

**Service Description for AT&T Entrance Facility Construction
For AT&T Switched Ethernet Servicesm**

This Service Description shall be deemed to be a Service Publication under Customer’s Agreement.

AT&T will provide Entrance Facility Construction (“EFC”) described in this Service Description at Customer Sites for eligible Customers who order EFC in connection with the purchase of AT&T Switched Ethernet Servicesm at such Sites from any of the following AT&T service providers:

AT&T Alabama	AT&T Indiana	AT&T Missouri	AT&T Tennessee
AT&T Arkansas	AT&T Kansas	AT&T Nevada	AT&T Texas
AT&T California	AT&T Kentucky	AT&T North Carolina	AT&T Wisconsin
AT&T Florida	AT&T Louisiana	AT&T Ohio	
AT&T Georgia	AT&T Michigan	AT&T Oklahoma	
AT&T Illinois	AT&T Mississippi	AT&T South Carolina	

If AT&T determines that a Customer site is eligible for construction of conduit or other support structures or physical pathway (“Entrance Facility”), AT&T will construct the Entrance Facility consistent with the terms and conditions set forth below. Eligibility for EFC is limited to new AT&T Switched Ethernet Service orders placed in AT&T ordering systems (and excludes move or change orders). For orders placed on or after June 10, 2019, AT&T provides EFC at no charge.

EFC available under this Service Description consists of conduit, other support structures or physical pathway necessary for the installation of AT&T Switched Ethernet circuit from the property line of the premises where the entrance facility is to be constructed (“Premises”) to the Minimum Point of Entry (“MPOE”) of the building (“Building”) where the Network Terminating Equipment (“NTE”) is located, and includes the following:

- Entrance Facility required to provision AT&T Switched Ethernet Service from the property line of the Premises to the MPOE, the route length of which shall not exceed 1,000 feet;
- Core drilling and weatherproofing of the Entrance Facility;
- Interior Raceway/support structure if required for placement of AT&T-provided NTE;
- Backboard for mounting NTE; and
- Dedicated power outlet and ground for NTE.

Customer’s responsibilities for EFC include the following:

- Customer must arrange for a Site visit within ten (10) days after initial contact by AT&T to perform a Site visit for EFC eligibility.
- Upon completion of installation of an Entrance Facility, AT&T will have no ownership or further responsibility for the Entrance Facility; Customer and/or the Building/Premises owner(s), as applicable, will own and be responsible for the Entrance Facility.
- Customer must secure all necessary third-party (e.g., landlord, Building/Premises owner(s)) approvals for AT&T to provide EFC.
- Customer must provide AT&T with copies of AT&T System Permission Form(s) (“SPF”) fully and appropriately executed by the Building/Premises owner(s) (or authorized representative(s)), where

necessary, within ten (10) business days after the SPF(s) has/have been presented to the Building/Premises owner(s) (or authorized representative(s)) by AT&T. If Customer fails to do so, AT&T will not be responsible for any resulting delay in the installation of AT&T Switched Ethernet Service, and Customer shall be responsible for providing or arranging for the provision of the necessary Entrance Facility at its own expense.

- Customer must ensure that the Premises provides a safe working environment, free of Hazardous Materials and reasonably suitable for the EFC. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety.
- If Customer cancels AT&T Switched Ethernet Service at an eligible Customer Site prior to its Cutover date (completion of installation), AT&T is not obligated to complete work on EFC, and Customer agrees to compensate AT&T for all of AT&T's costs associated with providing EFC incurred up through the date of cancellation, regardless of whether the construction thereof has been completed.

AT&T is not responsible under this EFC offering for:

- Performing work at a location that is not a suitable and safe working environment or handling, removing or disposing of Hazardous Materials;
- Installing any wire, cable or other network facilities; or
- Providing EFC at locations where AT&T determines that EFC would be unduly expensive or not feasible.

EFC is an unregulated construction activity. AT&T may, in its sole discretion, determine whether it will provide EFC to any Customer. If AT&T provides EFC, it will perform the EFC in a good and workmanlike manner.

Except as expressly set forth herein, AT&T: (1) makes no representations or warranties, express or implied; (2) specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title or non-infringement, and any warranty arising by usage of trade or by course of dealing; and, (3) has no responsibility to maintain, update, repair, replace, de-install, or remove installed facilities.

This offer is not available to Customer Sites:

- With non-standard access designs (for example, diversity or dual entrance facilities);
- That are subject to separate entrance facility construction agreements;
- That are collocation or Point Of Presence (POP) locations;
- That are residential locations; or
- Where the Building or the Premises is still under construction.