

ACCESS SERVICE

RATES, RULES AND CHARGES

Title Page and Pages 1 to 22-45, inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 7 contains all changes from the original tariff that are in effect on the date hereof.

CHECK SHEET

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1	306th*	22.4	7th
1.1	27th	23	1st
1.2	130th	24	Original
1.2.1	2nd	25	1st
1.3	12th	26	Original
1.4	38th	27	Original
1.5	73rd*	28	1st
1.5.1	15th	29	1st
1.6	29th	30	2nd
1.7	12th	31	1st
1.7.1	3rd	1-1	Original
1.8	18th	1-2	3rd
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12	1st	2-18	Original
13	2nd	2-19	Original
14	1st	2-20	1st
15	3rd	2-21	1st
16	5th	2-22	3rd
17	6th	2-23	1st
18	2nd	2-24	Original
19	6th	2-25	Original
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21	6th	2-27	Original
22	7th	2-28	1st
22.1	2nd	2-29	1st
22.2	45th		

* New or Revised Page

Issuing Officer: Kristen E. Shore, Assistant Vice President - Regulatory

Issued: October 15, 2020

Effective: October 30, 2020

Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE
 RATES, RULES AND CHARGES
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7-52	1st	7-91.1	5th
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7-78.1	Original	8-15	5th
7-79	6th	8-16	3rd
7-79.1	Original	8-17	5th
7-80	4th	8-18	4th
		8-19	3rd

* New or Revised

7. Special Access Service (Cont'd)

7.11 High Capacity Service (Cont'd)

7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)

(E) DS1 High Capacity Service Portability Commitment⁽²⁾ (N)

DS1 High Capacity Service Portability Commitment⁽²⁾ provides a customer the ability to establish a regional volume commitment in the form of DS1 Channel Terminations and receive a waiver on DS1 TPP Termination Liability, as described in 7.11.5.2(G), during the life of the Portability Commitment⁽²⁾. The Portability Commitment⁽²⁾ will consist of a Commitment Level (CL), as described below, and will have a term of three years. The Portability Commitment⁽²⁾ does not otherwise affect the rates, terms, or conditions of the Customer's DS1 TPP. The Portability Commitment⁽²⁾ may be renewed. To renew, the Customer must notify the Telephone Company, in writing, with such notice directed to both the Customer's account manager and the access service center, and specifically identify the Customer's Commitment Level (as defined herein), prior to the expiration of the Customer's existing Portability Commitment⁽²⁾ term. (N)

Customers may purchase DS1 service under DS1 TPP terms of 2, 3, 5, or 7-years⁽¹⁾ and have the associated Channel Terminations count towards the CL.

Following are the terms and conditions associated with the Portability Commitment⁽²⁾: (N)

- (1) Customer commits to a 3-Year Commitment Level (CL) that is reviewed on a monthly basis. The initial monthly CL is calculated by Telephone Company and is the total of all DS1 Channel Terminations in-service for the month previous to the month in which the Customer notifies the Telephone Company, in writing, of the Customer's CL. The initial monthly CL will consist of all Channel Terminations including those on Month-to-Month terms and other term pricing plans. The effective date of the Portability Commitment⁽²⁾ will be the first day of the month immediately following the month in which the Portability Commitment⁽²⁾ is signed; (N)
- (2) Customer must have a minimum of 40 Channel Terminations in-service each month and at least 80% of the CL under a 2, 3, 5, or 7- year DS1 TPP each month;⁽¹⁾ (N)
- (3) At the commencement of the Customer's Portability Commitment⁽²⁾ and upon any renewal of a Portability Commitment, at least 80 percent of the Customer's CL must be purchased under a 2, 3, 5, or 7-year⁽¹⁾ DS1 TPP; and (N)

⁽¹⁾ Effective on September 13, 2017, DS1 TPP 5- and 7-year Payment Plans are no longer available, including for any otherwise available conversions. Circuits already subject to a DS1 TPP 5- or 7-year Payment Plan, as of September 13, 2017, will continue to be provided under the then-current DS1 TPP 5- and 7-year Payment Plan term for the remainder of that term.

⁽²⁾ Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed. (N)

7. Special Access Service (Cont'd)7.11 High Capacity Service (Cont'd)7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)(E) DS1 High Capacity Service Portability Commitment⁽¹⁾ (N)
(Cont'd)

- (3) Each month, the total number of 2, 3, 5, and 7-year DS1 TPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL;
- (a) If the total number of Channel Terminations, as calculated above, is 80% - 124% of the CL, no other charges will apply for the previous month.
- (b) If the total number of Channel Terminations, as calculated above, is less than 80% of the CL, charges will be assessed as follows:
- (i) Customer will be billed the difference between 80% of the CL and the actual number of in-service Channel Terminations.
EXAMPLE #1: Customer A has a CL = 1,000 Channel Terminations for the month of June. Customer A must have at least 800 DS1 Channel Terminations in-service to meet the 80% target. In July, the monthly review calculated 795 DS1 Channel Terminations in-service for the month of June. The difference between 80% of the CL (800) and the actual in-service total (795) is 5 Channel Terminations. Therefore, the customer will be billed an amount equal to 5 Channel Terminations multiplied by the current Nonrecurring Channel Termination rate. For subsequent months, Customer A will continue to be billed an amount equal to the difference between 80% of the CL and the actual in-service number of Channel Terminations that are below 80% of the CL (multiplied) by the current nonrecurring Channel Termination rate, until 80% of the CL is met.
- (c) If the total number of in-service Channel Terminations, as calculated above, is more than 124% of the CL, the customer will be billed an adjustment factor equal to the Nonrecurring Channel Termination charge multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL.

⁽¹⁾ Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed.

(N)
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(N)

7. Special Access Service (Cont'd)7.11 High Capacity Service (Cont'd)7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)(E) DS1 High Capacity Service Portability Commitment⁽¹⁾ (Cont'd) (N)

(4) (Cont'd)

(ii) EXAMPLE #2: Customer B has a CL of 500 Channel Terminations. In month 5 of the commitment, Customer B has 650 Channel Terminations in-service. Customer B has exceeded the CL by more than the 124% threshold (620). Customer B will be charged an adjustment factor equal to 30 Channel Terminations (650-620) multiplied by the current Nonrecurring Channel Termination rate. For subsequent months, Customer B will continue to be charged the Nonrecurring Channel Termination rate multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL until Customer B no longer exceeds the CL by the 124% threshold.

(d) Customers may increase the Commitment Level (CL) at any time by providing written notification to Telephone Company. Credits for previously charged adjustments billed for exceeding the CL will not be provided when a customer increases the CL. However, an adjustment factor will not be billed if notice to increase the CL is provided to the Telephone Company within the calendar month following a reported adjustment, and the CL increase is sufficient that the number of in-service rate elements does not exceed 124% of the new CL. For instance, in Example #2 above, if the Customer increases the CL from 500 to 525 before the end of month 6, the adjustment factor applicable to month 5 will not be billed because the actual in-service volume (650) is less than or equal to the new 124% threshold (651).

⁽¹⁾ Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed.

(N)
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(N)

7. Special Access Service (Cont'd)

7.11 High Capacity Service (Cont'd)

7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)

(E) DS1 High Capacity Service Portability Commitment⁽¹⁾ (Cont'd) (N)

(4) (Cont'd)

(e) If the customer elects to terminate the DS1 High Capacity Service Portability Commitment⁽¹⁾ or elects to decrease the CL prior to the 3-Year commitment, Termination Liabilities will apply. Termination Liability is calculated as the decreased number of Channel Terminations multiplied by the prevailing Month-to-Month recurring rate multiplied by the number of months remaining in the term of the Portability Commitment⁽¹⁾. (N)

(i) EXAMPLE #3: Customer C has a CL equal to 1,000 Channel Terminations. In month 10 of the 36-month Portability Commitment⁽¹⁾, Customer C elects to decrease the CL by 50 Channel Terminations. The Termination Liability associated with the decrease is equal to: (N)

(50 Channel Terminations) X (26 months remaining) X (prevailing Month-to-Month Rate)

⁽¹⁾ Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed.

(N)
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(N)

7. Special Access Service (Cont'd)

7.11 High Capacity Service (Cont'd)

7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)

(E) DS1 High Capacity Service Portability Commitment⁽¹⁾ (N)
(Cont'd)

(4) (Cont'd)

(ii) EXAMPLE #4: Customer D has a CL equal to 500 Channel Terminations. In month 20 of the 36-month Portability Commitment⁽¹⁾, Customer D elects to terminate the entire Portability Commitment⁽¹⁾. The Termination Liability associated with the termination of the entire commitment is equal to: (N)

(500 Channel Terminations) X (16 months remaining) X (prevailing Month-to-Month Rate)

(F) Applicable One-Time Charges

(1) DS1 Term Payment Plan Non-Recurring Charges

Non-recurring channel termination charge will apply per channel termination on new installations of DS1 High Capacity Service on 1 year DS1 TPP term, and on all physical moves of DS1 High Capacity Services. Non-recurring channel termination charges will be waived on new installations with 2, 3, 5, and 7-year DS1 TPP terms. The Nonrecurring Channel Termination Charge will also apply, applicable as stated in 7.11.5.2(E) previously, for customers who have a DS1 High Capacity Service Portability Commitment⁽¹⁾. (N)

⁽¹⁾ Effective on October 30, 2020, new DS1 High Capacity Service Portability Commitments will no longer be available for new or existing customers, and existing Portability Commitments may no longer be renewed. (N)