

TC Systems, Inc.
P.S.C. No. 7 -- Telephone
Access Services
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Section 8
Leaf No. 1
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8. AT&T SWITCHED ETHERNET SERVICEsm

AT&T Switched Ethernet Service is a switched Ethernet transport service providing Ethernet transport functionality using fiber and a switched Ethernet core network.

AT&T Switched Ethernet Service provides full duplex transport of data signals between a Customer's Site and an Ethernet switch in an AT&T office.

AT&T Switched Ethernet Service may be purchased by both Carriers and End Users. AT&T reserves the right to make individualized decisions regarding the provision of AT&T Switched Ethernet Service to individual customers. AT&T may negotiate the specific prices and terms for AT&T Switched Ethernet Service for each individual customer.

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The following General Regulations found in Section 2 do not apply to AT&T Switched Ethernet Service:

<u>Section</u>	<u>Description</u>
2.1.2 E	Limitations
2.1.8 A	Refusal and Discontinuance of Service
2.4.1	Description of Rates and Charges
2.4.5	Credit Allowance for Service Interruptions
2.4.8	Ordering, Rating and Billing of Access Services Where More Than One Local Telephone Company is Involved
2.4.11	Moves, Adds, and Changes
2.8	Service Availability and Rating Information
2.12	Automatic Number Identification Terms and Conditions
2.13	Ordering Options for Access Services

8.1 Service Description

AT&T Switched Ethernet Service is a switched Ethernet transport service providing Ethernet transport functionality using fiber access facilities and a switched Ethernet core network. AT&T shall determine the interface specifications for AT&T Switched Ethernet Service in its sole discretion. Customers may obtain the interface specifications from their account representatives. AT&T Switched Ethernet Service provides full duplex transport of data signals between a Customer's premises and an Ethernet switch. Hereinafter, the phrase "Customer's premises" and "Customer location" (or similar terms) shall be construed to include an end user's premises, as appropriate in the context, where the Customer is a Wholesale Customer and service is terminated at the premises of an end user that is not the Customer of record of AT&T.

AT&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-to-multipoint configurations. Point-to-point service provides a connection between two ports. Point-to-multipoint service provides multiple point-to-point connections to multiple ports in the network. Multipoint-to-multipoint service provides a connection between three or more designated ports on the AT&T Switched Ethernet Service network. Where facilities are not available, facilities may be constructed, subject to certain conditions as determined by AT&T. Special Construction charges may apply.

AT&T Switched Ethernet Service will be provisioned using the service components described below. AT&T Switched Ethernet Service is available in a Basic Service Arrangement and Basic Ports described below.

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8.2 Geographic Availability

AT&T Switched Ethernet Service provides IntraLATA transport service where suitable equipment and facilities are available in selected areas within the state.

8.3 Service Components

AT&T Switched Ethernet Service will be provisioned using the following service components for a Basic Service Arrangement. This type of service provides transport of data using a fixed class of service for each Ethernet virtual connection.

8.3.1 Basic Customer Port Connection (Basic Port)

This component provides the physical transport facilities from the Customer's premises to an Ethernet switch at the AT&T office. The Basic Port is available at transmission speeds of 100 Mbps, 1 Gbps and 10 Gbps.

Speeds	
Basic Customer Port Connection	CIR Bandwidth Supported
100 Mbps	2 Mbps – 100 Mbps
1 Gbps	2 Mbps – 1,000 Mbps
10 Gbps	1,000 Mbps – 10,000 Mbps

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8.3 SERVICE COMPONENTS (continued)

8.3.2 Committed Information Rate (CIR) and Class of Service (CoS)

CIR, sometimes referred to as the “Logical Channel” of the port, provides the bandwidth available on a Basic Customer Port Connection. CIR is available per Basic Customer Port Connection in increments ranging from 2 Mbps to 10,000 Mbps. CIR is offered with multiple choices for CoS. CoS establishes the performance characteristics of the network that are suitable for certain applications. Each Basic Customer Port Connection has a single CIR and CoS associated with it. CoS options are listed as a hierarchy, from “highest” to “lowest” based on network prioritization and performance as follows:

A. Real-Time

Supports applications that require minimal loss, are latency-sensitive and require low latency variation (jitter), including voice and video. The service parameters associated with Real-Time CoS are Packet Delivery Rate (PDR), Latency, Jitter, and Network Availability.

B. Interactive

Supports high-priority business data applications or jitter-sensitive applications such as voice and video. The service parameters associated with Interactive CoS are PDR, Latency, Jitter, and Network Availability.

C. Business Critical-High

Supports most business data applications with moderate tolerance for delay and which are more sensitive to jitter, and have a higher priority than Business Critical-Medium. The service parameters associated with Business Critical-High CoS are PDR, Latency, and Network Availability.

D. Business Critical-Medium

Supports most business data applications with moderate tolerance for delay and which are less sensitive to jitter. The service parameters associated with Business Critical-Medium CoS are PDR, Latency, and Network Availability.

E. Non-Critical High

Supports low priority business applications with more tolerance for delay and availability. The service parameters associated with Non-Critical High CoS are PDR, Latency, and Network Availability.

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8.3 Service Components (continued)

8.3.3 Ethernet Virtual Circuits (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 is assigned a CIR and CoS that must be equal to or lower than the CIR and CoS of the Port. Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1000 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. 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 aggregate assigned CIR for all EVCs between any two Basic Customer Port Connections cannot exceed either: 2000 Mbps (for point-to-point EVCs) or 1000 Mbps (for multipoint EVCs), except when approved on an Individual Case Basis. The following chart provides the maximum number of EVCs supported for both point-to-point and multipoint configurations on each Basic Customer Port Connection:

Maximum Number of EVCs on each Basic Customer Port Connection	
Per Basic Customer Port Connection	EVCs
100 Mbps	Up to 8 EVCs
1 Gbps	Up to 64 EVCs
10 Gbps	Up to 508 EVCs

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8.3 Service Components (continued)

8.3.3 Ethernet Virtual Circuits (EVC) (continued)

- A. 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 (i.e. EVCs between two ports) can be associated with an unlimited number of MAC addresses. Multipoint EVCs (i.e., EVCs between three or more ports) 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.
- B. AT&T Switched Ethernet Service will be configured to support Ethernet frame sizes up to 9126 bytes on 100 Mbps, 1 Gbps, and 10 Gbps ports. Frames sizes on 100 Mbps and 1 Gbps ports may be restricted to less than 9126 bytes when the port is provisioned with a CIR speed of 10 Mbps or less, but will allow at least 1526 bytes.

8.3.4 Optional Features

A. 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 and 10 Gbps ports.

B. 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 shall be increased from 250 to 500 for each multipoint EVC present on that port.

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 Service Components (continued)

8.3.4 Optional Features (continued)

C. AT&T BusinessDirect® Customer Network Management

The AT&T BusinessDirect® 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, alarm surveillance, SLA reporting, performance reporting, maintenance trouble reporting and status updates, and the ability to request credit for SLA conditions. Customers must have a web interface to access and monitor their network using the AT&T BusinessDirect® web portal.

D. Enhanced Multicast

The Enhanced Multicast feature allows the broadcast/multicast/unknown unicast (BUM) traffic limit associated with multipoint EVCs to be increased from 2 Mbps up 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. 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.

8.3.5 Reserved for Future Use

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 Service Components (continued)

8.3.5 Reserved for Future Use (continued)

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 Service Components (continued)

8.3.5 Reserved for Future Use (continued)

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(M) Material now appears in Section 12, Leaf No. 2.

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8.3 Service Components (continued)

8.3.6 Reserved for Future Use

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8.3.7 Reserved for Future Use

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(M) Material now appears in Section 12, Leaf No. 3.

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 Service Components (continued)

8.3.7 Reserved for Future Use (continued)

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8.3.8 Reserved for Future Use

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8.3 Service Components (continued)

8.3.9 Reserved for Future Use

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 Service Components (continued)

8.3.10 Reserved for Future Use

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 Service Components (continued)

8.3.11 Reserved for Future Use

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(M) Material now appears in Section 12, Leaf No. 7.

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8. AT&T SWITCHED ETHERNET SERVICE

8.4 Service Level Agreement (SLA)

8.4.1 Class of Service (CoS) SLA

CoS SLA credits will be granted for AT&T Switched Ethernet Service if AT&T fails to meet service parameters (i.e., Latency, Packet Delivery Rate (PDR) and Jitter) defined for each CoS, subject to the following terms and conditions:

- The Customer must notify AT&T when the service parameters within any calendar month fail to meet the committed level.
- The Customer must request a service credit within 45 days after the end of the month when the failure occurred.
- Upon verification by AT&T that the actual service performance for that parameter failed to meet the committed level, AT&T has one month to correct the problem.
- If after one month, the service performance for that parameter is still failing to meet the committed level, the Customer will be provided a service credit equal to 25% of the monthly recurring charge for all affected ports (for each of the SLAs other than Network Availability). Only one such credit, per port, shall be applied per calendar month.
- Latency may vary on ports with Real Time CIR of 10 Mbps or below and Real Time EVCs on such ports are excluded from calculations that determine whether the latency SLA is met.
- Real Time EVCs between ports that are connected with an interoffice facilities path extending more than 200 miles or those with EVC CIRs in excess of 1000 Mbps are not subject to the Real Time Latency SLA and are excluded from calculations that determine whether the Latency SLA is met.

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8.4 Service Level Agreement (SLA) (continued)

8.4.1 Class of Service (CoS) SLA (continued)

- Latency, Jitter, and Packet Delivery Rate (PDR) SLA

Latency, Jitter and PDR are 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 Customer. The SLA service parameters are based on a LATA-wide average of the Customer's one-way traffic traversing the NTE and the network. The SLA target for Latency and Jitter is to be not more than, and for PDR is to be not less than, the applicable amount set forth in the table below.

Class of Service	CoS SLA Service Measurement		
	Latency (one-way)	Jitter	Packet Delivery Rate (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 – Medium	30 ms	n/a	99.9%
Non-Critical High	50 ms	n/a	99.5%

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8.4 Service Level Agreement (SLA) (continued)

8.4.2 Network Availability SLA

The SLA service parameter for Network Availability is to be not less than 99.99% for all ports regardless of Class of Service. Network Availability is 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, and the calculation excludes maintenance windows. The calculation for Network Availability for a given month is as follows:

Network Availability = [(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 is responsible for (1) notifying AT&T within 45 days after the end of the month when the Network Availability within the calendar month falls below the committed level, and (2) requesting a service credit.

Upon verification by AT&T that the actual service performance for Network Availability was less than the committed level, the Customer will be provided a service credit equal to 10 percent of the Monthly Recurring Charge (MRC) for all affected ports.

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8.4 SERVICE LEVEL AGREEMENT (SLA) (continued)

8.4.3 Credit Allowance For Service Interruptions SLA

Service is considered to be interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Tariff. The interruption must result in the complete loss of service by the Customer. 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.

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8.4 Service Level Agreement (SLA) (continued)

8.4.4 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.
- 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;
- Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.

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

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8.4 Service Level Agreement (SLA) (continued)

8.4.5 SLA Limitations and Provisions

- A Customer shall not be permitted to temporarily suspend service.
- AT&T may use controls to limit the amount of multicast, broadcast, and unknown unicast traffic to protect the AT&T Switched Ethernet network against traffic storms. The maximum throughput of combined multicast, broadcast unknown unicast traffic will be set at 2 Mbps per EVC on multipoint EVCs, unless the Customer purchases the Enhanced Multicast optional feature. There is no restriction on point-to-point or point-to-multipoint multicast traffic. Packets dropped by traffic controls are not included in SLA calculations. AT&T recommends that Customers enable controls for multicast, broadcast, and unknown unicast traffic within the Customer network(s).

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8. AT&T SWITCHED ETHERNET SERVICE

8.5 GENERAL PROVISIONS

8.5.1 Payment, Billing and Calculation of Charges

A. General Charges and Fees

Gross Receipts Tax Allotment

When utility or telecommunications assessments, franchise fees, privilege, license, occupational, excise, or other similar taxes or fees, based on receipts or assets are imposed by certain taxing jurisdictions upon AT&T or upon LECs and passed on to AT&T through or with access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The Gross Receipts Tax Allotment applicable to Customer for a given taxing jurisdiction is equal to the applicable Tax Factor (which may vary from time to time), multiplied by the net charges for the services subject to such taxes or fees provided to and billed to each Customer Site in such a taxing jurisdiction. The bill display name for and the amount of the Gross Receipts Tax Allotment may vary from state to state.

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8.5 General Provisions (continued)

8.5.1 Payment, Billing and Calculation of Charges (continued)

B. Miscellaneous Charges

1) Return Check Fee

A Return Check Fee may be applied to Customer's bill for each occasion that a check, bank draft, or an electronic funds transfer item is returned for the reason of insufficient funds or no account. See the Price List for the current charge.

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8.5 General Provisions (continued)

8.5.2 Reserved for Future Use

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8.5 General Provisions (continued)

8.5.2 Reserved for Future Use (continued)

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8.5 General Provisions (continued)

8.5.3 Connections

A. Responsibilities of Customer

Customer is responsible for any equipment or services not provided by AT&T and connected to services provided by AT&T. Any equipment or services connected to services provided by AT&T must comply with AT&T's interface requirements and with Part 68 of the F.C.C. Rules (47 C.F.R. Part 68), to the extent applicable.

B. Testing and Maintenance

If a trouble condition occurs, Customer must determine if the fault is in the equipment or services not provided by AT&T. AT&T will test and maintain only service provided by AT&T. AT&T testing of service usually will be performed remotely. If AT&T does dispatch a repair person, at Customer's request, to the Customer Site to perform tests or repairs in connection with a Customer-reported trouble, and testing discloses that the AT&T service is working correctly, then a Maintenance of Service Charge or other administrative charge may apply.

C. Changes

AT&T is not responsible to Customer or any other party if a change in AT&T's Service Components, operations, or procedures, (a) affects any equipment or services provided by others, or (b) requires their modification or upgrade in order to be used with AT&T service. AT&T is not obligated to alter or modify AT&T service because of additions or changes to equipment or service not provided by AT&T.

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8.5 GENERAL PROVISIONS (continued)

8.5.4 Special Construction

A. No License Granted

No license under patents (other than the limited license to use) is granted by AT&T or shall be implied or arise by estoppel, with respect to any plant constructed or utilized under this Tariff.

B. Cancellation of Orders

Information regarding availability of suitable facilities for a service may not be known until after the order is placed with AT&T or the underlying service provider, or after initial special construction charges have been identified and paid. The Customer may be notified that additional special construction charges apply to the order. No facilities construction will begin until the Customer has agreed in writing to pay the special construction charges initially identified. If Customer does not agree to pay the special construction charges, either upon the initial notification or upon being notified of any subsequent changes in the special construction charges, the order for the service giving rise to such special construction charges will be considered cancelled (and, where such service has been ordered for the express purpose of being connected to another AT&T Service, Customer may also cancel its order for such other AT&T Service). In such a case, AT&T will not charge Customer a cancellation charge or early termination charge, unless the underlying service provider charges AT&T a cancellation charge. If Customer does agree to pay the special construction charges and thereafter cancels the order for the service (other than as a result of being notified of subsequent changes to the special construction charges), a cancellation charge will apply, which shall include (in addition to any amounts otherwise payable on account of such cancellation) all non-recoverable costs incurred by AT&T for the special construction.

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8.6 ETHERNET PAYMENT PLAN (EPP)

8.6.1 EPP Eligibility

To subscribe to AT&T Switched Ethernet Service, the Customer must select one of the EPP options: 12, 24, 36, 48 or 60 months. The service is not available to be subscribed to on a month-to-month basis.

8.6.2 Non-Recurring Charges

Nonrecurring charges will be waived for Customers subscribing to new service under an EPP, or for Customers subscribing to a new EPP for an existing service, subject to termination liability. For moves of service and service reconfigurations, nonrecurring charges will apply.

8.6.3 EPP Term

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.

8.6.4 Expiration of EPP Term

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 selects such new EPP term at least 90 days in advance of the existing EPP term expiration date, the new EPP term will begin immediately upon the expiration of the existing EPP term. If the Customer selects such new EPP term, but does not do so at least 90 days in advance of the existing EPP term expiration date, the Term Extension Month-to-Month Rates will 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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8.6 Ethernet Payment Plan (EPP) (continued)

8.6.5 Term Extension

The Term Extension Month-to-Month (MTM) rates will apply when a Customer's EPP term expires. The Customer will be billed the MTM rates in effect from time to time until such time as the Customer selects a new EPP or the service is terminated.

8.6.6 Termination Liability

Termination Liability will apply if the Customer disconnects service prior to the end of the selected EPP. Termination Liability will be determined based on the number of months remaining in the EPP term times 50% of the applicable EPP monthly rates, calculated as follows:

$$[(\text{EPP Monthly Rates}) \times (\text{Months Remaining in EPP Term})] \times 50\%$$

In addition, the Customer must pay all non-recurring charges that were waived.

8.7 Moves

8.7.1 Types of Moves

Moves involve a change in the physical location of one of the following:

- Point of service demarcation in the same building; or
- Change of Customer premises to a new building.

A. Inside Moves

When the move is to a different location within the same building (i.e., results in a different point of service demarcation in the same building, such as a move to a different floor), previously waived nonrecurring charges associated with the existing service (if still under term) will be charged for all service components affected.

A new EPP term is not required (if still under EPP term) and Termination Liability will not apply for such a move. For move requests from Customers who have completed an EPP term and are currently being billed Term Extension MTM rates, a new EPP is required for the service at the new location.

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8.7 Moves (continued)

8.7.1 Types of Moves (continued)

B. Outside Moves

When the move is to a different building (i.e., a different Customer premises), such a move is treated as a discontinuance of service and activation of new service. The previously waived non-recurring charges at the disconnecting location will be billed (if EPP term has not expired).

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 except where all of the following conditions apply:

- The existing and new service locations must be served by the same serving wire center.
- 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 30 days, and all applicable charges will be billed for both services during the period of overlapping service.

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8.8 Service Reconfigurations

For any of the reconfigurations described below any Customer that has completed an EPP term and is being billed at Term Extension MTM rates must select a new EPP term for the reconfigured service. The Customer may reconfigure service, subject to the conditions below.

8.8.1 Reconfigurations Involving Changes To The Customer Port Connection

For reconfigurations to a higher-capacity Customer Port Connection, 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, if 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 of record at the same Customer location; and
- The new EPP term selected is equal to or greater than the remainder of the EPP term of the disconnected service.

For reconfigurations to a lower capacity the Customer Port Connection, EPP Termination Liability and nonrecurring charges will apply to all service components affected, if such reconfiguration occurs prior to the expiration of the EPP term. 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.

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8.8 SERVICE RECONFIGURATIONS (continued)

8.8.2 Reconfigurations Involving Changes To The CoS and CIR

Reconfigurations that require changes to the CoS or CIR are subject to the nonrecurring charges associated with the new CoS 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. 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.

8.8.3 Other Reconfigurations

For reconfigurations not defined in the preceding subsections, the nonrecurring charge associated with the Customer Port Connection will apply. An example of such change would be a Customer-requested change from a multi-mode fiber interface to a single-mode fiber interface. EPP Termination Liability will not apply to such reconfiguration changes.

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8.8 Service Reconfigurations (continued)

8.8.4 Upgrades to a Higher Level of Service

A Customer may upgrade from AT&T Switched Ethernet Service to a different service provided by AT&T. EPP Termination Liability will not apply if all of the following conditions are met:

Either:

- The new service as requested by the Customer must be at a transport speed or capacity greater than the speed or capacity of AT&T Switched Ethernet Service, or
 - The new service must offer the same transport speed or capacity as available with AT&T Switched Ethernet Service and include technology or functionality not available with AT&T Switched Ethernet Service.
- The new service and existing AT&T Switched Ethernet Service must be billed to the same Customer of record at the same Customer location.
 - The Customer's existing AT&T Switched Ethernet Service must have been in place for at least 12 months.
 - The minimum term for the new service must be equal to or greater than the remainder of the Customer's existing EPP term.
 - 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.

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.

Nothing in this section shall prohibit upgrades within the AT&T Switched Ethernet Service as allowed under the terms contained elsewhere in this Tariff.

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8.9 Reserved for Future Use

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(M) Material now appears in Section 12, Leaf No. 8.

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