB8	\$575.00	\$250.00	\$225.00	\$225.00	\$225.00		
4Mbps Downstream/ 4Mbps Upstream	EYZB7	OEMB7	\$625.00	\$300.00	\$275.00	\$275.00	\$275.00		

#### P-4.2.11 Broadband Speed Tier – Broadband Arrangement – EPP Monthly Rates

#### P-4.2.12 Class of Service and Committed Information Rate – ENNI Arrangement – Term Extension MTM Rates

Class of Service and Committed Information Rate – ENNI Arrangement – Term Extension MTM Rates									
CIR	USOC USOC Business Business   CIR USOC Real Time Interactive Business Critical –   High Medium High								
1,000 Mbps	R6EZX	OEM1T	\$5,550.00	\$4,820.00	\$4,500.00	\$4,180.00	\$3,980.00		
2,000 Mbps	R61BX	OEM2T	\$7,909.00	\$7,399.00	\$7,151.00	\$6,902.00	\$6,560.00		
2,500 Mbps	R61CX	OEM25	\$9,491.00	\$8,863.00	\$8,569.00	\$8,275.00	\$7,870.00		
4,000 Mbps	R61FX	OEM4T	\$11,203.00	\$10,471.00	\$10,125.00	\$9,778.00	\$9,290.00		
5,000 Mbps	R61HX	OEM5T	\$13,177.00	\$12,314.00	\$11,909.00	\$11,504.00	\$10,930.00		
7,500 Mbps	R61NX	OEM75	\$17,308.00	\$16,170.00	\$15,634.00	\$15,099.00	\$14,350.00		
9,500 Mbps	R61RX	OEM95	\$20,602.00	\$19,242.00	\$18,608.00	\$17,974.00	\$17,080.00		
10,000 Mbps	R61SX	OEMTT	\$21,412.00	\$20,014.00	\$19,353.00	\$18,693.00	\$17,760.00		

(1) Effective September 4, 2020, AT&T will no longer offer the Broadband Port Arrangement for AT&T Switched Ethernet Service to new or existing customers. Refer to Section 2, SD 3.3.