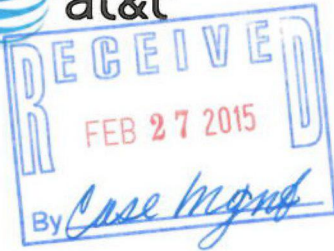




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February 26, 2015

RECEIVED

FEB 27 2015

BOARD OF PUBLIC UTILITIES
MAIL ROOM

VIA OVERNIGHT DELIVERY

Ms. Kristi Izzo
Secretary
State of New Jersey
Board of Public Utilities
44 South Clinton Avenue
9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350

TT 15020270

Dear Secretary Izzo:

Enclosed for filing are an original and three copies of tariff pages that revise Teleport Communications America, LLC's Tariff B.P.U.-N.J.-No. 6.

The following pages are included in this filing:

- Tariff B.P.U. N.J. – No. 6
- TOC - Page 1
- Preface – Pages 1 & 6
- Section 6 – Page 1
- Section 7 – Page 1
- Section 8 – Pages 1 – 31
- Price List – Pages 15 - 27

This filing introduces Switched Ethernet Service.

The enclosed tariff pages have an effective date of March 31, 2015.

Acknowledgement and date of receipt of this filing are requested. A postage-paid, pre-addressed envelope is enclosed for this purpose.

Sincerely,

Tim O'Hara

cms
Legal
DAB
Telco

Enclosures

cc: Stefanie Brand, Esq., Division of the Ratepayer Advocate

ISSUED: FEBRUARY 27, 2015
EFFECTIVE: MARCH 31, 2015
LINDA GUAY, DIRECTOR

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PREFACE

EXPLANATION OF SYMBOLS - Coding of Tariff Revisions

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

- C To signify a changed regulation.
- D To signify a discontinued rate or regulation.
- I To signify a rate increase.
- M To signify material moved from or to another part of the Tariff with no change, unless there is another symbol present.
- N To signify a new rate or regulation.
- R To signify a rate reduction.
- T To signify a change in text but no change in rate or regulation.

Other marginal codes are used to direct the Tariff reader to a footnote for specific information. These codes may appear beside the page revision number in the page header or in the right margin opposite specific text.

TRADEMARKS AND SERVICE MARKS

The following marks, to the extent, if any, used throughout this Tariff, are trademarks or service marks of Teleport Communications America, LLC.

Trademarks

NONE

Service Marks

AT&T Switched Ethernet Service

TECHNICAL PUBLICATION INFORMATION

The issue and availability dates of the Technical Publications referenced in this Tariff are as follows:

<u>Publication Number</u>	<u>Issue Date</u>	<u>Date Available to Public</u>
AS No. 1, Issue II	May 1984	May 1984
GR-334-CORE	June 1994	June 1994

Publication AS No. 1, Issue II may be obtained from the National Exchange Carrier Association, Inc., Director, Tariff and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981. Publication GR-334-CORE may be obtained from Bell Core, 8 Corporate Place, Piscataway, NJ 08854, and the FCC's commercial contractor.

CONCURRING CARRIERS, CONNECTING CARRIERS and OTHER PARTICIPATING CARRIERS

There are no Concurring, Connecting or Other Participating Carriers.

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PREFACE

DEFINITIONS (continued)

Company

The term Company denotes Teleport Communications America, LLC ("TCAL"), which is the issuer of this Tariff; TCAL may also be referred to as AT&T.

(T)
(T)

Customer(s)

The term Customer(s) denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Tariff.

Customer Premises

The term Customer Premises denotes the premises designated or used by the Customer for the provision of Access Service.

Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DS1 Facility

The term DS1 Facility denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

TELEPORT COMMUNICATIONS AMERICA, LLC
ACCESS AND INTERCONNECTION SERVICES

NJ B.P.U. No. 6

ORIGINAL PAGE 1

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6. RESERVED FOR FUTURE USE

TELEPORT COMMUNICATIONS AMERICA, LLC
ACCESS AND INTERCONNECTION SERVICES

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8. AT&T Switched Ethernet Service^{ca}

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.

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
2.8	Service Availability and Rating Information

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. AT&T SWITCHED ETHERNET SERVICE

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. AT&T SWITCHED ETHERNET SERVICE

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:

- 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.
- 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.
- 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.
- 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.
- 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. AT&T SWITCHED ETHERNET SERVICE

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. AT&T SWITCHED ETHERNET SERVICE

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 Optional Testing, Engineering and Additional Labor

A. Testing Service and Additional Labor

Testing Service and Additional Labor may be ordered with an order concurrently with the associated AT&T Switched Ethernet Service. Alternatively, with the agreement of AT&T, Testing Service, Additional Labor, and Special Facilities Routing may subsequently be added to the order at any time, up to and including the service date for the AT&T Switched Ethernet Service. When added subsequently, Design Change Charges may apply. When the Customer subscribes to the Testing Service, the Customer shall make the facilities to be tested available to AT&T at times mutually agreed upon.

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 SERVICE COMPONENTS (continued)

8.3.5 Optional Testing, Engineering and Additional Labor (continued)

B. Additional Engineering

Additional Engineering is not an ordering option but will be applied to an order when AT&T determines additional engineering is necessary to accommodate a Customer request. When additional engineering is required, the Customer will be notified and furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges.

If the Customer agrees to the additional engineering, a firm order will be established. If, after being notified that additional engineering of AT&T facilities is required, the Customer does not want the service or facilities, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the estimated amount by more than 10%. Additional Engineering will be provided by AT&T at the request of the Customer only when:

A Customer requests additional technical information after AT&T has already provided the technical information normally included on the Design Layout Report (DLR). Additional engineering time is incurred by AT&T to engineer a Customer's request for a customized service.

AT&T will notify the Customer that Additional Engineering Charges will apply before any additional engineering is undertaken.

C. Additional Labor

Additional Labor is that labor requested by the Customer on a given service and agreed to by AT&T as set forth in the following.

AT&T will notify the Customer that Additional Labor Charges, as set forth in the pricing section of this Tariff, will apply before any additional labor is undertaken. Additional Labor Charges apply for each half hour or fraction thereof unless otherwise specified herein.

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 SERVICE COMPONENTS (continued)

8.3.5 Optional Testing, Engineering and Additional Labor (continued)

C. Additional Labor (continued)

A call-out of AT&T personnel requiring Additional Labor will be charged a minimum of four (4) hours on an Overtime and/or Premium Time basis when the call-out is attributed to a Customer request/problem. However, at no time will the Customer be charged if trouble is found to be on the AT&T side of the demarcation point.

- Overtime Installation is that AT&T installation effort outside of a normal business day.
- Stand by includes all time in excess of one-quarter (1/4) hour during which AT&T personnel stand by at the Customer's request.
- Testing and Maintenance with Other Service Providers: Additional testing, maintenance or repair of facilities which connect to facilities of other service providers, is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by AT&T.
- Other Labor: Other Labor is that additional labor not included in the preceding items, including but not limited to, labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this Tariff.

"Basic Time", "Overtime" and "Premium Time" are defined as follows:

Basic Time - Work related efforts of AT&T performed during a normal business day, 8:00 a.m. - 5:00 p.m., Monday through Friday.

Overtime - Work related efforts of AT&T performed outside of a normal business day (Monday through Friday), and on Saturdays.

Premium Time - Work related efforts of AT&T performed on Sundays and/or holidays.

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 SERVICE COMPONENTS (continued)

8.3.6 Testing Service, Additional Labor, and Special Facilities Routing

- A. Additional Cooperative Acceptance Testing (ACAT): When a Customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, AT&T will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing. At the Customer's request, AT&T will provide a technician at the Customer's premises or at the end user premises.
- B. Nonscheduled Testing (NST): When a Customer provides a technician at its premises with suitable test equipment to perform the required tests, AT&T will provide a technician at its office for the purpose of conducting Nonscheduled Testing. At the Customer's request, AT&T will provide a technician at the Customer's premises. Nonscheduled tests may consist of any tests, e.g., loss, noise, slope, envelope delay, which the Customer may require.
- C. Obligation of the Customer: When the Customer subscribes to the Testing Service, the Customer shall make the facilities to be tested available to AT&T at times mutually agreed upon.

8.3.7 Order Charges

An Order Charge applies, per order, for the installation, addition, change, rearrangement or move of services provided in this Tariff (in addition to other applicable service charges) with the following exceptions:

- Non-chargeable administrative changes where so specified in this Tariff;
- Order modifications as specified in this Tariff (Order Modification Charges);
- An Order Charge will also apply per order when a Customer elects to have existing services billed under a payment plan, elects to terminate a payment plan and revert to monthly billing or elects to increase the minimum monthly revenue commitment associated with a payment plan.

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 SERVICE COMPONENTS (continued)

8.3.7 Order Charges (continued)

- An Order Charge will apply per order for order cancellations.
- Order Modification Charges: The Customer may request a modification of its order at any time prior to the service date or notification by AT&T that service is available for the Customer's use, whichever is later. AT&T will make every effort to accommodate a requested modification when it is able to do so during normal business hours with the normal work force assigned to complete such an order. If the modification cannot be made with the normal work force during normal business hours, AT&T will notify the Customer. If the Customer still desires the order modification, AT&T will schedule a new service date. All charges for order modifications will apply on a per occurrence basis.

8.3.8 Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Order which requires engineering review. An engineering review is a review by AT&T personnel of the service ordered and the requested changes to determine what change in the design, if any, are necessary to meet the changes requested by the Customer. Design changes include such things as the addition or deletion of optional features or functions. Design changes do not include a change of Customer premises, end user premises or end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

AT&T will review the requested change and notify the Customer whether the change is a design change, if it can be accommodated and if a new service date is required. If a change of service date is required, the Service Date Change Charge will also apply.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. Credit for Missed Installation on Confirmed Due Date does not apply to the Design Change Charge.

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 SERVICE COMPONENTS (continued)

8.3.9 Service Date Change Charge/Dispatch Charge

If a Customer is unable to accept service on the original due date, the Customer may issue one or more supplements to an order to change the original due date to a date no more than 120 calendar days after the original due date. When such requests are made, AT&T will accordingly delay the start of service and the Customer will incur a Service Date Change Charge. The first supplement to the order must be received by AT&T on or before 30 calendar days after the original due date.

If a Customer issues a supplement to an order to extend the original due date but is unable to accept service within 121 calendar days after the original due date, one of the following will apply:

- If service has not been fully provisioned, AT&T will cancel the order on the 121st calendar day after the original due date and the charges specified will apply, or
- If service has been fully provisioned, AT&T will begin billing for the service on the 121st calendar day after the original due date.

If a Customer is unable to accept service within 31 calendar days after the original due date, and AT&T has not received a supplement to the order to extend the due date within 30 calendar days after the original due date, one of the following will apply:

- If service has not been fully provisioned, AT&T will cancel the order on the 31st calendar after the original due date and charges specified will apply, or
- If service has been fully provisioned, AT&T will begin billing for the service on the 31st calendar day after the original due date.

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8. AT&T SWITCHED ETHERNET SERVICE

8.3 SERVICE COMPONENTS (continued)

8.3.10 Expedites

If the Customer desires that service be provided on an earlier date than that which has been established for the order or the provision of the service, the Customer may request that service be provided on an expedited basis. If AT&T determines that service can be provided on the requested date and that additional labor costs or extraordinary costs are required to meet the requested service date, the Customer will be notified and will be provided with an estimate of the additional charges involved. The total charge to the Customer for the Additional Engineering may not exceed the estimated amount by more than 10%. If the Customer instructs AT&T to proceed, such additional charges will be determined and billed to the Customer as follows:

To calculate the additional labor charges, AT&T will, upon authorization from the Customer to incur the additional labor charges, keep track of the additional labor hours used to meet the request of the Customer and will bill the Customer at the applicable additional labor charges as set forth in this Tariff.

- Extraordinary Costs: Special Construction terms and conditions will be used by AT&T to determine charges to recover the extraordinary costs which may be involved.
- If AT&T is subsequently unable to meet an agreed upon expedited service date, no Expedite Order Charge will apply, unless the missed service date was caused by the Customer.
- AT&T will adhere to Customer requested expedites approved by AT&T, except during circumstances beyond its direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions).

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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. AT&T SWITCHED ETHERNET SERVICE

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. AT&T SWITCHED ETHERNET SERVICE

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:

$$\text{Network Availability} = \frac{[(24 \text{ hours} \times \text{days in the month} \times 60 \text{ minutes} \times \text{number of Customer ports in the LATA}) - \text{network outage time}]}{(24 \text{ hours} \times \text{days in the month} \times 60 \text{ minutes} \times \text{number of Customer ports in the LATA})}$$

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. AT&T SWITCHED ETHERNET SERVICE

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. AT&T SWITCHED ETHERNET SERVICE

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.

2) Access Arbitrage Fee

The Access Arbitrage Fee applies if Customer engages in Access Arbitrage. The Access Arbitrage Fee, as stated in the Price List, is for each minute of use of long distance service for High Cost Calls in excess of 7.37%.

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8. AT&T SWITCHED ETHERNET SERVICE

8.5 GENERAL PROVISIONS (continued)

8.5.2 Access Arbitrage

Using any service provided by AT&T in connection with Access Arbitrage is considered an abuse and is prohibited. Access Arbitrage is a scheme or device to profit by exploiting differences between the cost of originating or terminating access (as charged to interexchange or international carriers) and the pricing of long distance service provided by AT&T. Access Arbitrage includes:

- using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to AT&T calls that are characterized by a greater discrepancy between the access costs and the price charged by AT&T.
- using AT&T long distance telephone services (such as AT&T SDN OneNet Service, Virtual Telecommunications Network Service or AT&T BVoIP Service) as a substitute for, or to avoid, originating or terminating switched exchange access obtained from local exchange providers, for the origination or termination of domestic calls originated over the network of another carrier (through 1+ access, special access, carrier access code dial around, or otherwise);
- Routing calls through a call processing system such that the percentage of High Cost minutes routed to AT&T using the service is more than 11.1%;
- Segregating calls within another carrier's network or a call processing system to systematically route calls to AT&T where the access costs exceed the price of long distance service provided by AT&T.
- Transporting intrastate or intra-country traffic into a different state or country in order to cause the traffic to be rated by AT&T at a lower rate than would otherwise apply.

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8. AT&T SWITCHED ETHERNET SERVICE

8.5 GENERAL PROVISIONS (continued)

8.5.2 Access Arbitrage (continued)

If AT&T reasonably suspects that a service provided under this Tariff is being used in connection with Access Arbitrage, Customer will permit AT&T to inspect the premises from which the calls originate (as reflected in AT&T's records) and will cooperate reasonably with AT&T's efforts to investigate the manner in which calls are being routed to AT&T.

For purposes of this provision:

- "High Cost Calls" are calls that originate or terminate at numbers for which the originating or terminating switched exchange access cost per minute exceeds \$0.025 (or the benchmark rate for Competitive Local Exchange Carrier's interstate switched exchange access services established by the Commission, if lower than \$0.025).
- The originating or terminating switched exchange access cost per minute will be the sum of the per minute charges imposed by the originating or terminating Local Exchange Carrier, plus the prorated portion of all other charges imposed by the originating or terminating Local Exchange Carrier for originating or terminating switched exchange access, expressed on a cost per minute basis.

If the percentage of High Cost minutes routed to AT&T using the service is more than the percentage set forth above, and AT&T's investigation shows that any such calls are originated over the network of another interexchange carrier or routed through a call processing system, then all such calls will be presumed to be Access Arbitrage.

If Customer violates this provision, the Access Arbitrage Fee will apply. In addition, AT&T may immediately restrict, suspend or discontinue Customer's use of any service used in connection with Access Arbitrage upon notice of such violation to Customer. Further, AT&T may prevent conversion to another AT&T service arrangement of any facility used to provide a service in violation of this provision.

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8. AT&T SWITCHED ETHERNET SERVICE

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. AT&T SWITCHED ETHERNET SERVICE

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. AT&T SWITCHED ETHERNET SERVICE

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. AT&T SWITCHED ETHERNET SERVICE

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. AT&T SWITCHED ETHERNET SERVICE

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. AT&T SWITCHED ETHERNET SERVICE

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. AT&T SWITCHED ETHERNET SERVICE

8.9 BILLING

Bills for AT&T Switched Ethernet Service are rendered for each Access Customer Name Abbreviation (ACNA), by Customer type (access or local), by bill period and by Revenue Accounting Office (RAO). Both a primary bill and a secondary bill are available to the Customer. Primary and secondary bills are transmitted to the Customer's designated billing address according to the type of media selected by the Customer.

Charges for AT&T Switched Ethernet Service billing are located in the Price List section of this Tariff.

Primary Bill

The Primary Bill is provided in paper format.

Secondary Bill

At the Customer's request, a secondary bill, in addition to the Customer's primary bill, will be provided. Charges for the provision of a secondary bill are set forth in the Price List.

The secondary bill will contain the same detail billing data as a primary bill and may be requested in paper format.

Up to 19 (nineteen) additional copies of the secondary bill may be requested and each copy may utilize a different billing address. The billing address selected by the Customer for secondary bills may be different from, or the same as, the billing address selected for the Customer's primary bill.

Standard Bill Periods for AT&T Switched Ethernet are on the 5th, 15th and 25th of the month. The Customer has the option to select a bill period other than the standard bill periods listed above.

TELEPORT COMMUNICATIONS AMERICA, LLC
ACCESS AND INTERCONNECTION SERVICES

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6. RESERVED FOR FUTURE USE

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ACCESS AND INTERCONNECTION SERVICES

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8. AT&T SWITCHED ETHERNET SERVICE

8. Port Connection and CIR/CoS Rates

8.3.1 Customer Basic Connection Port

Rate Element	USOC	Non-Recurring Charge	12 Mos	24 Mos	36 Mos	48 Mos	60 Mos	Term Extension MTM Rate
100 Mbps Port	EYQEX	\$1,925	\$780	\$750	\$650	\$610	\$575	\$925
1 Gbps Port	EYQFX	\$2,100	\$1,200	\$1,150	\$1,000	\$925	\$850	\$1,400
10 Gbps Port	EYQGX	\$15,750	\$10,000	\$9,500	\$7,500	\$6,500	\$5,750	\$10,500

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8. AT&T SWITCHED ETHERNET SERVICE

8.3.2 Real Time Class of Service Committed Information Rates

Non-Recurring Charge	\$150
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Real Time Class of Service Committed Information Rates							
Rate Element	USOC	12 Mos	24 Mos	36 Mos	48 Mos	60 Mos	Term Extension MTM Rate
2 Mbps CIR	R6E2X	\$1,150	\$510	\$460	\$460	\$460	\$1,200
4 Mbps CIR	R6E4X	\$1,175	\$550	\$500	\$500	\$500	\$1,275
5 Mbps CIR	R6EAX	\$1,250	\$650	\$590	\$590	\$590	\$1,350
8 Mbps CIR	R6E8X	\$1,275	\$750	\$680	\$680	\$680	\$1,375
10 Mbps CIR	R6EBX	\$1,345	\$1,010	\$910	\$910	\$910	\$1,475
20 Mbps CIR	R6EDX	\$1,880	\$1,300	\$1,180	\$1,180	\$1,180	\$2,070
50 Mbps CIR	R6EHX	\$2,090	\$1,460	\$1,320	\$1,320	\$1,320	\$2,300
100 Mbps CIR	R6ELX	\$2,370	\$1,650	\$1,500	\$1,500	\$1,500	\$2,620
150 Mbps CIR	R6ENX	\$3,020	\$1,780	\$1,610	\$1,610	\$1,610	\$3,330
250 Mbps CIR	R6EQX	\$3,350	\$2,340	\$2,120	\$2,120	\$2,120	\$3,700
400 Mbps CIR	R6ESX	\$3,675	\$2,570	\$2,330	\$2,330	\$2,330	\$4,050
500 Mbps CIR	R6ETX	\$3,890	\$2,720	\$2,470	\$2,470	\$2,470	\$4,280
600 Mbps CIR	R6EUX	\$4,430	\$3,100	\$2,810	\$2,810	\$2,810	\$4,880
1,000 Mbps CIR	R6EZX	\$5,040	\$3,510	\$3,190	\$3,190	\$3,190	\$5,550
2,000 Mbps CIR	R61BX	\$7,118	\$6,050	\$5,500	\$5,500	\$5,500	\$7,909
2,500 Mbps CIR	R61CX	\$8,542	\$7,260	\$6,600	\$6,600	\$6,600	\$9,491
4,000 Mbps CIR	R61FX	\$10,083	\$8,570	\$7,790	\$7,790	\$7,790	\$11,203
5,000 Mbps CIR	R61HX	\$11,859	\$10,080	\$9,160	\$9,160	\$9,160	\$13,177
7,500 Mbps CIR	R61NX	\$15,577	\$13,240	\$12,030	\$12,030	\$12,030	\$17,308
9,500 Mbps CIR	R61RX	\$18,542	\$15,760	\$14,320	\$14,320	\$14,320	\$20,602
10,000 Mbps CIR	R61SX	\$19,271	\$16,380	\$14,890	\$14,890	\$14,890	\$21,412

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8. AT&T SWITCHED ETHERNET SERVICE

8.3.2 Interactive Class of Service Committed Information Rates

Non-Recurring Charge	\$150
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Interactive Class of Service Committed Information Rates							
Rate Element	USOC	12 Mos	24 Mos	36 Mos	48 Mos	60 Mos	Term Extension MTM Rate
2 Mbps CIR	R6E2X	\$1,075	\$470	\$425	\$425	\$425	\$1,100
4 Mbps CIR	R6E4X	\$1,100	\$520	\$465	\$465	\$465	\$1,175
5 Mbps CIR	R6EAX	\$1,175	\$610	\$550	\$550	\$550	\$1,250
8 Mbps CIR	R6E8X	\$1,200	\$700	\$635	\$635	\$635	\$1,275
10 Mbps CIR	R6EBX	\$1,270	\$940	\$850	\$850	\$850	\$1,375
20 Mbps CIR	R6EDX	\$1,630	\$1,210	\$1,100	\$1,100	\$1,100	\$1,800
50 Mbps CIR	R6EHX	\$1,810	\$1,350	\$1,225	\$1,225	\$1,225	\$2,000
100 Mbps CIR	R6ELX	\$2,060	\$1,540	\$1,400	\$1,400	\$1,400	\$2,270
150 Mbps CIR	R6ENX	\$2,620	\$1,650	\$1,500	\$1,500	\$1,500	\$2,890
250 Mbps CIR	R6EQX	\$2,910	\$2,180	\$1,975	\$1,975	\$1,975	\$3,210
400 Mbps CIR	R6ESX	\$3,195	\$2,390	\$2,170	\$2,170	\$2,170	\$3,520
500 Mbps CIR	R6ETX	\$3,380	\$2,530	\$2,300	\$2,300	\$2,300	\$3,720
600 Mbps CIR	R6EUX	\$3,850	\$2,890	\$2,625	\$2,625	\$2,625	\$4,240
1,000 Mbps CIR	R6EZX	\$4,380	\$3,280	\$2,975	\$2,975	\$2,975	\$4,820
2,000 Mbps CIR	R61BX	\$6,659	\$5,660	\$5,140	\$5,140	\$5,140	\$7,399
2,500 Mbps CIR	R61CX	\$7,977	\$6,780	\$6,160	\$6,160	\$6,160	\$8,863
4,000 Mbps CIR	R61FX	\$9,424	\$8,010	\$7,280	\$7,280	\$7,280	\$10,471
5,000 Mbps CIR	R61HX	\$11,083	\$9,420	\$8,560	\$8,560	\$8,560	\$12,314
7,500 Mbps CIR	R61NX	\$14,553	\$12,370	\$11,240	\$11,240	\$11,240	\$16,170
9,500 Mbps CIR	R61RX	\$17,318	\$14,720	\$13,380	\$13,380	\$13,380	\$19,242
10,000 Mbps CIR	R61SX	\$18,012	\$15,310	\$13,910	\$13,910	\$13,910	\$20,014

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EFFECTIVE: MARCH 31, 2015
LINDA GUAY, DIRECTOR

8. AT&T SWITCHED ETHERNET SERVICE

8.3.2 Business Critical-High Class of Service Committed
Information Rates

Non-Recurring Charge	\$150
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Business Critical High Class of Service Committed Information Rates							
Rate Element	USOC	12 Mos	24 Mos	36 Mos	48 Mos	60 Mos	Term Extension MTM Rate
2 Mbps CIR	R6E2X	\$1,038	\$400	\$360	\$360	\$360	\$1,075
4 Mbps CIR	R6E4X	\$1,063	\$455	\$410	\$410	\$410	\$1,125
5 Mbps CIR	R6EAX	\$1,138	\$555	\$500	\$500	\$500	\$1,200
8 Mbps CIR	R6E8X	\$1,163	\$655	\$595	\$595	\$595	\$1,225
10 Mbps CIR	R6EBX	\$1,233	\$830	\$750	\$750	\$750	\$1,325
20 Mbps CIR	R6EDX	\$1,475	\$1,100	\$1,000	\$1,000	\$1,000	\$1,630
50 Mbps CIR	R6EHX	\$1,665	\$1,240	\$1,125	\$1,125	\$1,125	\$1,840
100 Mbps CIR	R6ELX	\$1,920	\$1,430	\$1,300	\$1,300	\$1,300	\$2,115
150 Mbps CIR	R6ENX	\$2,330	\$1,585	\$1,438	\$1,438	\$1,438	\$2,570
250 Mbps CIR	R6EQX	\$2,625	\$1,960	\$1,775	\$1,775	\$1,775	\$2,895
400 Mbps CIR	R6ESX	\$2,900	\$2,170	\$1,970	\$1,970	\$1,970	\$3,195
500 Mbps CIR	R6ETX	\$3,085	\$2,310	\$2,100	\$2,100	\$2,100	\$3,395
600 Mbps CIR	R6EUX	\$3,560	\$2,670	\$2,460	\$2,460	\$2,460	\$3,920
1,000 Mbps CIR	R6EZK	\$4,090	\$3,060	\$2,775	\$2,775	\$2,775	\$4,500
2,000 Mbps CIR	R61BX	\$6,436	\$5,470	\$4,970	\$4,970	\$4,970	\$7,151
2,500 Mbps CIR	R61CX	\$7,712	\$6,555	\$5,955	\$5,955	\$5,955	\$8,569
4,000 Mbps CIR	R61FX	\$9,112	\$7,745	\$7,040	\$7,040	\$7,040	\$10,125
5,000 Mbps CIR	R61HX	\$10,718	\$9,110	\$8,280	\$8,280	\$8,280	\$11,909
7,500 Mbps CIR	R61NX	\$14,071	\$11,960	\$10,870	\$10,870	\$10,870	\$15,634
9,500 Mbps CIR	R61RX	\$16,748	\$14,235	\$12,940	\$12,940	\$12,940	\$18,608
10,000 Mbps CIR	R61SX	\$17,418	\$14,805	\$13,455	\$13,455	\$13,455	\$19,353

ISSUED: FEBRUARY 27, 2015
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8. AT&T SWITCHED ETHERNET SERVICE

8.3.2 Business Critical-Medium Class of Service Committed
Information Rates

Non-Recurring Charge	\$150
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Business Critical-Medium Class of Service Committed Information Rates							
Rate Element	USOC	12 Mos	24 Mos	36 Mos	48 Mos	60 Mos	Term Extension MTM Rate
2 Mbps CIR	R6E2X	\$1,000	\$330	\$300	\$300	\$300	\$1,050
4 Mbps CIR	R6E4X	\$1,025	\$390	\$350	\$350	\$350	\$1,075
5 Mbps CIR	R6EAX	\$1,100	\$500	\$450	\$450	\$450	\$1,150
8 Mbps CIR	R6E8X	\$1,125	\$610	\$550	\$550	\$550	\$1,175
10 Mbps CIR	R6EBX	\$1,195	\$720	\$650	\$650	\$650	\$1,275
20 Mbps CIR	R6EDX	\$1,320	\$990	\$900	\$900	\$900	\$1,460
50 Mbps CIR	R6EHX	\$1,520	\$1,130	\$1,025	\$1,025	\$1,025	\$1,680
100 Mbps CIR	R6ELX	\$1,780	\$1,320	\$1,200	\$1,200	\$1,200	\$1,960
150 Mbps CIR	R6ENX	\$2,040	\$1,520	\$1,375	\$1,375	\$1,375	\$2,250
250 Mbps CIR	R6EQX	\$2,340	\$1,740	\$1,575	\$1,575	\$1,575	\$2,580
400 Mbps CIR	R6ESX	\$2,610	\$1,950	\$1,770	\$1,770	\$1,770	\$2,875
500 Mbps CIR	R6ETX	\$2,790	\$2,090	\$1,900	\$1,900	\$1,900	\$3,070
600 Mbps CIR	R6EUX	\$3,270	\$2,450	\$2,225	\$2,225	\$2,225	\$3,600
1,000 Mbps CIR	R6EZX	\$3,800	\$2,840	\$2,575	\$2,575	\$2,575	\$4,180
2,000 Mbps CIR	R61BX	\$6,212	\$5,280	\$4,800	\$4,800	\$4,800	\$6,902
2,500 Mbps CIR	R61CX	\$7,448	\$6,330	\$5,750	\$5,750	\$5,750	\$8,275
4,000 Mbps CIR	R61FX	\$8,800	\$7,480	\$6,800	\$6,800	\$6,800	\$9,778
5,000 Mbps CIR	R61HX	\$10,353	\$8,800	\$8,000	\$8,000	\$8,000	\$11,504
7,500 Mbps CIR	R61NX	\$13,589	\$11,550	\$10,500	\$10,500	\$10,500	\$15,099
9,500 Mbps CIR	R61RX	\$16,177	\$13,750	\$12,500	\$12,500	\$12,500	\$17,974
10,000 Mbps CIR	R61SX	\$16,824	\$14,300	\$13,000	\$13,000	\$13,000	\$18,693

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8. AT&T SWITCHED ETHERNET SERVICE

8.3.2 Non-Critical High Class of Service Committed
Information Rates

Non-Recurring Charge	\$150
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Non-Critical High Class of Service Committed Information Rates							
Rate Element	USOC	12 Mos	24 Mos	36 Mos	48 Mos	60 Mos	Term Extension MTM Rate
2 Mbps CIR	R6E2X	\$925	\$310	\$290	\$290	\$290	\$950
4 Mbps CIR	R6E4X	\$950	\$370	\$340	\$340	\$340	\$975
5 Mbps CIR	R6EAX	\$1,025	\$465	\$430	\$430	\$430	\$1,050
8 Mbps CIR	R6E8X	\$1,050	\$570	\$530	\$530	\$530	\$1,075
10 Mbps CIR	R6EBX	\$1,120	\$670	\$620	\$620	\$620	\$1,175
20 Mbps CIR	R6EDX	\$1,260	\$925	\$860	\$860	\$860	\$1,390
50 Mbps CIR	R6EHX	\$1,450	\$1,055	\$980	\$980	\$980	\$1,600
100 Mbps CIR	R6ELX	\$1,700	\$1,230	\$1,140	\$1,140	\$1,140	\$1,870
150 Mbps CIR	R6ENX	\$1,940	\$1,410	\$1,310	\$1,310	\$1,310	\$2,140
250 Mbps CIR	R6EQX	\$2,230	\$1,615	\$1,500	\$1,500	\$1,500	\$2,460
400 Mbps CIR	R6ESX	\$2,490	\$1,815	\$1,685	\$1,685	\$1,685	\$2,735
500 Mbps CIR	R6ETX	\$2,660	\$1,945	\$1,810	\$1,810	\$1,810	\$2,920
600 Mbps CIR	R6EUX	\$3,110	\$2,280	\$2,120	\$2,120	\$2,120	\$3,420
1,000 Mbps CIR	R6EZX	\$3,610	\$2,640	\$2,450	\$2,450	\$2,450	\$3,980
2,000 Mbps CIR	R61BX	\$5,910	\$4,920	\$4,560	\$4,560	\$4,560	\$6,560
2,500 Mbps CIR	R61CX	\$7,080	\$5,900	\$5,470	\$5,470	\$5,470	\$7,870
4,000 Mbps CIR	R61FX	\$8,360	\$6,970	\$6,460	\$6,460	\$6,460	\$9,290
5,000 Mbps CIR	R61HX	\$9,840	\$8,200	\$7,600	\$7,600	\$7,600	\$10,930
7,500 Mbps CIR	R61NX	\$12,910	\$10,765	\$9,980	\$9,980	\$9,980	\$14,350
9,500 Mbps CIR	R61RX	\$15,370	\$12,815	\$11,880	\$11,880	\$11,880	\$17,080
10,000 Mbps CIR	R61SX	\$15,990	\$13,325	\$12,350	\$12,350	\$12,350	\$17,760

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8. AT&T SWITCHED ETHERNET SERVICE

8.3.4 Optional Features

Additional MAC Addresses

A Non-Recurring Charge (NRC) and a Monthly Recurring Charge (MRC) apply, per port, for increasing the MAC address limit to 500 MAC addresses per Multipoint EVC.

USOC	NRC	MRC
M2CBX	\$70.00	\$5.00

Regenerator

EPP monthly rates, Non-Recurring charges and Term Extension MTM Rates apply to Regenerators, as set forth below.

Optional Features								
Rate Element	USOC	Non-Recurring Charge	12 Mos	24 Mos	36 Mos	48 Mos	60 Mos	Term Extension MTM Rate
Regenerator (per port)								
100 Mbps	EYQHX	\$250	\$3,250	\$1,630	\$1,090	\$820	\$650	\$3,400
1 Gbps	EYQJX	\$250	\$3,250	\$1,630	\$1,090	\$820	\$650	\$3,400
10 Gbps	EYQKX	\$1,500	\$6,000	\$4,800	\$4,400	\$4,200	\$3,900	\$7,200

Enhanced Multicast

EPP monthly rates apply to each port provisioned with the feature. An Administrative Charge will apply for adding or removing the Enhanced Multicast Feature on an existing port.

USOC	Administrative Charge	MRC
EY7AE	-	\$140.00
ORCMX	\$51.00	-

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8. AT&T SWITCHED ETHERNET SERVICE

8.3.5 Testing Services, Additional Labor and Special Facilities
Routing

8.3.5.A. Rates For Testing Services

Additional Cooperative Acceptance Testing (ACAT) - per technician

Testing Period	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Basic Time	SNTX	\$85.00	\$55.00
Overtime	SNTX	\$100.00	\$80.00
Premium Time	SNTX	\$110.00	\$90.00

Nonscheduled Testing (NST) - per technician

Testing Period	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Basic Time	SNOX+	\$85.00	\$55.00
Overtime	SNOX+	\$100.00	\$80.00
Premium Time	SNOX+	\$110.00	\$90.00

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8. AT&T SWITCHED ETHERNET SERVICE

8.3.5 Testing Services, Additional Labor and Special Facilities
 Routing

8.3.5.B. Rates For Additional Engineering

Additional Engineering Periods - per engineer

Time Period	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Basic Time	AEH	\$34.59	\$24.97
Overtime	AEH	\$41.37	\$31.75

8.3.5.C. Rates For Additional Labor

Nonscheduled Testing (NST) - per technician

Time Period	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Installation:			
Overtime - per technician	ALH	\$250.00	\$100.00
Premium Time - per technician	ALH	\$300.00	\$250.00
Testing and Maintenance with Other Service Providers or Other Labor:			
Basic Time - per technician	ALK	\$85.00	\$55.00
Overtime - per technician	ALK	\$100.00	\$80.00
Premium Time - per technician	ALK	\$110.00	\$90.00

Time Period	USOC	First Quarter Hour	Each Additional Half Hour or Fraction Thereof
Stand By:			
Basic Time - per technician	ALT	\$0.00	\$115.00
Overtime - per technician	ALT	\$0.00	\$140.00
Premium Time - per technician	ALT	\$0.00	\$170.00

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8. AT&T SWITCHED ETHERNET SERVICE

8.5.1 Miscellaneous Charges

8.5.1.(B)(1) Check Return Fee

Per occasion	\$25.00
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8.5.1.(B)(2) Access Arbitrage Fee

Per each minute of use of long distance service for High Cost Calls in excess of 7.37%	\$0.05
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