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May 7, 2025

**Sent Via E-Mail**

**ADVICE NO. UT-25-TCA-0501 (Docket 25-2558-P01)**

Utah Public Service Commission  
Heber M. Wells Building, 4<sup>th</sup> Floor  
160 East 300 South  
Salt Lake City, UT 84111

ATTN: Melissa Paschal  
Email: [psc@utah.gov](mailto:psc@utah.gov)

Dear Ms. Paschal:

Enclosed is the renaming of AT&T Dedicated Ethernet (ADE) Service from Teleport Communications America, LLC to AT&T Wavelength Metro (AWM) Services. The only change customers will see is the service name on their AT&T bill. Customers' services, prices, terms and conditions for this service will not be affected.

The following Price List pages are attached:

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12	6	1
12	7	1

The requested date of filing is May 7, 2025 with an effective date of May 15, 2025.

If you have any questions or concerns, please call me at (312) 887-2120.

Respectfully,



Tricia Conway  
Director - National Regulatory  
AT&T

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FOURTH REVISED SHEET 1  
CANCELS THIRD REVISED SHEET 1

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ACCESS AND INTERCONNECTION SERVICES

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(C)  
(C)

## ACCESS AND INTERCONNECTION SERVICES

9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

AT&T Wavelength Metro<sup>SM</sup> (AWM) is a fiber based, point-to-point, Ethernet (T)  
service that allows Customers to transport data signals between two  
locations. AT&T Wavelength Metro<sup>SM</sup> (AWM) can be used to transport data as an (T)  
Ethernet signal or embedded within an Optical Transport Network (OTN) signal.

AT&T Wavelength Metro<sup>SM</sup> (AWM) may be purchased by both Carriers and End Users. (T)  
The Company reserves the right to make individualized decisions regarding  
the provision of AT&T Wavelength Metro<sup>SM</sup> (AWM) to individual customers. The (T)  
Company may negotiate the specific prices and terms for AT&T Wavelength  
Metro<sup>SM</sup> (AWM) for each individual customer. (T)

In addition, General Regulations found in Section 2 apply, unless specified (T)  
herein. The following General Regulations do not apply to AT&T Wavelength  
Metro<sup>SM</sup> (AWM): (T)

Section	Description
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

## 9.1 SERVICE DESCRIPTION

AT&T Wavelength Metro<sup>SM</sup> (AWM) is available at the following speeds and (T)  
format options:

Optical Transport Network (OTN) Signal Formats		
Speeds	Ethernet Formats	Optical Transport Unit (OTU) Formats
1 Gbps	1GE – Gigabit Ethernet	Not available
2.5 Gbps	Not available	OTU1
10 Gbps	10GE LAN-PHY	OTU2e
	10GE WAN-PHY	OTU2
40 Gbps	40GE	OTU3
100 Gbps	100GE	OTU4

## 9.2 GEOGRAPHIC AVAILABILITY

AT&T Wavelength Metro<sup>SM</sup> (AWM) provides intraLATA transport service where (T)  
suitable equipment and facilities are available in selected areas  
within the LATAs served by the Company.

Where facilities are not available, facilities may be constructed,  
subject to certain conditions as determined by the Company. Special  
Construction charges may apply as provided in the General Regulations  
(Section 2) of this Tariff.

ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET)

(T)

## 9.3 STANDARD RATE ELEMENTS

## 9.3.1 Port Connection

The Port Connection is the standard rate element that includes the service interface (point of demarcation) at the Customer-designated premises (Customer Site), any network termination equipment (NTE) placed at the Customer Site, and the physical transport facilities from the Customer Site to the AWM network at the serving wire center for that Site.

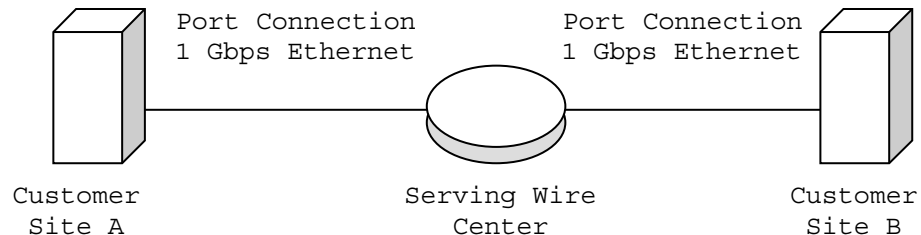
(T)

One Port Connection charge applies per Customer Site at which the Port Connection is terminated. This charge will apply even if the Customer Site and the serving wire center are both located in the same building (e.g., Carrier Point-of Presence, etc.).

## A. Port Connection Configurations

## Same Speed/Same Format

- Ethernet to Ethernet (e.g., 1GE to 1GE); or
- Optical Transport Network (OTN) to Optical Transport Network (OTN) (e.g., OTU1 to OTU1)



This example illustrates a 1 Gbps Ethernet circuit from Customer Site A to Customer Site B for a same speed/same format arrangement. In this example, two - 1 Gbps Ethernet Port Connection charges are applicable.

ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

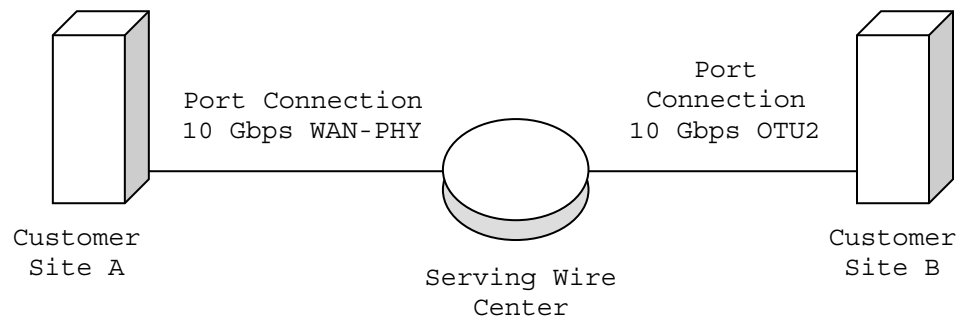
9.3 STANDARD RATE ELEMENTS (continued)

9.3.1 Port Connection (continued)

A. Port Connection Configurations (continued)

Same Speed/Different Format

- Optical Transport Network (OTN) to Ethernet (e.g., 10GE to OTU2)



This example illustrates a same speed/different format circuit configuration where there is a 10 Gbps WAN-PHY Port Connection between Customer Site A and the serving wire center and a 10 Gbps OTU2 Port Connection between Customer Site B and the serving wire center. In this circuit example, both a 10 Gbps WAN-PHY and a 10 Gbps OTU2 Port Connection charge would apply.

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 ACCESS AND INTERCONNECTION SERVICES
 

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

9.3 STANDARD RATE ELEMENTS (continued)

9.3.1 Port Connection (continued)

B. Higher Speed Aggregation

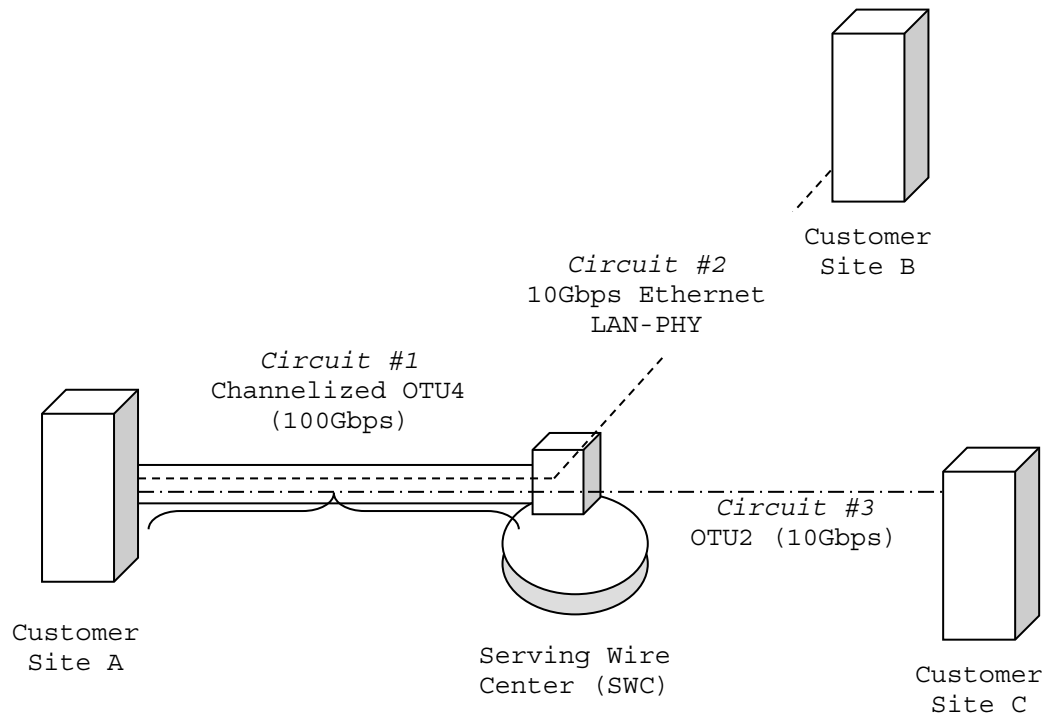
Higher Speed Aggregation permits Customers to connect a lower-speed AWM Port Connection to a channelized, higher-speed AWM Port Connection. (T)

OTU2 (10Gbps) and OTU4 (100Gbps) AWM Port Connections may be purchased as either channelized or non-channelized. A channelized Port Connection includes a channelized circuit that terminates at a multiplexer within a serving wire center. (T)

A channelized OTU2 Port Connection can be connected to up to eight (8) 1 Gbps Ethernet Port Connections or four (4) OTU1 Port Connections, or any other combination of such Port Connections, up to the available capacity of the channelized OTU2 Port Connection.

A channelized OTU4 Port Connection can be connected to up to ten (10) 10 Gbps Ethernet Port Connections in any combination of types (10GE LAN-PHY, 10GE WAN-PHY, OTU2e or OTU2), up to the available capacity of the channelized OTU4 Port Connection.

Higher Speed Aggregation Configuration (example)



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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)
- 9.3 STANDARD RATE ELEMENTS (continued)

9.3.1 Port Connection (continued)

B. Higher Speed Aggregation (continued)

In the example of a higher speed aggregation arrangement depicted in the diagram above, there are three AWM circuits as follows: (T)

- Circuit #1 - A Channelized OTU4 (100Gbps) circuit from Customer Site A that terminates at a multiplexer within the Serving Wire Center.

One (1) OTU4 (100Gbps) Port Connection monthly recurring charge applies to Circuit #1.

- Circuit #2 - A 10Gbps Ethernet LAN-PHY circuit from Customer Site B to Customer Site A. Circuit #2 occupies a channel of the higher-speed Circuit #1 from the Serving Wire Center location to Customer Site A.

One (1) 10 Gbps Ethernet LAN-PHY Port Connection monthly recurring charge applies to Circuit #2 for the Port Connection at Customer Site B.

No Port Connection charge applies to the portion of Circuit #2 that occupies a channel of Circuit #1 (i.e., SWC to Customer Site A).

- Circuit #3 - An OTU2 (10Gbps) circuit from Customer Site C to Customer Site A. Circuit #3 occupies a channel of the higher-speed Circuit #1 from the Serving Wire Center location to Customer Site A.

One (1) OTU2 (10Gbps) Port Connection monthly recurring charge applies to Circuit #3 for the Port Connection at Customer Site C.

No Port Connection charge applies to the portion of Circuit #3 that occupies a channel of Circuit #1 (i.e., SWC to Customer Site A).



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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

9.3 STANDARD RATE ELEMENTS (continued)

9.3.2 Protection Options

Protection options are available for AWM as follows: (T)

- Port Protection Plus

Protection cannot be combined with Diversity options except in the case of the Stand-Alone Alternate Wire Center (AWC) Diversity option.

Protection options are available where facilities and/or operating conditions permit. Where facilities and/or operating conditions do not permit, special construction charges may apply as set forth in the General Regulations (Section 2) of this Tariff.

Protection offers a duplicate AWM signal path routed on two different fiber pairs (a working path and a standby path) to provide increased reliability. (T)

In the event of a failure of the working path, AWM will switch to the surviving path. In the event of a failure of both fiber transmission paths, an out-of-service condition will result. (T)

Limitations:

- Protection is not available for same speed/different format circuit configurations.
- Protection is not available for higher speed aggregation configurations (i.e., protection is not available for channelized circuits and circuits connecting with a channelized circuit).

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup>(AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

9.3 STANDARD RATE ELEMENTS (continued)

9.3.2 Protection Options (continued)

A. Port Protection Plus

Port Protection Plus is an end-to-end (fully protected) protection option that offers a duplicate AWM Ethernet signal routed over two diversely routed fiber paths, a working path and a standby path. Port Protection Plus also includes dual card protection at each Customer Site whereby the working path and standby paths terminate into two separate cards on a single shelf in the NTE at each of the Customer Sites. (T)

The Port Protection Plus optional feature must be selected for both Customer Sites in addition to the normal Port Connection charges.

Port Protection Plus is available only for AWM circuits that meet the following conditions: (T)

- The circuit must be configured as a same speed/same format arrangement; and
- Neither end of the circuit can terminate at a collocation arrangement.

B. Reserved for Future Use

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup>(AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)
- 9.3 STANDARD RATE ELEMENTS (continued)

## 9.3.3 Diversity Options

Diversity options are available for AWM as follows: (T)

- Port Diversity
- Alternate Wire Center Diversity
- Inter-Wire Center Diversity

Protection cannot be combined with Diversity options except in the case of the Stand-Alone Alternate Wire Center (AWC) Diversity option.

Diversity options are available where facilities and/or operating conditions permit. Where facilities and/or operating conditions do not permit, special construction charges may apply as set forth in the General Regulations (Section 2) of this Tariff.

Diversity options minimize single points of failure by creating two circuits, or portions of a circuit, that are diverse from one another. With these arrangements, one or more circuits will be provisioned over the normal path and one or more circuits will be provisioned over the diverse path. Customers may transport traffic over both circuits.

Customers requesting diversity will be billed for two circuits plus the applicable diversity charge(s) for the portions of the circuit that are physically diverse.

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

## Limitations:

- Port Diversity and Alternate Wire Center Diversity cannot be selected at the same Customer Site location for the same AWM Port Connection. (T)

## ACCESS AND INTERCONNECTION SERVICES

9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

## 9.3 STANDARD RATE ELEMENTS (continued)

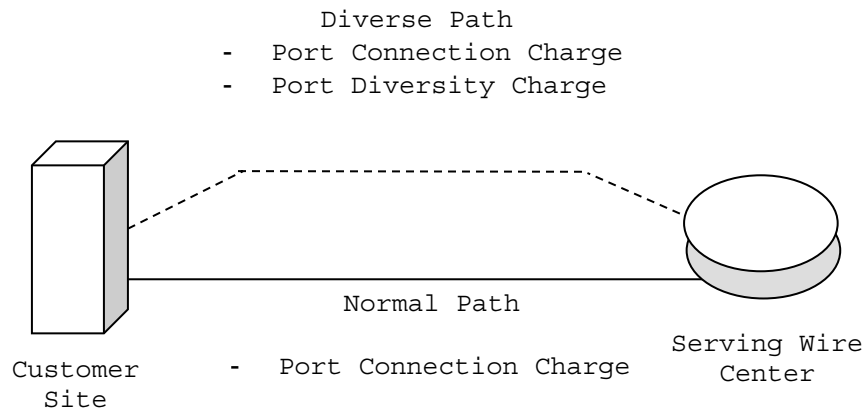
## 9.3.3 Diversity Options (continued)

## A. Port Diversity

Port Diversity is a feature that provides transmission paths (a normal path and a diverse path) which are diverse from each other between two designated AWM Port Connections from one or more Customer Sites to their serving wire centers. (T)

The fiber path from each designated Port Connection to its serving wire center will be diverse from each other from the closest available point of divergence (e.g., the closest manhole to the Customer Site). These two designated Port Connections must be purchased by the same Customer.

Port Diversity requires the Customer to purchase duplicate Port Connections (to establish a normal path and a diverse path) from the Customer Site(s) to its serving wire center(s). In addition, a Port Diversity Charge applies on the diverse path circuit for each pair of designated Port Connections at any Customer Site where Port Diversity is requested.



## ACCESS AND INTERCONNECTION SERVICES

9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

## 9.3 STANDARD RATE ELEMENTS (continued)

## 9.3.3 Diversity Options (continued)

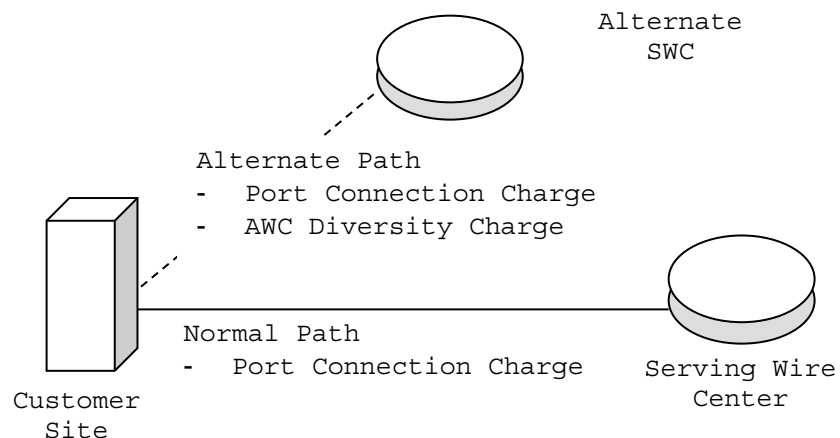
## B. Alternate Wire Center Diversity

1. Alternate Wire Center Diversity is a feature that provides transmission paths (a normal path and a diverse path), which are diverse from each other between two designated AWM Port Connections. The normal path is routed to its normal serving wire center and the diverse path is routed to an alternate wire center. (T)

The Company will choose the alternate wire center that is capable of providing AWM over the alternate route. (T)

The fiber path from each designated Port Connection to its applicable serving wire center (normal and alternate) will be diverse from each other from the closest available point of divergence (e.g., the closest manhole to the Customer Site). These two designated Port Connections must be purchased by the same Customer.

Alternate Wire Center Diversity requires the Customer to purchase duplicate Port Connections (to establish a normal path and a diverse path) from the Customer Site(s) to the applicable serving wire center(s). In addition, an Alternate Wire Center Diversity Charge applies on the diverse path circuit for each pair of designated Port Connections at any Customer Site where Alternate Wire Center Diversity is requested.



ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

## 9.3 STANDARD RATE ELEMENTS (continued)

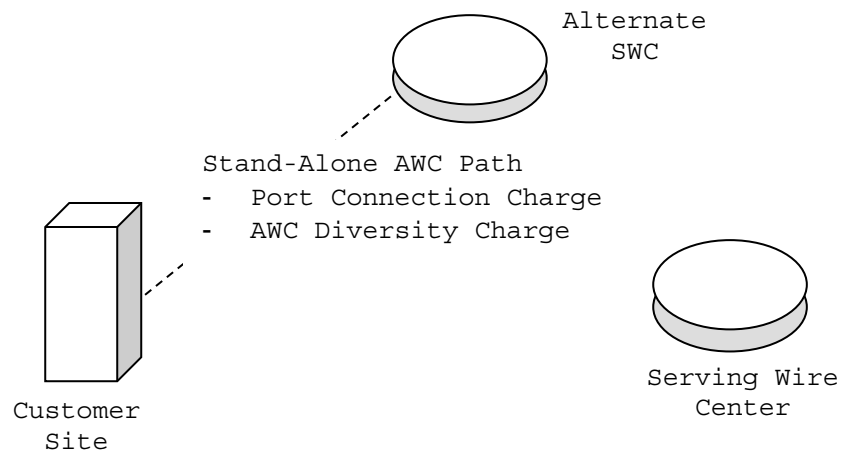
## 9.3.3 Diversity Options (continued)

## B. Alternate Wire Center Diversity (continued)

## 2. Stand-Alone Alternate Wire Center (AWC) Routing

Alternate Wire Center Diversity is available as a stand-alone AWC arrangement where there is no actual diversity. In this arrangement, an AWM Port Connection is routed to an alternate wire center rather than its normal serving wire center. (T)

The Customer is assessed a Port Connection Charge and an Alternate Wire Center Diversity charge for a stand-alone AWC route connecting the Customer Site to the alternate serving wire center.



The Port Connection is routed to a serving wire center other than its normal serving wire center in a Stand-Alone AWC arrangement.

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

9.3 STANDARD RATE ELEMENTS (continued)

9.3.3 Diversity Options (continued)

C. Inter-Wire Center (IWC) Diversity

IWC Diversity is a feature that provides a transmission path between the serving wire centers for each end of the circuit that is separate from the normal transmission path. IWC Diversity arrangements are available only where each end of an AWM circuit is provided from a different serving wire center. (T)

IWC Diversity requires the Customer to purchase duplicate Port Connections. AWM circuit designated with the diverse IWC path. (T)

## ACCESS AND INTERCONNECTION SERVICES

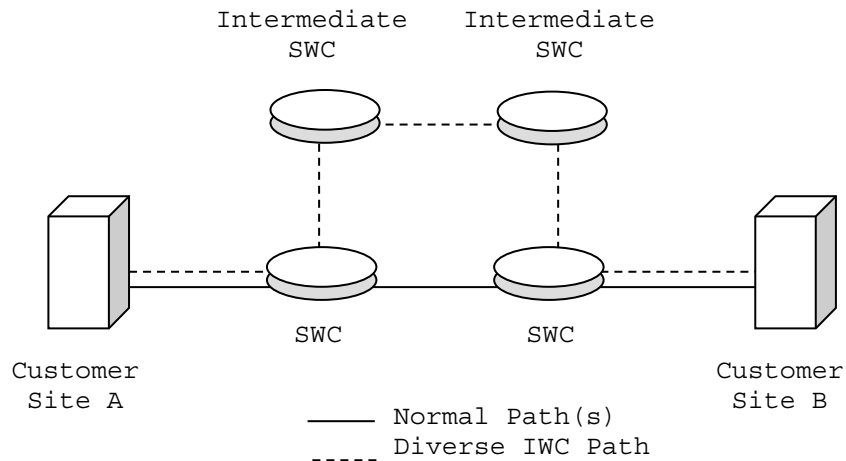
9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

## 9.3 STANDARD RATE ELEMENTS (continued)

## 9.3.3 Diversity Options (continued)

## C. Inter-Wire Center (IWC) Diversity (continued)

The IWC Diversity option can be selected on its own or in combination with the Port Diversity and Alternate Wire Center Diversity options.



In the IWC Diversity example above, there are two AWM circuits between Customer Site A and Customer Site B as follows: (T)

- Circuit #1 is the normal path circuit and consists of two Port Connection Charges.
- Circuit #2 has the IWC Diversity feature to provide a diverse IWC path from Circuit #1. Circuit #2 consists of two Port Connection Charges plus an IWC Diversity Charge.



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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup>(AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

## 9.4 SERVICE LEVEL AGREEMENTS (SLAs)

## 9.4.1 Credit Allowance for Service Interruptions

AT&T Wavelength Metro<sup>SM</sup>(AWM) provides credits in the event of a service interruption. The amount of the credit depends on whether the AWM circuit is unprotected or protected. (T)

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Tariff, or in the event that the protective controls applied by the Company result in the complete loss of service by the Customer for reasons not attributable to the Customer. An interruption period starts when a service disruption of greater than ten (10) consecutive seconds is reported to the Company and the Company confirms that continuity of its service has been lost. An interruption period ends when the service is operative. (T)

The service interruption credits listed below are in lieu of, and not in addition to, the credit allowances for service interruptions provided for in the General Regulations (Section 2) of this Tariff.

## A. Credit Allowance for Service Interruptions (Unprotected Arrangements)

In case of an interruption to an unprotected AWM circuit, an allowance for the period of interruption shall be calculated as follows: (T)

- No credit shall be allowed for an interruption of less than 10 seconds.
- Credit will be provided for an interruption of 10 seconds or more at the rate of 10/8640 of the monthly charges for the affected AWM circuit for each period of 5 minutes or major fraction thereof that the interruption continues. (T)

The credit allowance(s) for service interruptions shall not exceed 100 percent of the applicable monthly rates for the affected circuit(s).

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)
- 9.4 SERVICE LEVEL AGREEMENTS (SLAs) (continued)
- 9.4.1 Credit Allowance for Service Interruptions (continued)
- B. Credit Allowance for Service Interruptions (Fully Protected)
- A Service Level Agreement (SLA) of 99.999 percent service availability performance in each calendar month is provided for each fully protected AWM circuit, subject to the limitations set forth herein. (T)
- An AWM circuit is considered to be fully protected only if the Port Protection Plus feature is selected on both ends (both Port Connections) of an AWM circuit. (T)
- If this SLA is not met in any calendar month, the Customer will be entitled to a credit equal to 100 percent of the monthly rate for the Port Connections which were interrupted, including the protection feature rate elements associated with that Port Connection, not to exceed the total monthly charges for the affected circuit(s). (T)
- To qualify as a service interruption for the purposes of determining whether this Service Availability SLA has been met, any service interruption must be greater than ten (10) consecutive seconds and determined by the Company to be in its network.
- The Customer is responsible for notifying the Company when the service parameter within the calendar month falls below the committed level. The Customer must request a service credit adjustment within 25 days after the end of the month when the failure occurred.

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

## 9.4 SERVICE LEVEL AGREEMENTS (SLAs) (continued)

## 9.4.2 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 the Company'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 the Company;
- Interruptions caused by the negligence of the Customer.
- Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- When the Company 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 the Company's scheduled maintenance windows;
- 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 (MRC) for the affected AWM circuit(s).

(T)

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

## 9.5 GENERAL PROVISIONS

## 9.5.1 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 the Company or upon LECs and passed on to the Company 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.

## B. Miscellaneous Charges

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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ACCESS AND INTERCONNECTION SERVICES

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- 9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)
- 9.5 GENERAL PROVISIONS (continued)
  - 9.5.2 Reserved for Future Use

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

## 9.5 GENERAL PROVISIONS (continued)

## 9.5.3 Connections

## A. Responsibilities of Customer

Customer is responsible for any equipment or services not provided by the Company and connected to services provided by the Company. Any equipment or services connected to services provided by the Company must comply with the Company'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 the Company. The Company will test and maintain only service provided by the Company. The Company testing of service usually will be performed remotely. If the Company 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 Company service is working correctly, then a Maintenance of Service Charge or other administrative charge may apply.

## C. Changes

The Company is not responsible to Customer or any other party if a change in the Company'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 the Company service. The Company is not obligated to alter or modify the Company service because of additions or changes to equipment or service not provided by the Company.

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

## 9.5 GENERAL PROVISIONS (continued)

## 9.5.4 Special Construction

## A. No License Granted

No license under patents (other than the limited license to use) is granted by the Company 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 the Company 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 the Company Service, Customer may also cancel its order for such other the Company Service). In such a case, the Company will not charge Customer a cancellation charge or early termination charge, unless the underlying service provider charges the Company 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 the Company for the Special Construction.



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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

## 9.6 TYPES OF RATES AND CHARGES

## 9.6.1 Non-Recurring Charges (NRC)

Non-Recurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service) related to the provisioning of AWM. The types of Non-Recurring charges that apply for AWM are: (T)  
(T)

Installation of Service: A charge which applies to each service installed.

Administrative Charge: A charge which applies for each service order.

Design and Central Office Connection Charge: A charge which applies any time a customer-initiated order for service requires engineering design and/or connection or changes at the Company central office. This charge applies once per circuit.

Customer Connection Charge: A charge which applies any time a customer-initiated order for service requires connection or changes to a Port Connection. This charge applies once per Port Connection affected by the order.

Installation of Optional Features and Functions: Non-Recurring charges apply for the installation of the optional features and functions available with AWM. The charge applies whether the feature or function is installed coincident with the initial installation of service or at any time subsequent to the installation of the service. (T)

Service Rearrangements: Service rearrangements are changes to existing (installed) services which do not result in either:

- A change in the minimum period of the service, or
- A change in the physical location of the point of termination at a Customer Site.

## 9.6.2 Recurring Charges

Recurring Charges are rates that apply each month, or fraction thereof, that the service is provided. For billing purposes, each month is considered to have 30 days.

## ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)
- 9.7 WAVELENGTH PAYMENT PLAN (WPP) (T)
- 9.7.1 WPP Eligibility (T)
- To subscribe to AWM, the Customer must select an WPP term of either 12, 24, 36 or 60 months. AWM is not available to be subscribed to on a month-to-month basis. (T)
- 9.7.2 Non-Recurring Installation Charges (T)
- Non-Recurring Installation Charges shown in the Price List section will be waived for Customers subscribing to new service under an WPP of 24 months or greater. (T)
- 9.7.3 WPP Term (T)
- During the Customer's WPP term, Company-initiated recurring rate changes (i.e., rate increases or decreases) will be automatically applied to the Customer's WPP rates for the months remaining in the Customer's WPP term. However, at no time during the Customer's WPP term will rates exceed the Customer's initial WPP rates. (T)
- 9.7.4 WPP Auto Renewal (T)
- Customers may subscribe to the WPP Auto Renewal option at any time prior to expiration of their WPP term plan. WPP Auto Renewal provides for a continuation of the rates under the WPP term the Customer last completed for additional consecutive 12-month periods, subject to termination as provided below. (T)
- For instance, a Customer that has subscribed to the WPP Auto Renewal option prior to completion of a 60 month WPP term will continue to receive the 60 month WPP rate during the 12-month extension period. (T)
- WPP Auto Renewal will continue to automatically extend the Customer's term every year for an additional 12-month period unless either party provides written notice of its intent not to renew at least 60 days prior to the expiration of the initial WPP term or any additional 12-month period. (T)
- An Administrative Charge is applicable when Customers add or remove the WPP Auto Renewal option, unless other changes for which an Administrative Charge is applicable are also being performed. (T)
- Termination Liability will apply below, for service disconnected during a 12-month extension period, based upon the number of months remaining in that 12-month extension period.

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)
- 9.7 WAVELENGTH PAYMENT PLAN (WPP) (continued) (T)
- 9.7.5 Termination Liability
- Termination Liability will apply if the service is disconnected prior to the end of the selected WPP term. Termination Liability will be determined based on the number of months remaining in the WPP term times 50% of the applicable WPP monthly rates, calculated as follows: (T)
- $$(\text{WPP Monthly Recurring Rate}) \times (\text{Months Remaining in WPP term}) \times (50\%) = \text{Termination Liability Charge}$$
 (T)
- Example:  
An AWM Customer with a \$6,000.00 monthly rate terminates service after 2 years with 1 year (12 months) remaining in a 3 year WPP Term. The termination liability charge would be calculated as: (T)
- $$\$6,000 \times 12 \times .50 = \$36,000.00 = \text{Termination Liability}$$
- 9.7.6 Expiration of WPP Term (T)
- When an WPP term or subsequent 12-month extension period expires, (and the Customer's term is not extended pursuant to the Auto Renewal option above), the Customer may select a new WPP term from among any WPP options which are then available to new Customers hereunder. WPP rates in effect at the time the new WPP term starts will apply. An Administrative Charge is applicable when Customers select a new WPP term. (T)
- 9.7.7 Term Extension
- The Monthly Extension Rates (MER) will apply when a Customer's WPP term or subsequent 12-month extension period expires (and the Customer's term is not extended pursuant to the Auto Renewal option above). The Customer will be billed the MER rates then in effect until such time as the Customer selects a new WPP or the Service is terminated. (T)

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)
- 9.7 ETHERNET PAYMENT PLAN (WPP) (continued) (T)
- 9.7.8 Conversions
- During the Customer's WPP term, conversions may be made to a new WPP term of the same or greater length, from among any WPP options which are then available to new Customers hereunder. The expiration date of the new WPP term must be beyond the expiration date of the original WPP term. With the conversion to the new WPP term, the Customer incurs no liability for the remaining months on the original WPP term. (T)
- 9.7.9 Administrative Charge
- An Administrative Charge is applicable when Customers select a new WPP term or change the length of an existing WPP term. (T)
- 9.7.10 Moves
- Moves will be treated as a discontinuance of service and activation of new service. The previously waived non-recurring charges at the location(s) from which the circuit is being moved will be billed (if WPP term has not expired). (T)
- The Customer must select an WPP term for the new circuit. The new WPP term will be subject to the rates in effect at the time of the move. Termination Liability will apply for such a move except where all of the following conditions apply: (T)
- The move is limited to one end of the AWM circuit moving to a different Customer Site. (T)
  - The Customer's existing service must have been in place for at least 12 months. (T)
  - The Customer must select a new WPP with a term that is greater than or equal to the remainder of the existing WPP. (T)
  - Orders from the Customer to disconnect the existing service and reestablish service at the new location must be placed by the same Customer and received by the Company on the same date. (T)
  - No lapse in billing will occur for moves of service under an WPP. If the Customer requests that both the existing AWM circuit and the new AWM circuit be in service at the same time, such "overlapping" service shall be provided for no more than 30 days, and all applicable charges will be billed for both circuits during the period of overlapping service. (T)

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)
- 9.7 WAVELENGTH PAYMENT PLAN (WPP) (continued) (T)
- 9.7.11 Upgrades
- The following activities are considered Upgrades for AWM: (T)
- Upgrades of AWM from a lower capacity to a higher-capacity speed option (e.g., conversion from a 1 Gbps to a 10 Gbps speed option). (T)
  - Same speed conversions of AWM (e.g. 10GE LAN-PHY to 10GE WAN-PHY, 40GE to OTU3, etc.) (T)
  - Replacement of AWM with Company-provided service at a transport speed or capacity greater than the speed or capacity available with AWM, or at the same transport speed or capacity as available with AWM but with enhanced technology or functionality not available with AWM. (T)  
(T)  
(T)
- Upgrades will be treated as a discontinuance of service and activation of new service. The Customer must select an WPP term for the new circuit. The monthly rates for the new service will be those rates in effect at the time the new service is installed. 100% of any waived non-recurring charges will apply if WPP term has not expired. The Customer will experience an out of service condition unless overlapping service is requested. Upgrades are contingent on availability of equipment and fiber facilities. Other Special Construction charges, as necessary, may apply. (T)

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)
- 9.7 WAVELENGTH PAYMENT PLAN (WPP) (continued) (T)
- 9.7.11 Upgrades (continued)
- WPP Termination Liability will not apply for upgrades, if all of the following conditions are met: (T)
- The new and existing services must be billed to the same Customer at the same Customer location; and
  - The Customer's existing AWM must have been in place for at least 12 months; and (T)
  - The WPP term for the new service must be equal to or greater than the remainder of the Customer's existing WPP term; and (T)
  - The order for the new service and the disconnect order for the existing service must be placed by the Customer and received by the Company on the same date; and
  - If the Customer requests that both the existing AWM 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; and (T)
  - No lapse in service occurs.

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ACCESS AND INTERCONNECTION SERVICES

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## 12. MISCELLANEOUS CHARGES

## 12.1 Charge Applicability

The charges described in this Section apply to AT&T Wavelength Metro<sup>SM</sup> (AWM) (formerly known as AT&T Dedicated Ethernet). (T)  
(T)

## 12.2 Additional Engineering

Additional Engineering is not an ordering option but will be applied to an order when the Company 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 Company 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 the Company at the request of the Customer only when:

- A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report (DLR).
- Additional engineering time is incurred by the Company to engineer a Customer's request for a customized service.

The Company will notify the Customer that Additional Engineering Charges will apply before any additional engineering is undertaken.

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ACCESS AND INTERCONNECTION SERVICES

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12. MISCELLANEOUS CHARGES

12.6 Design Change Charge

12.6.1 AT&T Wavelength Metro<sup>SM</sup>(AWM) (formerly known as AT&T Dedicated Ethernet) (T)

Reserved for Future Use (T)

12.6.2 Reserved for Future Use



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ACCESS AND INTERCONNECTION SERVICES

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## 12. MISCELLANEOUS CHARGES

## 12.7 Service Date Change Charge/Dispatch Charge

- 12.7.1 AT&T Wavelength Metro<sup>SM</sup> (AWM) (formerly known as AT&T Dedicated Ethernet) (T)

(T)

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 30 calendar days after the original due date. When such requests are made, the Company 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 the Company on or before 30 calendar days after the original due date.

If a Customer is unable to accept service within 31 calendar days after the original due date, one of the following will apply:

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

- 12.7.2 Reserved for Future Use

- 12.7.3 Dispatch Orders

If a Company technician is dispatched to the Customer's premises on the scheduled service date and the Customer is not ready to accept service or the Customer has failed to notify the Company before 3:00 PM (CT) on the business day prior to the scheduled service date that the service date needs to be changed, a Service Date Change Charge will apply, in addition to the Service Date Change Dispatch Charge.

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ACCESS AND INTERCONNECTION SERVICES

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## 12. MISCELLANEOUS CHARGES

## 12.8 Cancellation Charges

A Customer may cancel an order for the installation of service at any time prior to notification by the Company that service is available for the Customer's use. The Cancellation Date is the date the Company receives written notice from the Customer that the order is to be cancelled. When a Customer cancels an order (or a part of an order) for associated service, applicable cancellation charges will be assessed, even when nonrecurring installation charges would otherwise be waived.

- 12.8.1 AT&T Wavelength Metro<sup>SM</sup>(AWM) (formerly known as AT&T Dedicated Ethernet) (T)  
(T)

Cancellation charges are based upon the relationship of the Cancellation Date to the Design Layout Report Date (DLRD). The DLRD is the date the Design Layout Report is forwarded to the Customer. The DLRD is provided to the Customer upon firm order confirmation. A cancellation charge will apply on a per circuit basis as shown in the Price List.

- 12.8.2 Reserved for Future Use

- 12.8.3 When Cancellation Charges Do Not Apply

Cancellation Charges do not apply:

- When a Customer cancels an order for the termination of existing service.
- If the Company misses a service due date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotion), the Customer may cancel the order without incurring cancellation charges.
- If the Customer cancels a network reconfiguration order (e.g., move, change, or disconnect).
- If an order is cancelled because the Customer does not agree to pay applicable Special Construction charges as described in Section 2.10.

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ACCESS AND INTERCONNECTION SERVICES

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12. MISCELLANEOUS CHARGES

12.9 Expedites

- |        |   |     |
|--------|---|-----|
| 12.9.1 | AT&T Wavelength Metro <sup>SM</sup> (AWM) (formerly known as AT&T Dedicated Ethernet) | (T) |
|        | Reserved for Future Use   | (T) |
| 12.9.2 | Reserved for Future Use   |     |

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

9.1 RESERVED FOR FUTURE USE

9.2 RESERVED FOR FUTURE USE

9.3 PORT CONNECTION, PROTECTION OPTIONS, AND DIVERSITY OPTIONS RATES AND CHARGES

9.3.1 PORT CONNECTION

Description	USOC	MRC				Monthly Extension Rate
		12 Months	24 Months	36 Months	60 Months	
1 Gbps Ethernet	EYFNX	\$3,750	\$3,500	\$3,200	\$2,750	\$4,250
OTU1 (2.5Gbps)	EYFOX	\$7,500	\$7,000	\$6,400	\$5,500	\$8,500
10 Gbps Ethernet						
LAN-PHY	EYFNX	\$11,750	\$11,000	\$10,000	\$8,500	\$13,250
WAN-PHY	EYFNX	\$11,750	\$11,000	\$10,000	\$8,500	\$13,250
OTU2/2e (10Gbps)	EYFOX	\$12,925	\$12,100	\$11,000	\$9,350	\$14,575
40 Gbps Ethernet	EYFNX	\$29,375	\$27,500	\$25,000	\$21,250	\$33,125
OTU3 (40Gbps)	EYFOX	\$29,375	\$27,500	\$25,000	\$21,250	\$33,125
100 Gbps Ethernet	EYFNX	\$41,125	\$38,500	\$35,000	\$29,750	\$46,375
OTU4 (100Gbps)	EYFOX	\$45,250	\$42,350	\$38,500	\$32,725	\$51,000

PRICE LIST  
FIRST REVISED SHEET 14.1  
CANCELS ORIGINAL SHEET 14.1

## ACCESS AND INTERCONNECTION SERVICES

9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

## 9.3 PORT CONNECTION, PROTECTION OPTIONS, AND DIVERSITY OPTIONS RATES AND CHARGES (continued)

## 9.3.2 PROTECTION OPTIONS

	MEC				Monthly Extension Rate	NRC
Description	12 Months	24 Months	36 Months	60 Months		
Port Protection Plus (DV9CX)						
1 Gbps Ethernet (1GE)	\$3,950	\$3,675	\$3,360	\$2,900	\$4,500	\$1,000
10 Gbps Ethernet (10GE)						
LAN-PHY	\$13,600	\$12,700	\$11,550	\$9,825	\$15,300	\$1,000
WAN-PHY	\$13,600	\$12,700	\$11,550	\$9,825	\$15,300	\$1,000
OTU2/OTU2e (10Gbps)	\$13,600	\$12,700	\$11,550	\$9,825	\$15,300	\$1,000
40 Gbps Ethernet (40GE)	\$35,250	\$33,000	\$30,000	\$25,500	\$39,750	\$1,000
OTU3 (40Gbps)	\$35,250	\$33,000	\$30,000	\$25,500	\$39,750	\$1,000
100Gbps Ethernet (100GE)	\$54,300	\$50,820	\$46,200	\$39,270	\$61,200	\$1,000
OTU4 (100Gbps)	\$54,300	\$50,820	\$46,200	\$39,270	\$61,200	\$1,000

## 9.3.3 DIVERSITY OPTIONS

Description	MRC				Monthly Extension Rate	NRC
	12 Months	24 Months	36 Months	60 Months		
Port Diversity (DV9AX)						
All Speeds	\$1,000	\$875	\$800	\$700	\$1,100	\$450
Alternate Wire Center (AWC) Diversity (CPAAX)						
All Speeds	\$1,125	\$1,000	\$950	\$825	\$1,275	\$625
Alternate Wire Center (AWC) Diversity (CPAAX)						
All Speeds	\$750	\$700	\$650	\$550	\$850	\$450

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ACCESS AND INTERCONNECTION SERVICES

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9. AT&T WAVELENGTH METRO<sup>SM</sup> (AWM) (FORMERLY KNOWN AS AT&T DEDICATED ETHERNET) (T)

9.4 RESERVED FOR FUTURE USE

9.5 RETURN CHECK RATES AND CHARGES

Check Return Fee

Per occasion	\$25.00
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9.6 INSTALLATION AND REARRANGEMENT RATES AND CHARGES

Description	USOC	NRC
Administrative Charge <sup>1</sup> - Per Order	ORCMX	\$60.00
Design and Central Office Connection Charge <sup>1</sup> - Per Circuit)	NRBCL	\$600.00
Customer Connection Charge <sup>1</sup> - Per Port Connection	NRBBL	\$1,500.00

<sup>1</sup>The NRC will be waived for Customers selecting the 24 Months, 36 Months or 60 Months Ethernet Payment Plan period for new service.

PRICE LIST  
FIRST REVISED SHEET 18  
CANCELS ORIGINAL SHEET 18

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ACCESS AND INTERCONNECTION SERVICES

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12. MISCELLANEOUS CHARGES

12.1 These charges apply to AT&T Wavelength Metro<sup>SM</sup>(AWM) (formerly known as AT&T Dedicated Ethernet). (T)

12.2 Additional Engineering

Time Period	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
<i>Per engineer</i>			
Basic Time	AEH	\$34.59	\$24.97
Overtime	AEH	\$41.37	\$31.75

12.3 Additional Labor

Time Period	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
<u>Installation:</u>			
<i>Per technician</i>			
Overtime	ALH	\$250.00	\$100.00
Premium Time	ALH	\$300.00	\$250.00
<u>Testing and Maintenance with Other Service Providers or Other Labor:</u>			
<i>Per technician</i>			
Basic Time	ALK	\$85.00	\$55.00
Overtime	ALK	\$100.00	\$80.00
Premium Time	ALK	\$110.00	\$90.00
Time Period	USOC	First Quarter Hour	Each Additional Half Hour or Fraction Thereof
<u>Stand By:</u>			
<i>Per technician</i>			
Basic Time	ALT	\$0.00	\$115.00
Overtime	ALT	\$0.00	\$140.00
Premium Time	ALT	\$0.00	\$170.00

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 ACCESS AND INTERCONNECTION SERVICES
 

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## 12. MISCELLANEOUS CHARGES

## 12.8 Cancellation Charges

AT&T Wavelength Metro<sup>SM</sup>(AWM) (formerly known as AT&T Dedicated Ethernet)

(T)

(T)

Cancellation Date - In Relation to Design Layout Report Date (DLRD)	Cancellation Charge (per Circuit)
On or before DLRD	\$800.00
After DLRD	\$3,200.00

## 12.9 Reserved for Future Use

## 12.10 Billing

	USOC	Nonrecurring Charge
Billing Information		
Billing Change Charge by RAO		\$7.25
- per ACNA		
- per Customer Type		
- per Billing Period		
Secondary Bill		
- Paper (per page)	WCP1X	\$0.0325
Change of Bill Period	NRBCH	\$44.00